

## **RESOLUTION NO. 818**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT WITH THE STATE OF WASHINGTON, OFFICE OF STATE PROCUREMENT**

WHEREAS, each of the Parties is 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 desires to reduce our costs in purchasing various equipment, supplies and services for use in the school district; 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 State of Washington, Office of State Procurement 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 thirty (30) 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

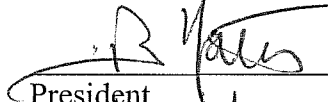
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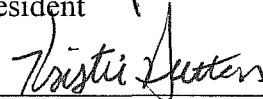
or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

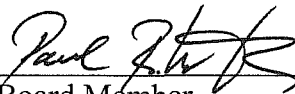
The Everett School District and the State of Washington, Office of State Procurement reserve the right to contract purchases independently, with or without notice to the other Party. This Agreement does not obligate either party to acquire goods or services through the contractual agreements of the other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

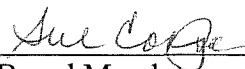
Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at its regular meeting January 25, 2005.


Everett School District No. 2

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member

ATTEST:

  
\_\_\_\_\_  
Secretary to the Board

# Board Agenda Request Form

Date of Board Meeting

01/25/05

Month/Day/Year

7.a.(3)

Subject

Title:

Resolution No. 818 Intergovernmental Cooperative Purchasing Agreement with the State of Washington, Office of State Procurement.

Recommendation:

The Administration recommends adoption of Resolution No. 818 to renew an intergovernmental purchasing cooperative with the State of Washington. This will allow the Everett School District to utilize State contracts for goods and services when it is deemed necessary.

Background

Purpose/Summary:

Resolution No. 818 renews an existing interlocal purchasing agreement with the State of Washington. Due to changes in language to the Interlocal Cooperation Act by HB2615, the annual agreement with the State has been revised. The District evaluates State contracts as an option for purchasing various goods and services and is under no requirement to use State contracts by renewing this agreement.

Previous Related Action:

Additional Information

Agenda Placement:

☐

Information

☐

Action

☒

Consent Agenda

☐

Attachment(s)

Presentation Time

0

Minute(s)

# of Pages 3

Submitted By: Jeff Moore

Contact Person(s):

Jeff Moore

Signature



Jennifer Farmer

Approval

- Applicable Assoc. Supt. signature(s) should be obtained prior to submission to Superintendent's Office

☒ Approved

☐ Denied

☐ Revised (See Attached)

by:

(Associate Superintendent, Finance & Operations)

by:

(Associate Superintendent, Instruction)

Date

1/19/05

Date

Comments:



State of Washington  
DEPARTMENT OF GENERAL ADMINISTRATION  
Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400  
<http://www.ga.wa.gov>

STATE OF WASHINGTON  
INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT FOR  
POLITICAL SUBDIVISIONS

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named municipal corporation or political subdivision of the State of Washington, or political subdivision of another state, Everett Public Schools (hereinafter called the "political subdivision") hereby enter into this Intergovernmental Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the political subdivision, to the extent permitted by law and agreed upon by both parties. The political subdivision accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the political subdivision.
- (2) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (3) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of political subdivision(s), the political subdivision may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington. Purchases by the political subdivision may be made by a purchase order issued by the political subdivision to the state contractor. The political subdivision accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP.
- (4) The political subdivision reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (5) This Agreement shall be effective on the later of the two signature dates appearing below, and shall continue in force until canceled in writing by either party.

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Purchasing Agreement for  
Political Subdivisions**

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- (6) In the event that either the Office of the State Procurement or the political subdivision is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.
- (7) The political subdivision agrees to use only contracts available to the political subdivisions, and only in accordance with those contract terms and conditions. The political subdivision further agrees that all purchases from OSP contracts will be made only for the direct use of the political subdivision's programs and will not be made on behalf of other jurisdictions (political subdivisions).
- (8) The Office of State Procurement is required by statute to recover the costs of administration of its contracts. The Subscription Fee Schedule illustrates the fee structure which is based on the total organization budget. This subscription fee is due upon subscribing for the first year of membership and by January 31 of each year thereafter. Subscription term is January through December. The political subdivision agrees to pay the annual subscription fee as a part of this Agreement.
- (9) OSP may from time to time make changes to this table in either the expense categories or fees, which will be effective with the very next subscription period.

**Subscription Fee Schedule**

Initial in box	Expenses of more than	Expenses of less than	Annual Fee
	\$0.00	\$3,000,000	\$200.00
	\$3,000,001	\$7,500,000	\$500.00
	\$7,500,001	\$21,000,000	\$900.00
	\$21,000,001	\$30,000,000	\$1000.00
	\$30,000,001	\$68,000,000	\$2000.00
	\$68,000,001	\$90,000,000	\$3000.00
	\$90,000,001	\$150,000,000	\$4000.00
	\$150,000,001	and over	\$5000.00

- (10) The State Auditors' most recently published Local Government Comparative Statistics report will be used as the authoritative document to resolve any issues regarding total expenses. Where a political subdivision is not reported separately in that document, the most recently approved budget will be used.
- (11) In addition to the subscription fee, the political subdivision will pay \$85.00 per vehicle (\$75.00 if ordering through the Internet) for each vehicle purchased from the state vehicle contract. Payment will be made to the contractor unless otherwise directed by the Office of State Procurement.

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- (12) In addition to established contracts, custom contracting and procurement services are available for a predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (13) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- (14) Political subdivisions shall be responsible for filing a copy of this agreement with its county auditor's office or the auditor's office in Thurston County, Washington.
- (15) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.080. Similarly, by its signature below, the political subdivision confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.080.

Please return by mail with payment to: State of Washington  
PAF-Pol/Subs Fund 425 04 20 000214  
303 General Administration Bldg.  
P.O. Box 41008  
Olympia, WA 98504-1008