

April 9, 2008

SPOKANE SCHOOL DISTRICT NO. 81

Resolution No. 2008-05

A BOARD RESOLUTION AUTHORIZING THE REGISTRATION OF SPOKANE PUBLIC SCHOOLS AS A PARTICIPATING PUBLIC AGENCY FOR COOPERATIVE PURCHASING THROUGH U.S. COMMUNITIES

WHEREAS, pursuant to the provisions of RCW 28A.335.190(2), Spokane School District No. 81 (the District) must solicit quotations for the purchase of furniture, equipment and supplies whenever the estimated cost is from \$40,000 to \$75,000; and

WHEREAS, pursuant to the provisions of RCW 28A.335.190(2), the District must solicit bids for the purchase of furniture, equipment and supplies whenever the estimated cost is in excess of \$75,000; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the District may enter into cooperative purchasing agreements with other public agencies in order to allow the parties to said agreements to cooperatively purchase or acquire furniture, equipment, and supplies under contracts and to utilize each other's contracts, as needs arise and when it is determined to be in the best interest of the parties to do so; and

WHEREAS, U.S. Communities is a nonprofit instrumentality of governmental agencies that assists public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; this is accomplished through competitively solicited contracts for quality products through lead public agencies, who are members of U.S. Communities, and who allow participating public agencies to purchase furniture, equipment and supplies 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 Spokane Public Schools register as a participating public agency with U.S. Communities under the terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing 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 Public Schools as a participating public agency with U.S. Communities

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

1. Participation by Spokane Public Schools in the U.S. Communities program under the terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement is approved; and
2. The Director of Purchasing is authorized to take such actions as are necessary to register Spokane Public Schools as a participating public agency with U.S. Communities.

Adopted this 9th day of April, 2008 in Spokane, Washington.

MEMBERS, BOARD OF DIRECTORS

Donet D. Dyer
Christine R. Dyer
Lee N. Dyer
Roger Dyer
Eric

ATTEST:

Nancy Howell
Secretary to the Board of Directors



Government Purchasers Saving You Money

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.