

Return Address:

Kennewick School District # 17
524 South Auburn Street
Kennewick, WA 99336

**INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT
FOR COOPERATIVE PURCHASING CONTRACTS FROM ESD 112**

Pursuant to Title 28A.RCW, Chapter 39.34 RCW, and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, Educational Service District 112, a political subdivision of the State of Washington (ESD 112), and Kennewick School District # 17 (**Purchasing Agency**), hereby agree to enter into this agreement for the cooperative purchasing of furniture, supplies and equipment (Agreements) subject to the following terms and conditions:

1. ESD 112 solicits competitive contracts with various vendors for the purchase of furniture, supplies and equipment. ESD 112 agrees to extend the terms and conditions of said contract(s) to the Purchasing Agency, to the extent permitted by law, and agreed upon by all parties.
2. ESD 112 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. ESD 112 further represents and warrants it posted the bids or solicitation on a website established and maintained by ESD112, for the purposes of posting public notice of bids or proposal solicitations for ESD 112's purchasing program.
3. The Purchasing Agency agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchases they make. ESD 112 makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating Purchasing Agency.

4. To purchase furniture, supplies and equipment under the vendor contract(s), Purchasing Agency shall send a purchase order directly to the vendor(s) or vendor's subcontractors that are furnishing specified furniture, supplies and equipment to the Purchasing Agency using a specified ESD 112 contract number.
5. ESD 112 accepts no responsibility for any vendor or vendor's subcontractors' performance of any purchasing contract and accepts no responsibility for the payment of the purchase price by the Purchasing Agency.
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 bodies of both parties shall jointly administer this Agreement in accordance with the terms contained herein.
7. The Purchasing Agency shall be solely responsible for acquiring the products or property, and all such products or property shall be held in Purchasing Agency's name. The Purchasing Agency shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the furniture, supplies and equipment purchased under this Agreement shall be through budgeted funds or other available funds of the Purchasing Agency. Said Purchasing Agency shall be responsible for all budget and accounting procedures related to its purchases.
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 Purchasing Agency and ESD 112 by resolution, motion, or by other means specifically authorized by law.
11. This Agreement shall supersede all prior agreements and understandings with ESD 112 and the Purchasing Agency pertaining to cooperative purchasing, including the interlocal agreement authorizing the cooperative purchase of instructional technology equipment. This Agreement may only be amended by a written document duly executed by the parties.
12. This Agreement shall become effective once it is fully executed and filed with the County Auditor, or listed by subject on ESD 112's or on the Purchasing Agency's web site or other electronically retrievable public source . The Purchasing Agency shall file or list the Agreement on their website prior to purchasing items from the ESD 112 contract(s).
13. This Agreement shall remain in force until terminated by ESD 112 or the Purchasing Agency. ESD 112 or the Purchasing Agency may terminate this Agreement upon sixty (60) days written notice to the other party.

EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Avenue
Vancouver, WA 98661

Twyla Barnes

Dr. Twyla Barnes, Superintendent

Date Jan 11, 2010

KENNEWICK SCHOOL DISTRICT # 17
524 South Auburn Street
Kennewick, WA 99336

Dave Bond Superintendent

[Signature and Title]

Date 1/15/10

Instructions:

Sign and return one original document to:
Educational Service District 112
2500 NE 65th Avenue,
Vancouver, WA 98661