

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Seattle (the "City") and the Lake Washington School District No. 414 ("LWSD") (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 duly constituted Public Agencies, organized and existing under and by virtue of the laws of the State of Washington as 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 Public Agencies, and in consideration of the promises and covenants contained herein and the mutual benefits to be derived there from, the Parties agree as follows:


1. Definition and Purpose. The City is the public entity that initiated the procurement process to purchase HVAC and other miscellaneous filters, and executed the Contract with Commercial Filter Sales, a third party vendor. The purpose of this Agreement is to permit LWSD to use the City of Seattle Contract No. 0000003189 (the "Contract") executed by the City.
2. Scope. This Agreement shall allow the purchase or acquisition of HVAC and other miscellaneous filters by LWSD directly from the qualified vendor(s) on the City's Contract No. 0000003189 awarded 11/12/2013. The Contract was awarded for a 5 year period ending 11/11/2018 per ITB-3189.
3. Duration. This Agreement shall become effective once it is fully executed by both Parties. This Agreement shall remain in force until terminated by either Party according to the terms herein.

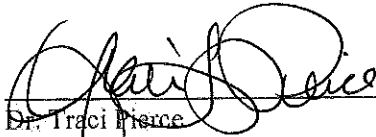
4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
5. Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing bodies of both parties shall jointly administer this Agreement.
6. No Financial or Organizational Liability. City's Board of Directors has determined that LWSD will have no financial or organizational liability to the City or its partnership agencies. The City accepts no responsibility for the performance of the vendor in any contract entered into as a result of the cooperative bid; makes no warranty, express or implied, for any materials or services acquired by LWSD under this 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 LWSD. The City accepts no responsibility for the payment of goods and/or services acquired for the sole and exclusive use of LWSD.
8. Budget. LWSD shall be responsible for all budget and accounting procedures related to its purchases.
9. Compliance With Bidding Requirements. The City represents and warrants it has complied with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement.
10. Adoption of Agreement. The Board of Directors of the Parties authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
11. Independent Right to Contract. The Parties reserve 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.
12. No Obligation. This Agreement does not obligate LWSD to acquire goods and/or services under the Contract.
13. 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 Board of Directors of both Parties.
14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
15. 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.

**THE CITY OF SEATTLE**  
P.O. Box 94687  
Seattle, Washington 98124-4687

**LAKE WASHINGTON SCHOOL**  
DISTRICT No. 414  
P.O. Box 97039  
Redmond, WA 98073-9739

*for*   
\_\_\_\_\_  
Nancy Locke  
Purchasing and Contracting Director

  
\_\_\_\_\_  
Dr. Traci Pierce  
Superintendent

8/5/14  
Date

9/8/14  
Date