INTERLOCAL AGREEMENT
Region 4 Education Service Center

Contracting Parties

Bellingham School District — 37-501
Washington State School District or Public Entity — County-District Number

Region 4 Education Service Center — 101 - 950
County-District Number

This agreement is effective January, 2016 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

The Revised Code of Washington (RCW) 39.34.030(2) authorizes any two (2) or more public agencies to enter into agreements with one another for joint or cooperative action, pursuant to Chapter 39 RCW. RCW 39.34.080 further authorizes any one (1) or more public agency to contract with any one (1) or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into contract is authorized by law to perform.

The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

Role of the Member School District or Public Entity:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.

2. Designate a contact person for the cooperative.

3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.

4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.

6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

7. Pay vendors in a timely manner for all goods and services received.

General Provisions

1. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.

3. This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Region 4 ESC are located, which is Harris County, Texas.

4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.

6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this agreement being executed or the performance of the functions and obligations describe herein.

7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.

8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.

9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.

10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.

11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

School District or Public Entity

By _____
Authorized Signature

Dr. Greg Baker, Superintendent
Title

January 14, 2016
Date

Kathryn Weilage
Contact Person

Director of Business Services
Title of Contact

1306 Dupont St
Street Address

Bellingham, WA 98225
City, State Zip

360-676-6529
Contact's Telephone Number

kathryn.weilage@bellinghamschools.org
E-mail Address

Region 4 Education Service Center

By _____
Authorized Signature

Region 4 ESC Chief Financial Officer
Title

01/29/16
Date

713-744-6835
Telephone Number

robert.zingelmann@esc4.net
Email Address