## **RESOLUTION NO. 1024**

## INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT WITH THE COOPERATIVE PURCHASING NETWORK

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 The Cooperative Purchasing Network is organized and existing under and by virtue of the laws of the State of Texas. 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 desires to reduce their cost in procuring services, equipment, and supplies for use in the 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 The Cooperative Purchasing Network be formed as an interlocal cooperative for the purpose of enabling Everett School District to utilize the competitively bid contracts awarded by The Cooperative Purchasing Network for equipment, services, and supplies.

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 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 will be solely responsible for purchase, service, and disposal obligations for their use of the lead agencies 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 its regular meeting July 5, 2011.

President

Vice-President

Vice-President

Board Member

Board Member

ATTEST

Secretary to the Board