

June 24, 2009

SPOKANE SCHOOL DISTRICT NO. 81

Resolution No. 2009-13

A BOARD RESOLUTION FOR AUTHORIZING THE MEMBERSHIP OF SPOKANE PUBLIC SCHOOLS AS A MEMBER PUBLIC AGENCY WITH THE COOPERATIVE PURCHASING NETWORK

WHEREAS, pursuant to the provisions of 28A.335.190 of the Revised Code of Washington, the Board of Directors of Spokane School District No. 81 (the District) must solicit quotations for purchase and lease of supplies, equipment and materials between \$40,000 and \$74,999 and any purchase and lease of supplies, equipment and material over \$75,000 must be competitively bid; and

WHEREAS, pursuant to RCW 39.34, the District may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties to said agreement to cooperatively purchase or acquire supplies, equipment, and materials under future contracts and to utilize each other's contracts, as needs arise; and

WHEREAS, The Cooperative Purchasing Network is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential; this is accomplished through competitively solicited contracts for quality products in accordance with purchasing procedures mandated by state procurement laws and regulations for use by all member governmental agencies to purchase supplies, equipment and materials from the competitively solicited contracts on the terms and conditions set forth in said contracts; and

WHEREAS, Director of Purchasing, has recommended to the Board of Directors that the District register as a member public agency with The Cooperative Purchasing Network under the terms and conditions set forth in the attached Cooperative Purchasing Membership Agreement, which is incorporated herein by this reference; and

WHEREAS, Director of Purchasing, has recommended that she be authorized to take such actions as are necessary to register Spokane School District No. 81 as a member agency with The Cooperative Purchasing Network.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Spokane School District No. 81 as follows:

- (1) Spokane School District No. 81 shall register as a member agency with The Cooperative Purchasing Network under the terms and conditions set forth in the attached Cooperative Purchasing Membership Agreement; and

(2) The Director of Purchasing is authorized to take such actions as necessary to register Spokane School District No. 81 as a member public agency with The Cooperative Purchasing Network for the purposes as cited under RCW 39.34.

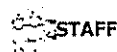
Adopted this 24th day of June, 2009 in Spokane, Washington.

MEMBERS, BOARD OF DIRECTORS

Russell J. [Signature]
Jeffrey H. [Signature]
Reo N. [Signature]
Susan [Signature]
Dan L. [Signature]

ATTEST:

[Signature]
Secretary to the Board of Directors



We do more than provide contracts.
We're with you side by side until the job is complete.

- About TCPN
- Find a Vendor
- Search by Commodity
- Become a Member
- Vendor Information
- Contact Us

COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
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. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

Member Agency

Department Name

Agency Type

K-12

First Name**Last Name****Street Address****City****State**

Washington

Zip Code**Telephone****Fax****Email**

Please take a moment to tell us where you heard about TCPN. If it was at a conference, from a vendor, in a magazine, or another TCPN member, please give us the specific name.

☐ I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS.

[Submit](#) [Reset](#)

[Contact Us](#)

powered by **netStartEnterprise™**