

RESOLUTION NO. 12-53  
EDMONDS SCHOOL DISTRICT NO. 15  
SNOHOMISH COUNTY, WASHINGTON

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AUTHORIZE INTERLOCAL AGREEMENT  
between Edmonds School District  
and  
The Cooperative Purchasing Network

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WHEREAS, RCW 39.34, the Interlocal Cooperative Act, permits the District to establish interlocal cooperative agreements with other governmental agencies; and

WHEREAS, Edmonds School District No. 15 desires to utilize the competitively bid contracts available through The Cooperative Purchasing Network (TCPN) and become a Member Agency; and

WHEREAS, the TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract;

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 agreement by and between Edmonds School District No. 15, and The Cooperative Purchasing Network hereinafter referred to as "TCPN" 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 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 27th day of November, 2012.

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EDMONDS SCHOOL DISTRICT NO. 15  
BOARD OF DIRECTORS

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Ann McMurray, President

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Susan Phillips Vice President

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Diana White, Director

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Gary Noble, Director

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Kory DeMun, Director

ATTEST:

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Nick Brossoit, Ed.D.  
Secretary of the Board

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# INTERLOCAL AGREEMENT Region 4 Education Service Center

## Contracting Parties

Edmonds School District #15  
School District or Public Entity

\_\_\_\_\_  
County-District Number

Region 4 Education Service Center

101 - 950  
County-District Number

This agreement is effective NOVEMBER 28, 2012 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

### Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

### Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

### Role of the Member School District or Public Entity:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.

6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Pay vendors in a timely manner for all goods and services received.

### **General Provisions**

1. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Region 4 ESC are located, which is Harris County, Texas.
4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this agreement being executed or the performance of the functions and obligations describe herein.
7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.
8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.
9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.
10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.
11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.



PDF Return

3.

**Board Agenda**

**Meeting Date:** 11/27/2012  
**Submitted By:** Sandra Masterman, Business Services (2L)

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**Information****Subject**

Approve Interlocal Agreement with The Cooperative Purchasing Network (TCPN), Resolution 12-53

**Recommendation**

It is recommended that the Board approve the Interlocal Agreement with TCPN to utilize their competitively bid contracts.

**Background**

TCPN is a national governmental purchasing cooperative able to leverage the purchasing potential of governmental entities in all 50 states. All TCPN contracts are competitively bid and evaluated by a government entity serving as the lead agency. Region 4 Education Service Center serves as the primary lead agency for TCPN contracts. The lead agency awards these contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. TCPN contracts are available for use, and benefit, public and private schools, colleges and universities, cities, counties, non-profits and all governmental entities.

TCPN provides access to a large number of contracts. By joining the cooperative, the District is able to use these contracts without having to go through the entire competitive bid process. Purchasing Department will evaluate each contract to determine whether or not the contract meets our state bid law requirements before making use of the contract.

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**Fiscal Impact**

**Fiscal Year:** 2013

**Amount Requested:**

**Source of Funds:**

**Account Code:**

**Fiscal Impact:**

It is difficult to determine the exact fiscal impact. It depends on the number of contracts that we make use of. Currently we expect to use the TCPN contract awarded GovConnection to purchase our Lenovo computers. There is also a contract with Lowes Hardware that we will be using.

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**Attachments**

Resolution

TCPN Interlocal

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**Form Review**

**Inbox**

Bus Serv - Tech Review - Manny Juzon  
Business & Operations Exec Dir  
Superintendent's Office

**Reviewed By**

Manuel Juzon  
Stewart Mhyre  
Jo Ann Kerns

**Date**

11/16/2012 02:16 PM  
11/19/2012 03:48 PM  
11/19/2012 03:52 PM

**Form Started By:** Sandra Masterman

**Started On:** 11/16/2012 11:45 AM

**Final Approval Date:** 11/19/2012

AgendaQuick©2005 - 2013 Destiny Software Inc., All Rights Reserved