

Return Address:

Ms. Charlene Turner
Procurement Manager
Lake Washington School District No. 414
16250 NE 74th St
P.O. Box 97039
Redmond, WA 98073

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between LAKE WASHINGTON SCHOOL DISTRICT No. 414 and VANCOUVER SCHOOL DISTRICT No. 37 (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 the State of Washington. Each of the Parties is also a public agency, as that term is defined by RCW 39.34.020;

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;

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. Vancouver School District 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 Vancouver School District with a third party vendor. The purpose of this Agreement is to permit Lake Washington School District to use the contract executed by Vancouver School District. Lake Washington School District is piggybacking on Vancouver School District's bid No. 1442 for the purchase of physical education equipment and supplies.

2. Scope. This Agreement shall allow the purchase or acquisition of athletic equipment and supplies by Lake Washington School District directly from the various corporations listed on Vancouver School Districts bid No 1442 awarded January 22, 2007. A provision was made in Vancouver School District's contract for other agencies to avail themselves of the goods and services offered under the contract. The contract was awarded for a 5 year period ending January 21, 2012.
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. Vancouver School District 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. Vancouver School District, 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. Vancouver School District 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, or has provided an

access link to the notice on the State of Washington's web portal. Vancouver School District 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 shall be filed with the County Auditor's Office.
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



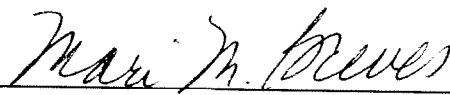
SIGNATURE

PRINTED NAME: Don Saul
TITLE: Superintendent

3/8/07

DATE

VANCOUVER SCHOOL DISTRICT
No. 37



MARI GREVES, PRESIDENT
BOARD OF DIRECTORS



JOHN ERICKSON, SECRETARY
BOARD OF DIRECTORS

MARCH 26, 2007

DATE