

RESOLUTION NO. 06-06
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE COOPERATIVE PURCHASING AGREEMENT
Between Edmonds School District #15 and
Educational Service District 112

WHEREAS, RCW 28A.320 and RCW 39.34, the Interlocal Cooperative Act, permits the District to establish interlocal cooperative purchasing agreements with other Political Subdivisions; and

WHEREAS, Edmonds School District No. 15 and ESD 112 desire to reduce their respective costs in purchasing various equipment, supplies and services; and

WHEREAS, the Board of Directors of each of the parties has determined that the best interest of each district shall be served by the formation and maintenance of a joint purchasing agreement which shall remain in force until terminated by either party.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

1. That a joint purchasing cooperative by and between Edmonds School District No. 15, and ESD 112, hereinafter referred to as "the districts" be formed as an interlocal cooperative for the purpose of purchasing various equipment, supplies and services.
2. That the Superintendent or designee of Edmonds School District No. 15, Snohomish County, Washington, is hereby designated as representative to the joint purchasing cooperative, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.
3. That the Edmonds School District No. 15 reserves the right to contract independently for the purpose of any items or services, with or without notice to the districts.

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 13th day of August, 2002.

EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS


Patrick Shields, President

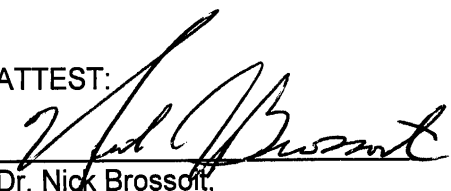

Gary Noble, Vice President


Susan Paine, Legislative Representative

Ann McMurray, Director

Dr. Bruce Williams, Director

ATTEST:


Dr. Nick Brossoff,
Board Secretary/Superintendent

Return Address:

Dr. Nick Brossoit, Superintendent
Edmonds School District #15
20420 68th Avenue West
Lynnwood, WA 98036

**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:

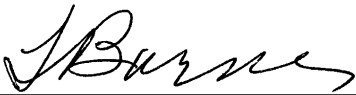
1. Educational Service District 112, of Vancouver, Washington, in contracting for the purchase of instructional technology equipment, agrees to extend said contract to K-12 school districts, independent schools, state schools and institutions, educational service districts, colleges and universities 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

3/8/06

Date

EDMONDS SCHOOL DISTRICT 15

20420 68th Avenue West
Lynnwood, WA 98036



Superintendent/President

3-28-06

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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