

Return Address:

Robert Trepanier
Lake Washington SD
PO Box 97039
Redmond WA 98073

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between LAKE WASHINGTON SCHOOL DISTRICT NO. 414 (the "District") and the National Joint Powers Alliance ("NJPA") (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, the District is a duly constituted School District, organized and existing under and by virtue of the laws of the State of Washington, and NJPA is a governmental agency operating under the laws of Minnesota. 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, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

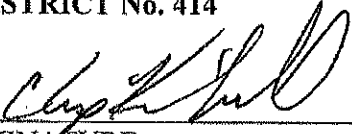
1. Purpose. The purpose of this Agreement is to permit the District to use the contracts executed between NJPA and third party vendors.
2. Scope. This Agreement shall allow the purchase or acquisition of goods and services by the District directly from a third party vendor if a provision has been made in NJPA's contract with that third party vendor that permits 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 by both Parties. 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 one Party providing 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 bodies of both parties shall jointly administer this Agreement.
6. No Financial or Organizational Liability. The NJPA Board of Directors has determined that the District will have no financial or organizational liability to NJPA or its partnership agencies.
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 the District.

8. Budget. The District shall be responsible for all budget and accounting procedures related to its purchases.
9. Compliance With Bidding Requirements. NJPA represents and warrants it has complied with its statutory requirements under Minnesota law regarding notice for bids or proposals for goods or services subject to this Agreement. NJPA 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, or has provided an access link to the notice on the State of Washington's web portal. NJPA 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 Minnesota law were provided.
10. Adoption of Agreement. The Board of Directors for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
11. 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.
12. No Obligation. This Agreement does not obligate the District to acquire goods or services or dispose property through the contractual agreements of NJPA.
13. 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 Board of Directors of both Parties.
14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
15. 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.

LAKE WASHINGTON SCHOOL
DISTRICT No. 414

NATIONAL JOINT POWERS
ALLIANCE



SIGNATURE



SIGNATURE

PRINTED NAME: Chip Kimball
TITLE: Superintendent

PRINTED NAME: TODD LYSO
TITLE: EXECUTIVE DIRECTOR

11/8/10

DATE

11/16/2010

DATE