

**EVERETT SCHOOL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 1166**

Intergovernmental Cooperative Purchasing Agreement for the Purpose of Establishing an
Interlocal Agreement with Baltimore City Public Schools

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 Baltimore City Public Schools is organized and existing under and by virtue of the laws of the State of Maryland. 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 conducted and awarded a procurement process subject to the laws of the State of Washington for a Human Resources Information System; and

WHEREAS, Baltimore City Public Schools desires to acquire software and services subject to the cost savings and efficiencies available by use of the Everett School District contract; 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 Baltimore City Public Schools be formed as an interlocal cooperative for the purpose of enabling Baltimore City Public Schools to utilize the competitively bid contract awarded by the Everett School District for a Human Resources System;

This Agreement shall allow the purchase or acquisition of goods and services by Baltimore City Public Schools 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, and Baltimore City Schools finds and affirms that the contract awarded by Everett Public Schools meets or exceeds their own statutory requirements.

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

Baltimore City Public Schools will be solely responsible for purchase, service, and disposal obligations for their use of the Everett School District contract.

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.

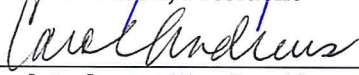
Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at a regular meeting thereof, held on April 10, 2018.

EVERETT SCHOOL DISTRICT NO. 2

A municipal corporation of the
State of Washington



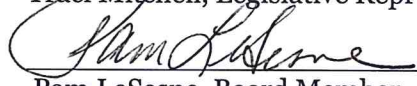
Caroline Mason, President



Carol Andrews, Vice President




Traci Mitchell, Legislative Representative



Pam LeSesne, Board Member

Ted Wenta, Board Member

Attest:



Dr. Gary Cohn
Superintendent & Secretary to the Board of Directors