

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, Puget Sound Educational Service District (PSESD), a political subdivision of the State of Washington and Thurston County (Purchasing Agency), hereby agree to enter into this agreement for the cooperative purchasing of various technology goods and services subject to the following terms and conditions:

1. PSESD operates the Washington Learning Source (WLS) purchasing program under which competitive bids and proposals are solicited on behalf of school districts and other educational organizations for the purchase of technology goods and services. PSESD 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. PSESD represents and warrants it has complied with its statutory requirements under Washington State law regarding notice for bids or proposals for goods or services subject to this Agreement. PSESD further represents and warrants that it posted the solicitations on the Washington's Electronic Business Solutions website.
3. The Purchasing Agency agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchase they make. PSESD 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 various technology goods and services under the vendor contract(s), Purchasing Agency shall send a purchase order or contract directly to the vendor(s) or vendor's subcontractors that are furnishing specified technology goods and services using a specified WLS contract number.
5. PSESD 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 body 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 purchased technology goods and services 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 PSED by resolution, motion, or other means specifically authorized by law.
11. This Agreement shall become effective once it is fully executed and, pursuant to RCW 39.34.040, filed with the County Auditor or listed by subject on the public 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 WLS contract(s).
12. This Agreement shall remain in force until terminated by either party according to the terms herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

Puget Sound ESD
WLS
800 Oakesdale Ave SW
Renton, WA 98057


Signature and Title

1-21-2020
Date

Purchasing Agency

Thurston County

By:

Board of County Commissioners
Thurston County, Washington

John Hutchings, Chair

Gary Edwards, Vice-Chair

Tye Menser, Commissioner

Date: _____

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Scott Cushing, Senior Deputy Prosecuting Attorney



Washington Learning Source Membership Form
(For use by Washington State educational entities and public agencies other than school districts)

NAME OF INSTITUTION Thurston County	ORGANIZATION TYPE: <input type="checkbox"/> PRIVATE SCHOOL <input type="checkbox"/> STATE DEPT. OF EDUCATION <input type="checkbox"/> HIGHER EDUCATION INSTITUTION <input type="checkbox"/> NONPROFIT EDUCATIONAL ORGANIZATION <input checked="" type="checkbox"/> STATE AND LOCAL GOVERNMENT
CONTACT PERSON	CONTACT EMAIL
CONTACT PHONE	CONTACT FAX
MAILING ADDRESS 2000 Lakeridge Dr. SW	CITY STATE ZIP Olympia, WA 98502-6045

On behalf of the agency specified herein, I, Superintendent and/or Chief Executive Officer of said agency, have reviewed and accepted:

Robin Campbell
Signature

1/14/20
Date Signed

Robin Campbell
Printed Name

Assistant County Manager
Printed Title

Thurston County
Agency Name

MAIL OR EMAIL YOUR COMPLETED FORM TO:
 Washington Learning Source
 Puget Sound ESD
 800 Oakesdale Ave SW
 Renton, WA 98057
 abolam@walearningsource.org

Purpose

This Washington Learning Source membership form outlines the use of the Washington Learning Source and allows the member to purchase products advertised on the site.

1. Definitions.

"Product" means any product or service that is both: (a) available to be sold, licensed, or otherwise provided to Member pursuant to a Vendor Agreement; and (b) selected by WLS, in its sole discretion, to be covered under this Membership.

"WLS Membership Form" means a form provided by WLS that allows Member to provide certain information about itself.

"Vendor Agreement" means any agreement that is both: (a) entered into by WLS and a third party vendor or reseller of goods and/or services, pursuant to which that third party agrees to sell, license, or otherwise provide certain goods and/or services to WLS, other public agencies, on terms described in that agreement; and (b) selected by WLS, in its sole discretion, to be covered under this Membership.

"Vendor" means a third party vendor or reseller of goods and/or services that has entered into a Vendor Agreement with WLS.

"WLS Policies" means WLS' policies and procedures for ordering, shipment, substitutions, risk of loss/passage of title, returns, incidental charges, and other procedures and terms required by WLS concerning orders for Products.

