

# *Colville School District 115*

*A Lifetime of Learning*

## **INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between COLVILLE SCHOOL DISTRICT #115 and SPOKANE PUBLIC SCHOOLS, legally referenced as SPOKANE SCHOOL DISTRICT # 81 (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement for PRIMARY VENDOR as of the date of execution for the purposes and under the terms contained herein.

## **RECITALS**

WHEREAS, each of the Parties is duly constituted public agency, as that term is defined by RCW 39.34.020; School District, organized and existing under any by Virtue of the laws of the State of Washington;

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;

NOW THEREFORE, BE IT RESOLVED by each Board of Directors for each of the Parties, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived there from, the Parties agree as follows:

1. Purpose. The purpose of the Agreement is to allow one Party to purchase goods and services through contracts executed and administered by the other Party with one or more third party vendors.
2. Scope. This agreement shall allow the following activities:
  - A. Purchase or acquisition of goods and services by each Party acting as the agent for either or both Parties; or
  - B. Purchase or acquisition of goods and services by each Party directly from a third party vendor where if a provision has been made in a contract with the third party vendor for 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 and posted on each respective Parties website. 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 thirty (30) days Written notice to the other Party.
5. Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement to be interpreted, to create a new or separate legal entity for the Performance of the Agreement. Instead, the Boards of both Parties shall jointly administer this Agreement.
6. Manner of Acquiring, Holding, and Disposing of Property. The Party purchasing goods or services under this Agreement shall be solely responsible for acquiring the real or personal property it purchases, and all such property shall be held in that Party's name. That Party shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
7. Manner of Financing. The method of financing this Agreement shall be through budgeting funds or other available funds of the Party for whose use the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of the other Party.
8. Budget. The Party purchasing the goods or services under this Agreement shall be responsible for all budget and accounting procedures related to such purchases.
9. Compliance With the Bidding Requirements. The Party contracting with a third party vendor through a bid, proposal, or contract (the lead agency) shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and the lead agency shall either post 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 shall provide and access link to the notice on the State of Washington's web portal.
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 either Party to acquire goods or services to dispose of property through the contractual agreements of the other Party.

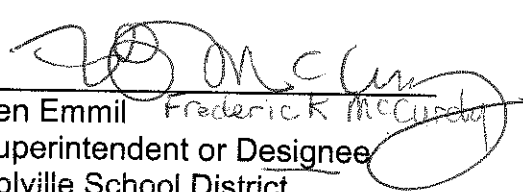
13. Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed, and duly approved by the Board of both Parties.


14. Governing Law. The terms of the 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.

COLVILLE SCHOOL DISTRICT

SPOKANE PUBLIC SCHOOLS

  
Ken Emmil  
Superintendent or Designee  
Colville School District

  
Dr. Mark Anderson  
Associate Superintendent, School  
Support Services

3/11/10  
Date

6-10-10  
Date