

ENUMCLAW SCHOOL DISTRICT No. 216



Resolution No. 942

Interlocal Agreement

WHEREAS, the State has authorized interlocal cooperative agreements between other governmental agencies or agents; and

WHEREAS, the Northshore School District established a competitive selection for Energy Service Companies (ESCOs) to negotiate performance-based contracts with contractors selected from a pre-qualified list; and

WHEREAS, the selected ESCOs have agreed to extend the same services to other public agencies who have entered into an Intergovernmental Cooperative Purchasing Agreement with Northshore School District;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT, this INTERLOCAL AGREEMENT ("Agreement") is entered into by and between ENUMCLAW SCHOOL DISTRICT No. 216 and NORTHSHORE SCHOOL DISTRICT No. 417 (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.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Enumclaw School District #216, this 17th day of August, 2009.

ENUMCLAW SCHOOL DISTRICT NO. 216
BOARD OF DIRECTORS

Handwritten signatures of board members on lines.

ATTEST:

Handwritten signature of Secretary, Board of Directors.

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. Northshore School District No. 417 is the public entity that initiated the procurement process to purchase goods and services and executed the contract. Enumclaw School District is the follow-on entity that seeks to use the contract executed by Northshore School District with a third party vendor(s). The purpose of this Agreement is to permit Enumclaw School District to use the contract executed by Northshore School District. Enumclaw School District is piggybacking on Northshore School District's prequalification of Energy Service Companies (ESCO's). Northshore School District, pursuant to the terms of the above process pre-qualified for a minimum of two years, two ESCO's to provide a package of energy services at defined cost/profit structures that met the school district's requirements.
2. Scope. This Agreement shall allow the purchase or acquisition of services from an Energy Service Company (ESCO) by Enumclaw School District directly from the various corporations listed on Northshore School Districts list of pre-qualified ESCO companies as awarded on June 23, 2009. A provision was made in Northshore School District's agreement for other agencies to avail themselves of the goods and services offered under the contract.
3. Duration. This Agreement shall become effective once it is fully executed and filed with the County Auditor or published on the Parties' websites. This Agreement shall remain in force until terminated by either Party according to the terms herein.

4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
5. Administration of Agreement. It is not the intent of the Parties, 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/authority of both Parties shall jointly administer this Agreement.
6. Manner of Acquiring, Holding, and Disposing of Property. Enumclaw School District shall be solely responsible for acquiring the real or personal property it purchases, and all such property shall be held in Enumclaw School District's name. Enumclaw School District shall also have primary responsibility for disposing such property for the duration of the Agreement and upon termination of the Agreement.
7. Manner of Financing. The manner of financing the goods and services purchased under this Agreement shall be through budgeted funds or other available funds of Enumclaw School District. Northshore School District accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of Enumclaw School District.
8. Budget. Enumclaw School District shall be responsible for all budget and accounting procedures related to its purchases.
9. Compliance With Bidding Requirements. Northshore 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. Northshore 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.
10. Filing of the Agreement. A copy of this Agreement shall be filed with the County Auditor's Office or electronically on the Parties' websites.
11. 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.
12. 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.
13. No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.

14. 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.
15. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington
16. Signature Blocks. 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.

ENUMCLAW SCHOOL DISTRICT
No. 216

NORTHSHORE SCHOOL DISTRICT
No. 417



Signature



Signature

Printed Name: Michael Nelson
Title: Superintendent

Printed Name: Larry Francois
Title: Superintendent

8.18.09

Date

9/1/09

Date