

Return Address:

Candace Manthey  
Purchasing Manager  
Northshore School District No. 417  
3330 Monte Villa Parkway  
Bothell, WA 98021

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between NORTSHORE SCHOOL DISTRICT NO. 417 and LAKE WASHINGTON SCHOOL DISTRICT NO. 414 (collectively referred to herein as the "Parties"). The Parties enter into this Agreement as of the date of execution by both Parties, for the purposes and under the terms contained herein.

### RECITALS

WHEREAS, each of the Parties is a duly constituted School District, organized and existing under and by virtue of the laws of the State of Washington. Each of the Parties is also a public agency, as that term is defined by RCW 39.34.020;

WHEREAS, The Interlocal Cooperation Act, Chapter 39.34 RCW, provides for cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by a formal advertisement and bid process, and incur certain expenses, and it is in the public interest for the Parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

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 by each Board of Directors for each of the School Districts, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Definition and Purpose Lake Washington School District No. 414 is the public entity that initiated the procurement process to purchase toner cartridges and executed the contract. Northshore School District No. 417 is the follow on entity that seeks to use the contract executed by Lake Washington School district with Pacific NW Business Products. The purpose of this Agreement is to permit Northshore School District to use the contract executed by LAKE Washington School District Bid #08-2145 for the purchase of toner cartridges. The contract will terminate on August 31, 2013.

2. Duration This Agreement shall become effective once it is fully executed and posted on Northshore School District's website. This agreement shall remain in force until the end of the contract award.
3. Manner of Acquiring, Holding, and Disposing of Property Northshore School District shall be solely responsible for acquiring the real or personal property it purchases, and all such property shall be held in Northshore School District's name. Northshore School District shall also have primary responsibility for disposing of such property for the duration of the Agreement.
4. Manner of Financing The manner of financing the goods purchased under this Agreement shall be through budgeted funds or other available funds of Northshore School District. Lake Washington School District accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of Northshore School District.
5. Compliance with Bidding Requirements Lake Washington School District, contracting with a third party vendor through a bid, proposal, or contract, shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement. Lake Washington School District has either posted the bid or solicitation notice on a website established and maintained by the School District, or other service provider, for the 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. Lake Washington School District shall print out a copy of the web posting and note the dates that it was posted on the website.
6. Filing of the Agreement A copy of this Agreement shall be filed with the County Auditor's Office or electronically, by subject, on the Parties' websites.
7. Adoption of Agreement The Board of Directors for each School District authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
8. Independent Right to Contract Each Party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.
9. No obligation This Agreement does not obligate either Party to acquire goods or services, with or without notice being given to the other Party.
10. Amendments This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed, and duly approved by the Boards or other governing bodies/authorities of both Parties.
11. Governing Law The terms of this Agreement shall be governed by the laws of the State of Washington.

The parties acknowledge that they have read, understand, and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

NORTHSHORE SCHOOL DISTRICT NO. 417

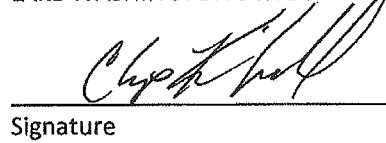
  
\_\_\_\_\_  
Signature

PRINTED NAME: Larry Francois

TITLE: Superintendent

DATE: 9/14/11

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

  
\_\_\_\_\_  
Signature

PRINTED NAME: Chip Kimball

TITLE: Superintendent

DATE: 10/14/11