

Return Address:

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Procurement Manager
Lake Washington School District No. 414
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P.O. Box 97039
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PURCHASING DEPT

APR 11 2008

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INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between LAKE WASHINGTON SCHOOL DISTRICT No. 414 and ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT No. 11 (collectively referred to herein as the "Parties"). The Parties enter into this Agreement as of the date of execution by both Parties, for the purposes and under the terms contained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted School District, organized and existing under and by virtue of the laws of their respective states. Each of the Parties is also a public agency;

WHEREAS, the Parties are required to make certain purchases by a bid process, 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;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

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

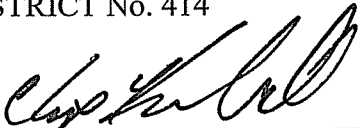
1. Definition and Purpose. Anoka-Hennepin ISD is the public entity that initiated the procurement process to purchase goods and services and executed the contract. Lake Washington School District is the follow on entity that seeks to use the contract executed by Anoka-Hennepin District with a third party vendor. The purpose of this Agreement is to permit Lake Washington School District to use the contract executed by Anoka-Hennepin School District. Lake Washington School District is piggybacking on Anoka-Hennepin ISD's bid No. B70027 for the purchase of music education furniture.

2. Scope. This Agreement shall allow the purchase or acquisition of music education furniture by Lake Washington School District directly from the Wenger Corporation listed on Anoka-Hennepin ISDs bid No B70027 awarded November 23, 2006. A provision was made in Anoka-Hennepin ISD's contract for other agencies to avail themselves of the goods and services offered under the contract. The contract was awarded for a one-year period with three(3) one-year extensions ending December 31, 2009.
3. Duration. This Agreement shall become effective once it is fully executed and filed with the County Auditor. 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 be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the Boards or other governing body/authority of both Parties shall jointly administer this Agreement.
6. Manner of Acquiring, Holding, and Disposing of Property. Lake Washington School District shall be solely responsible for acquiring the real or personal property it purchases, and all such property shall be held in Lake Washington School District's name. Lake Washington School District shall also have primary responsibility for disposing such property for the duration of the Agreement and upon termination of the Agreement.
7. Manner of Financing. The manner of financing the goods and services purchased under this Agreement shall be through budgeted funds or other available funds of Lake Washington School District. Anoka-Hennepin ISD accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of Lake Washington School District.
8. Budget. Lake Washington School District shall be responsible for all budget and accounting procedures related to its purchases.
9. Compliance With Bidding Requirements. Anoka-Hennepin ISD, contracting with a third party vendor through a bid, proposal, or contract, shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement. Anoka-Hennepin ISD has either posted the bid or solicitation notice on a website established and maintained by the School District, or other service provider, for the purposes of posting public notice of bid or proposal solicitations. Anoka-Hennepin ISD shall print out a copy of the web posting and note the dates that it was posted on the website.

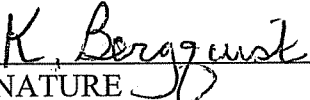
10. Filing of the Agreement. A copy of this Agreement will be available as listed by subject on the Lake Washington School District website or by some other electronically retrievable public source.
11. Adoption of Agreement. The Board of Directors for each School District authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
12. 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.
13. No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.
14. 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 Boards [or other governing bodies/authorities] of both Parties.
15. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington
16. 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.

LAKE WASHINGTON SCHOOL
DISTRICT No. 414

ANOKA-HENNEPIN ISD No. 37



SIGNATURE



SIGNATURE

PRINTED NAME: Chip Kimball
TITLE: Superintendent

PRINTED NAME: Kathleen Bergquist
TITLE: Director of Purchasing

3/17/08

DATE

3/31/08

DATE