

RESOLUTION NO. 857

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT WITH EDUCATIONAL SERVICE DISTRICT NO. 112

WHEREAS, each of the Parties is also a public agency, as that term is defined by RCW 39.34.020, and

WHEREAS, educational service districts and 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 and the Educational Service District No. 112 desire to reduce their respective costs in purchasing various equipment, supplies and services for use in the agencies; 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 by and between Everett School District No. 2 and Educational Service District No. 112 be formed as an interlocal cooperative for the purpose of procuring various equipment, supplies and services.

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 sixty (60) days written notice to the other Party.

The Superintendent or designee of Everett School District No. 2 is hereby designated as representative to the joint purchasing agency and the Superintendent

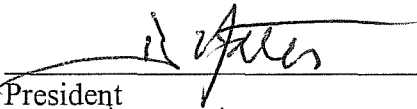
or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

The Everett School District will be solely responsible for purchase, service, and disposal obligations for their use of the Educational Service District's contracts.

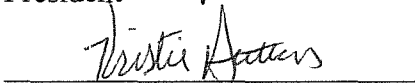
The Everett School District and the Educational Service District No. 112 reserve the right to contract purchases independently, with or without notice to the other Party. This Agreement does not obligate either party to acquire goods or services through the contractual agreements of the other Party.

Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at its regular meeting June 20, 2006.

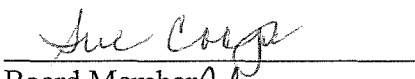
Everett School District No. 2



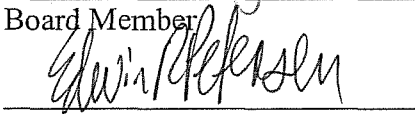
President



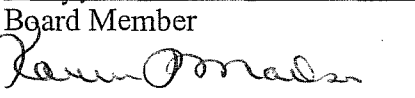
Vice-President



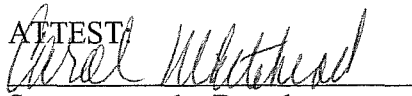
Board Member



Board Member



Board Member

ATTEST


Secretary to the Board

Return Address:

Everett School District No. 2
3715 Oakes Avenue
Everett, WA 98201
Attention: Jennifer Farmer, Procurement Supervisor

**INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

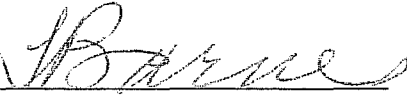
Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law, **Educational Service District 112 and school districts, independent schools, state schools and institutions, educational service districts, colleges, and universities in the State of Washington** hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Educational Service District 112, of Vancouver, Washington, in contracting for the purchase of instructional technology equipment, agrees to extend said contract to K-12 school districts, independent schools, state schools and institutions, educational service districts, colleges and universities in the State of Washington to the extent permitted by law, and agreed upon by all parties.
2. Educational Service District 112 represents and warrants it has complied with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement. Educational Service District 112 further represents and warrants it either posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or has provided an access link to the notice on the State of Washington's web portal. The bid documents specified that the bid would be posted on the website of Educational Service District 112, and Educational Service District 112 has maintained copies of the web posting and has records of the dates that it was posted on the website.

3. School districts, independent schools, state schools and institutions, educational service districts, colleges and universities in the State of Washington accept responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the agency in question. Educational Service District makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating school district, independent school, state school and institution, educational service district, college, or university.
4. A purchase by a school district, independent school, state school and institution, educational service district, college or university shall be effected by a purchase order from its agency, directed to the vendor or other party contracting to furnish specified instructional technology equipment to the school district, independent school, state school and institution, educational service district, college, or university.
5. Educational Service District 112 accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of the purchase price by the school district, independent school, state school and institution, educational service district, college, or university.
6. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing body of both parties shall jointly administer this Agreement.
7. The school district, independent school, state school and institution, educational service district, college, or university purchasing instructional technology equipment shall be solely responsible for acquiring the equipment or property, and all such equipment or property shall be held in that agency's name. The school district, independent school, state school and institution, educational service district college, or university shall also have primary responsibility for disposing such property for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the instructional technology equipment purchased under this Agreement shall be through budgeted funds or other available funds of the school district, independent school, state school and institution, educational service district, college, or university purchasing the equipment. Said school district, independent school, state school and institution, educational service district, college, or university shall be responsible for all budget and accounting procedures related to its purchases.
9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the school district, independent schools, state schools and institutions, educational service districts, colleges, or universities, and Educational Service District No. 112 by resolution, motion, or otherwise.

11. This Agreement shall become effective once it is fully executed and filed with the County Auditor. (RCW 39.34.040)
12. This Agreement shall remain in force until terminated by either party according to the terms herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Avenue
Vancouver, WA 98661




Superintendent

June 12, 2006

Date

EVERETT SCHOOL DISTRICT NO. 2
3715 Oakes Avenue
Everett, WA 98201



Superintendent/President

6-20-06

Date

Instructions:

Sign and return one original document to:

Nellie McCullough-Witt, Secretary
Educational Technology Support Center
2500 NE 65th Avenue,
Vancouver, WA 98661.

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