Interlocal Joint Purchasing Agreement

Pursuant to RCW 28A, RCW 39.34 and other provisions of the law, Northshore School District (NSD) and Snohomish School District (SSD) hereby agree to joint purchasing upon the following terms and conditions:

1. NSD of Bothell, Washington, in contracting for the purchase of printer cartridges agrees to extend said contract to the Snohomish School District to the extent permitted by law, and agreed upon by all parties.

2. NSD 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. NSD 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 solicitations, or has provided an access link to the notice of the State of Washington’s web portal. The bid documents specified under the instructions to bidders that the bid would be posted on the website of the NSD and NSD has maintained copies of the web posting and has records of the dates that it was posted on the website.

3. The SSD accepts the responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the agency in question. NSD 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.

4. A purchase by the SSD shall be affected by a purchase order or procurement card from the agency, directed to the vendor contracting to furnish specified printer cartridges to the SSD.

5. NSD 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 SSD.

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. SSD shall be solely responsible for acquiring the printer cartridges and properly disposing of the product for the duration of the Agreement and upon termination of the Agreement.

8. The manner of financing the printer cartridges purchased under this Agreement shall be through budgeted funds or other available funds of the SSD. SSD shall be responsible for all budget and accounting procedures related to its purchase.

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 SSD and NSD by resolution, motion or otherwise.

11. This Agreement shall become effective once it is fully executed and filed with the County Auditor or published on the agencies websites and shall remain in force during the Contract Term, unless NSD terminates the contract prior to the effective date.

Northshore School District
3330 Monte Villa Parkway
Bothell, WA 98021

Larry Francois, Superintendent

Snohomish School District
1601 Avenue D
Snohomish, WA 98290

William A. Mester, Ph.D., Superintendent

05/13/2009
Date