2. Access to Vendor Agreements.

General. WLS is the public entity that initiates the procurement process to purchase Products and executes the resulting Vendor Agreements. This form allows Member to use those Vendor Agreements to purchase or acquire access to the Products, to the extent permitted by law and as permitted under those Vendor Agreements. Member acknowledges and agrees that prices and availability of Products may change at any time with or without notice, and that prices paid for Products may include administrative fees that will be paid to WLS and its affiliates.

Information Exchange. From time to time: (a) WLS will disseminate information about the Program to Member, including copies of Vendor Agreements. (Portions of those copies may be redacted as required by their terms, but Member will not be bound under this Membership to comply with those redacted portions.); and (b) Member will provide WLS with suggestions about products and services that it would like to see available under the Program and the estimated demand for those products and services:

WLS Policies. Member will comply with the WLS Policies. WLS will make the WLS Policies available to Member by reasonable means, which may include posting them on WLS' web site. WLS may change the WLS Policies from time to time, and it may post a notice of those changes on WLS' web site. Member agrees to periodically review WLS' web site and the WLS Policies in order to keep itself aware of those changes. Member's continued use of the Program constitutes its acceptance of those changes.

Purchase for Own Use Only. Except where WLS expressly permits otherwise, Member will make all of its purchases from Vendors through the Program only for Member's direct use and will not submit any orders or otherwise make any purchases through the Program on any third party's behalf or for resale. Member will not distribute or transfer any Products acquired through the Program without WLS' written consent.

Payment. Member will provide payments for Products directly to the respective Vendor or to WLS, pursuant to the WLS Policies or as directed by WLS. Member will provide its payments to Vendors consistent with the payment terms required under the respective Vendor Agreements and will provide its payments to WLS consistent with Section 4.2.

Contact Person. The "Contact Person" identified in the Membership Form will be WLS' main point of contact with Member, including with respect to receipt of Products, management of internal distribution of Products purchased by Member, and acquisition of information about Vendor Agreements and about WLS activities, resources and services supporting the effective use of technology in education.

Product Suitability. Member acknowledges and agrees that Member, and not WLS, is responsible for examining or evaluating the suitability of any Vendor or Product and the content of any Vendor web site. In obtaining the Products, Member is relying on Vendors'

specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by WLS.

Passwords. Member may be required to use passwords to place orders for Products (and for Direct Purchases, as defined below). Member will comply with the WLS Policies relating to the issuance, protection, and administration of such passwords. As between Member and WLS, Member is solely responsible for any activity by any person that is committed through the use of any password distributed with respect to this Membership.

User Information. Member acknowledges and agrees that contact information and other information about Member's use of the Program, including information about the purchase of Products, will be received, collected, generated, and/or stored by WLS and Vendors through or as a result of participation in the Program, and that such information may be personally identifiable.

No Unauthorized Representations by Member. Member acknowledges that it is not authorized to make any representations or warranties to any third party on behalf of WLS or any Vendor regarding the Program or any Product. However, this section does not bar Member from: (a) repeating statements made on then-current, commercially available packaging and marketing materials provided by the respective Vendor; or (b) making statements that are expressly authorized in writing by WLS or any Vendor, as the case may be.

Member Policies. Member will have or establish policies to ensure that its employees and independent contractors who obtain or use Products through the Program comply with this Membership, the WLS Policies, and the applicable Vendor Agreements.

3. Legal Relationship with Vendors.

Vendor Responsible for Products. Member acknowledges and agrees that Vendors (and not WLS) will provide the Products, and that each Vendor (and not WLS) is responsible for the delivery or non-delivery, quality, nature, and performance of its respective Products. Any license to a Vendor's intellectual property rights will be granted by that Vendor (and not by WLS), and may be subject to additional terms and conditions. **WLS does not assume any responsibility or liability for any Vendor's or other third party's actions or omissions, Products, or information (including web site content).** Member should carefully review Vendors' privacy statements and other terms and conditions before making any purchase under the Program.

Member Compliance with Vendor Agreements. Member will comply with the terms of each Vendor Agreement with respect to Products it orders under that Vendor Agreement. Member agrees that it (and not WLS) is liable to each respective Vendor concerning Member's compliance with those terms. Member acknowledges and agrees that a Vendor or other third party fulfilling a Product order submitted by Member may, as provided in the respective Vendor Agreement, be entitled to seek all legal and equitable remedies against Member if Member fails to comply with the applicable terms of that Vendor Agreement (e.g., by failing to pay the agreed upon purchase price to the Vendor).

