

INTERLOCAL AGREEMENT

PEPPM/Central Susquehanna Intermediate Unit Cooperative Purchasing Program

RECITALS

RCW 39.34 allows cooperative purchasing between Washington public agencies and public agencies of other states.

Central Susquehanna Intermediate Unit ("CSIU") is a Pennsylvania state agency that has developed and operates a national cooperative bidding program for technology equipment and supplies known as the Premier Education Purchasing Program ("PEPPM").

While PEPPM specifically receives bids for Pennsylvania and California schools and agencies, terms of its master purchasing contracts allow other states' entities, including public school districts, to utilize its competitively awarded contracts.

Lake Washington School District No. 414, a duly constituted School District, organized and existing under and by virtue of the laws of the State of Washington, hereinafter called the "Public Agency", desires to enter into an agreement with CSIU/PEPPM to utilize its awarded purchasing contracts.

TERMS OF AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, CSIU, as the administering agency for the PEPPM Technology Bidding and Purchasing Program, (CSIU/PEPPM), and the Public Agency, hereby agree to cooperative governmental purchasing upon the above recitals, which are incorporated herein by this reference, and the following terms and conditions:

1. Extension of CSIU/PEPPM Contracts. Whenever CSIU/PEPPM has included in contracts with any vendor the authority for the purchase of goods and/or services by a Public Agency, the Public Agency may purchase on the same terms and conditions as CSIU/PEPPM. CSIU/PEPPM's standard bid and contract terms and conditions, as may be amended from time to time, shall apply to all Public Agency's purchases made using CSIU/PEPPM contracts and procedures. This Agreement does not, however, obligate the Public Agency to acquire any goods or services or dispose property through the contractual agreements of CSIU/PEPPM.
2. Public Agency Use and Payment. The Public Agency will be responsible for the payment of any goods or services purchased through CSIU/PEPPM contracts. Such purchase may be affected by a direct contract between the Public Agency and the vendor; however, the Public Agency shall order goods or services under CSIU/PEPPM contracts, pursuant to CSIU/PEPPM ordering procedures.

CSIU/PEPPM accepts no responsibility for the performance of any vendor used by the Public Agency and accepts no responsibility for payment of the purchase price owed to vendor by the Public Agency.

3. Ownership. Any goods or services procured by the Public Agency under CSIU/PEPPM awarded contracts shall remain the exclusive property of or under control of the Public Agency.

4. **Independent Contractors.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
5. **Liability and No Third Party Liability.** The CSIU/PEPPM Board of Directors has determined that the Public Agency will have no financial or organizational liability to CSIU/PEPPM or its partnership agencies. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, entity, corporation not a party to this Agreement.
6. **Governing Laws.** CSIU/PEPPM represents and warrants it has complied with its statutory requirements under applicable state law regarding notice, for bids or proposals for goods or services subject to this Agreement. CSIU/PEPPM further represents and warrants it either posted the bids or solicitation notices on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for the purposes of posting public notice of bids or proposal solicitations. CSIU/PEPPM has maintained copies of the web postings and has records of the dates that the bids were posted on the website, and has other records showing that notices required under applicable state law were provided. The Public Agency accepts responsibility for compliance with any additional or varying laws and regulations of Washington state governing purchases by or on behalf of the Public Agency.
7. **No Membership Fees.** There is no annual Public Agency fee required in order to participate in CSIU/PEPPM.
8. **Term.** This Agreement shall commence on the Effective Date and remain in force until canceled by either party in writing.
9. **Effective Date.** This Agreement shall be effective upon execution by both parties and as authorized by the respective governing bodies.

CSIU/PEPPM

Central Susquehanna Intermediate Unit /
Premier Educational Purchasing Program

By: 
Authorized Signature

Date: 5-3-11

PUBLIC AGENCY

Lake Washington School District No. 414

By: 
Authorized Signature

Date: April 18, 2011