

RESOLUTION NO. 1010

**INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT
WITH THE NORTSHORE SCHOOL DISTRICT NO. 417 AND
THE SNOHOMISH SCHOOL DISTRICT NO. 201**

WHEREAS, each of the Parties is a duly constituted School District organized and existing under and by virtue of the laws of the State of Washington. Each of the Parties is also a public agency, as that term is 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, the Everett School District, the Northshore School District and the Snohomish School District desire to reduce their respective costs in procuring services, equipment, and supplies for use in the school districts; 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 a joint purchasing agency be and between Everett School District No. 2, Northshore School District No. 417, and the Snohomish School District No. 201 be formed as an interlocal cooperative for the purpose of conducting joint procurement processes for the purposes of supporting federally funded services and other equipment or supplies.

This Agreement shall allow the purchase or acquisition of goods and services by each Party directly from a third party vendor if a provision has been made 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.

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


The Everett School District, Northshore School District, and Snohomish School District will be solely responsible for purchase, service, and disposal obligations for their use of the lead agencies contracts.

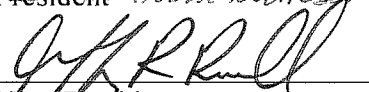
The Everett School District, Northshore School District and the Snohomish School District reserve the right to contract purchases independently, with or without notice to the other Party. This Agreement does not obligate either party to acquire goods or services through the contractual agreements of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

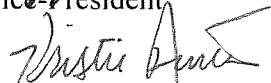
This agreement, executed in separate parts by the Everett School District, Northshore School District, and Snohomish School District, shall together form the Interlocal Agreement.


Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at its regular meeting December 7, 2010.


Everett School District No. 2


President Board Member


Vice-President


Board Member


Board Member - President


Board Member

ATTEST:

Secretary to the Board