EVERETT SCHOOL DISTRICT NO. 2 SNOHOMISH COUNTY, WASHINGTON RESOLUTION NO. 1251

Intergovernmental Cooperative Purchasing Agreement for the Purpose of Establishing an Interlocal Agreement with the City of Seattle

WHEREAS, Everett School District is a duly constituted School District organized and existing under and by virtue of the laws of the State of Washington; and

WHEREAS, the City of Seattle is organized and existing under and by virtue of the laws of the State of Washington; and

WHEREAS, each party is also a public agency, as defined by RCW 39-34.020; and

WHEREAS, school districts in the State of Washington are authorized by RCW 28A.320 and RCW 39.34, to enter into cooperative agreements for the purchase of various equipment, supplies and services; and

WHEREAS, both Parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Everett School District No. 2, Snohomish County, Washington agrees as follows:

That an interlocal cooperative by and between Everett School District No. 2 and the City of Seattle be formed for the purpose of enabling Everett School District to utilize the competitively sourced contracts awarded by the City of Seattle;

This Agreement shall allow the purchase or acquisition of goods and services by Everett School District directly from a third-party vendor if a provision has been in the lead agency's contract with that third-party vendor that permits other agencies to avail themselves of the goods and services offered under the contract, and Everett School District finds and affirms that the contract awarded by the City of Seattle meets or exceeds their own statutory requirements.

This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice to the other Party.

Everett School District will be solely responsible for purchase, service, and disposal obligations for their use of City of Seattle contracts.

The Everett School District reserves the right to contract purchases independently, with or without notice to the other Party. This Agreement does not obligate either party to acquire goods or services through the contractual agreements of the other Party.

Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at a regular meeting thereof, held on December 8, 2020.

> EVERETT SCHOOL DISTRICT NO. 2 Snohomish County, Washington

Caroline Mason, President

Pam LeSesne, Vice President

April Berg, Director

Traci Mitchell, Director

Andrew Nicholls, Director

Dr. Ian B. Saltzman, Superintendent and Secretary, Board of Directors