

INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law, **Educational Service District 113 and school districts, independent schools, state schools and institutions, educational service districts, colleges, and universities in the State of Washington** hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Educational Service District 113, of Olympia, Washington, in contracting for the purchase of various technology and telephony equipment and services, agrees to extend said contracts to K-12 school districts, independent schools, state schools and institutions, educational service districts, colleges and universities in the State of Washington to the extent permitted by law, and agreed upon by all parties.
2. Educational Service District 113 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. Educational Service District 113 further represents and warrants it either posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or has provided an access link to the notice on the State of Washington's web portal. The bid documents specified that the bid would be posted on the website of Educational Service District 113, and Educational Service District 113 has maintained copies of the web posting and has records of the dates that it was posted on the website.
3. School districts, independent schools, state schools and institutions, educational service districts, colleges and universities in the State of Washington accept responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the agency in question. Educational Service District makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating school district, independent school, state school and institution, educational service district, college, or university.
4. A purchase by a school district, independent school, state school and institution, educational service district, college or university shall be effected by a purchase order from its agency, directed to the vendor or other party contracting to furnish specified instructional technology equipment to the school district, independent school, state school and institution, educational service district, college, or university.
5. Educational Service District 113 accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of the purchase price by the school district, independent school, state school and institution, educational service district, college, or university.
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.
7. The school district, independent school, state school and institution, educational service district, college, or university purchasing instructional technology equipment

**SCHOOL DISTRICT NO. 401
HIGHLINE PUBLIC SCHOOLS
KING COUNTY, WASHINGTON
RESOLUTION NO. 2266**

WHEREAS, school districts in the State of Washington are authorized by RCW 39.34.030, the Interlocal Cooperative Act, to enter into cooperative agreements, and to establish and maintain a joint purchasing agency for services and equipment; and

WHEREAS, Highline School District No. 401 has received a notice of the Educational School District 113 contract for Network Services and Equipment, IPT and Wireless LAN Equipment; and

WHEREAS, a need exists within Highline School District No. 401 for this type of service and equipment; and

WHEREAS, the ESD 113 contracts included language allowing for participation by K-12 institutions; and

WHEREAS, Highline School District will only be responsible to pay for items/services ordered by purchase order and would not be held responsible for items purchased by other entities joining the cooperative action; and

WHEREAS, the boards or other governing body or their designee of both parties shall jointly administer this Agreement; and

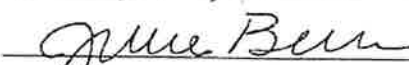
WHEREAS, this agreement shall remain in force until terminated by either party upon sixty (60) days written notice to either party.

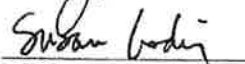
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Highline School District No. 401, King County, Washington, that a joint purchasing cooperative by and between Highline School District No. 401 and Educational Service District 113 be formed as an inter-local cooperative for the purpose of jointly purchasing Network Services and Equipment, IPT and Wireless LAN Equipment.

ADOPTED at a regular open public meeting of the Board of Directors on February 13, 2007.

HIGHLINE SCHOOL DISTRICT NO. 401









Member

I, John P. Welch, Secretary to the Board of Directors of Highline School District No. 401, King County, do hereby certify that the above is a true and accurate copy of original Resolution No. 2266 for the use and purpose intended.



Secretary to the Board