

Return Address:

JB Fitzpatrick
Bethel School District
Information Services Dept.
516 E. 176th Street
Spanaway, WA 98387

**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



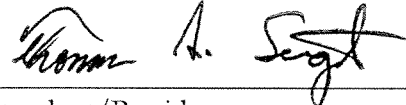
Superintendent

1-11-06

Date

BETHEL SCHOOL DISTRICT

516 E. 176th Street
Spanaway, WA 98387



Superintendent/President

1/25/06

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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**EDUCATIONAL
SERVICE
DISTRICT 112**

2500 NE 65 Avenue, Vancouver, WA 98661 | T 360 750 7500 F 360 750 9706 TDD 360 750 7510

January 12, 2006

JB Fitzpatrick
Information Services Dept
Bethel SD
516 E. 176th Street
Spanaway, WA 98387

Counties

Clark
Cowlitz
Klickitat
Pacific
Skamania
Wahkiakum

Board of Directors

Bill Baumann
Kenneth Botero
Ann Campbell
Richard Graham
Marilyn Koeninger
Darlene Stickel
Steve Wrightson

Superintendent

Dr. Twyla G. Barnes

Re: Important Notice Regarding Intergovernmental Cooperative Purchasing Agreement for the 2006 Instructional Technology Equipment Bid.

Thank you for your interest in purchasing from Educational Service District 112's contract for instructional technology equipment. We would like to call your attention to several aspects of the Agreement:

1) Approval by the Governing Board:

When a public agency enters into an Interlocal agreement, the agreement must be taken to the agency's governing body (such as the board of directors or the board of regents) for appropriate action before the agreement goes into effect. (RCW 39.34.030(2))

Thus, Interlocal agreements are to be approved by the governing bodies of the public agencies by resolution, motion, or otherwise. We have included language in the Agreement confirming that the Agreement has been approved by the proper governing authority before it is executed by the Superintendent or by the President.

2) House Bill 2615:

House Bill 2615 allows public agencies to piggyback off each other's bids, but only if the bidding agency complies with its statutory bidding requirements *and* either posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, *or* provided an access link to the notice on the State of Washington's web portal. This bill became law in June 2004, and is codified as RCW 39.34.030(5)(b). We have included language in the Agreement to confirm that ESD 112 has complied with these requirements.

3) Term of the Agreement:

The 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.

4) Recording with County Auditor:

RCW 39.34.040 states that Interlocal agreements become effective when they are recorded with the County Auditor. Please file the fully executed Agreement with the Auditor or the Recorder's Office in your County.

5) Important Processing Instructions:

- a) Upon receiving the original signed agreements, your district superintendent or designee should sign and date both of them.
- b) Return one signed original to Nellie at the following address:

Nellie McCullough-Witt
Educational Service District 112
2500 NE 65 Avenue
Vancouver WA 98661-6812
nellie.mccullough-witt@esd112.org
(360) 750-7505, ext. 388

- c) Record your original signed copy at your County Auditor's office. This agreement must be filed before your district can begin purchasing items off the ESD 112 2006 Instructional Technology Bid.

If you have any questions regarding this process, please call or e-mail me, my contact information is above. Thank you.

Sincerely,



Nellie McCullough-Witt

Nellie McCullough-Witt
Secretary, Educational Technology Support Center

Attachment (2)