4. Direct Purchases.

This Section 4 applies only to those specific products and services selected by WLS (in its sole discretion) for direct sale by WLS ("**Direct Purchases**").

Acceptance; Shipping. Member's orders for Direct Purchases are not binding upon WLS until they have been accepted by WLS. Direct Purchases will be shipped by a third party, and that 3d party is responsible for such delivery. (This does not apply to product keys that WLS may agree to distribute directly to Member.) Member will be responsible for all shipping and related charges.

Payment; Taxes. Member will pay WLS for each Direct Purchase within 30 days of the respective invoice date. The amounts charged for Direct Purchases do not include applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Membership. Any taxes that are (a) statutorily imposed upon Member as a result of entering into this Membership and the payment of the fees hereunder, (b) required to be collected from Member by WLS under applicable law, and (c) based solely upon the amounts payable under this Membership, will be remitted by Member to WLS. Notwithstanding the foregoing portions of this Section 4.2, Member may provide WLS with a valid exemption or reseller certificate in a form acceptable

to the relevant taxing authority, in which case WLS will not collect the taxes covered by such certificate.

Title; Risk of Loss. If Member provides WLS with Member's carrier account number or selects a carrier other than a carrier that regularly ships for WLS, title to products and risk of loss or damage during shipment passes from WLS to Member upon shipment from the shipper's facility (F.O.B. Origin, freight collect). For all other shipments, title to products and risk of loss or damage during shipment passes from WLS to Member upon receipt by Member (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable Vendor. WLS retains a security interest in Direct Purchases until payment in full is received.

5. **WLS Services.** Member and WLS may separately agree, in writing, that WLS will provide certain services to Member. Except as so agreed, WLS is not obligated to provide any services (including support, maintenance, updates, and other assistance) to Member or anyone else concerning any Products.
6. **Reservation of Rights.** WLS (for itself and each Vendor) reserves all rights, title and interest in the Products that are not expressly granted under the respective Vendor Agreements to Member. Neither WLS nor any Vendor, directly or by implication, by estoppel or otherwise, grants any other rights or license to Member.
7. **Term.** This membership becomes effective as of the Effective Date and will continue in effect until one year after the Effective Date, ("**Initial Term**"). Membership will automatically extend for successive additional periods of one year thereafter (each, a "**Renewal Term**"), unless (a) either party provides the other with written notice of non-renewal at least 30 days before the end of the then-current Initial Term or Renewal Term (as applicable); or (b) membership is earlier terminated as provided herein.
8. **Miscellaneous.**

Filing. Following receipt of this form, WLS will file a copy list this form by subject on its web site or other electronically retrievable public source.

Notices. All notices under this membership will be: (a) personally delivered, or (b) sent by registered or certified mail, return receipt requested. Notices under this Section 8.2 will be effective when they are received, and will be sent to Member at the address listed in the Membership Form, or to WLS at its mailing address listed on WLS' web site.

Manner of Financing; Budget. The manner of financing the Products purchased under this membership will be through budgeted funds or other available funds of Member purchasing the Products. Member will be responsible for all budget and accounting procedures related to its purchases.

Intellectual Property Protection. WLS respects the intellectual property rights of others, and it asks that Member do the same. Anyone who believes that their work has been included in WLS' web site in a way that constitutes copyright infringement may notify WLS' copyright agent by providing the following information:

- Identification of the copyrighted work that that person claims has been infringed;
 - Identification of the material that that person claims is infringing and needs to be removed, including a description of where it is located in the Music Archive;
 - That person's address, telephone number, and, if available, e-mail address, so that WLS can contact that person about the complaint; and
 - A signed statement that the above information is accurate; that that person has a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that that person is the copyright owner or is authorized to act on the copyright owner's behalf in this situation.
- This is the address for sending notices of copyright infringement to WLS:

Washington Learning Source
Puget Sound Educational Service District
800 Oakesdale Ave SW
Renton, WA 98057-1221