



Friday, July 11, 2008

Lake Washington School
Forrest Miller
Director of Facilities
15212 NE 95th ST
Redmond, WA 98052

Dear Forrest:

Enclosed is a signed Participating Agreement between Region 4 Education Service Center/TCPN and Lake Washington School.

We look forward to working with you and appreciate you participating in our purchasing cooperative.

If you have any questions, please contact Jason Wickel, TCPN Director, at (713) 744-6341 or by e-mail at jwickel@tcpn.org. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Pechacek". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Robert A. Pechacek
Deputy Director, Financial Services/CFO
Financial Services Division

Jw/ag

Enclosure

QP134-MEM3 Rev0

The answer is 4®

Region 4 Education Service Center • 7145 West Tidwell Road • Houston, TX 77092-2096
Phone: 713.462.7708 • Fax: 713.744.6514 • www.theansweris4.net
Bill McKinney, Ph.D. – *Executive Director*

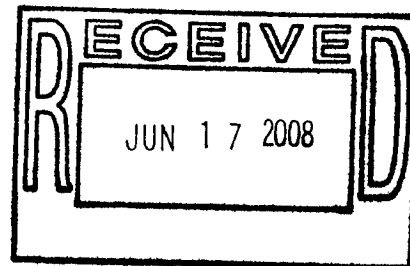
PARTICIPATING AGREEMENT

This Agreement is entered into June 3, 2008 (date), by and between Lake Washington School District and The Cooperative Purchasing Network/Region 4 ESC (TCPN), a Texas government agency administering a cooperative purchasing program. The purpose of this Agreement is to allow LWSD (agency) to purchase commodities and/or services under the same terms, conditions and prices as is available to all TCPN participants.

With respect to this Participating Agreement, LWSD (agency) and TCPN, agree to the following:

1. TCPN has secured the contractor's agreement to provide commodities and/or services to it's non-Texas members under the terms, conditions and prices as contracted for Texas governmental entities.
2. TCPN has reviewed the contracts and determined that it complies with any and all applicable rules, regulations and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
3. It is the responsibility of the non-Texas entity to ensure that their state procurement statutes allow their participation in out-of-state contracts.
4. The authorized participant entity shall issue any and all purchase orders or other applicable authorizations for purchases made on it's behalf to TCPN contractors.
5. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by TCPN participant shall be the exclusive obligation of the participant.
6. The exercise of any rights or remedies by TCPN and/or its participants shall be the exclusive obligation of TCPN and/or its participants.
7. Failure of participant to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other contract user to exercise its own rights and remedies.
8. LWSD (agency) shall provide TCPN with a copy of any contract/purchase order based on a TCPN contract.
9. TCPN makes the contract available to TCPN participating entities "as is," and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
10. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties to the Agreement.
11. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item 13 below, or expiration of.
13. Either party to this Agreement may terminate the Agreement by giving thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

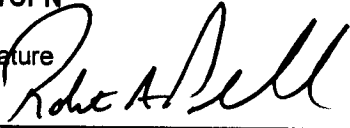
ACT ✓
MASTERLIST ✓
APPROVED ✓
SIGNATURE ✓
SCANNED ✓
WEB & MAILED ✓



The following authorized parties have executed this agreement on behalf of their respective agencies.

For TCPN

Signature

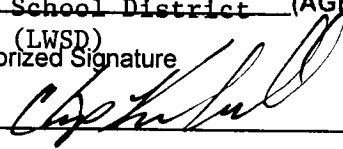


Deputy Director, Financial Services/CFO
Region 4 Education Service Center
7145 West Tidwell
Houston, TX 77092-2096

Date:

6/17/08

Lake Washington
For School District (AGENCY)
(LWSD)
Authorized Signature



Title Superintendent

Date:

June 9, 2008

Forrest Miller
Contact Person

Director of Facilities

Title of Contact

15212 NE 95th St.

Street Address

Redmond, WA 98052

City, State, and Zipcode

(425) 882-5100

Phone

(425) 425-5146

Fax



Lake Washington
School District No. 414

Business Services
16250 N.E. 74th Street • P.O. Box 97039 • Redmond, WA 98073-9739
Office: (425) 702-3223 • Fax: (425) 702-3325

June 11, 2008

Deputy Director, Financial Services/CFO
Region 4 Education Service Center
7145 West Tidwell
Houston, TX 77092-2096

RE: TCPN Participating Agreement

Enclosed please find a signed copy of a Participating Agreement to allow Lake Washington School District to purchase commodities and/or services under the same terms, conditions and prices as is available to all TCPN participants.

Please sign this Participating Agreement and return a copy to my attention at the address above to finalize this agreement.

Thank you for allowing Lake Washington School District to become part of your purchasing network.

Sincerely,

Barbara Posthumus
Coordinator of Business Services