

## **RESOLUTION NO. 929**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT WITH LEAD PUBLIC AGENCIES VIA U.S. COMMUNITIES**

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have or will enter into Master Agreements to provide a variety of goods, products, and services (herein "Products") based on national volumes; and

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions, and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase; 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 Products; and

WHEREAS, the Everett School District desires to reduce our costs in purchasing various Products 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 Lead Public Agencies via U.S. Communities 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 Everett School District No. 2 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 or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

The Everett School District No. 2 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 its regular meeting November 4, 2008.

Everett School District No. 2



President



Vice-President



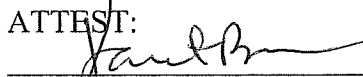
Board Member



Board Member

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Board Member

ATTEST:



Secretary to the Board