

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, Puget Sound Educational Service District (PSESD), a political subdivision of the State of Washington and POKES OF EVERETT, WA (Purchasing Agency), hereby agree to enter into this agreement for the cooperative purchasing of various technology goods and services subject to the following terms and conditions:

1. PSESD operates the Washington Learning Source (WLS) purchasing program under which competitive bids and proposals are solicited on behalf of school districts and other educational organizations for the purchase of technology goods and services. PSESD agrees to extend the terms and conditions of said contract(s) to the Purchasing Agency, to the extent permitted by law, and agreed upon by all parties.
2. PSESD represents and warrants it has complied with its statutory requirements under Washington State law regarding notice for bids or proposals for goods or services subject to this Agreement. PSESD further represents and warrants that it posted the solicitations on the Washington's Electronic Business Solutions website.
3. The Purchasing Agency agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchase they make. PSESD makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating Purchasing Agency.
4. To purchase various technology goods and services under the vendor contract(s), Purchasing Agency shall send a purchase order or contract directly to the vendor(s) or vendor's subcontractors that are furnishing specified technology goods and services using a specified WLS contract number.
5. PSESD accepts no responsibility for any vendor or vendor's subcontractors' performance of any purchasing contract and accepts no responsibility for the payment of the purchase price by the Purchasing Agency.
6. It is not the intent of the parties to this Agreement, 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 of both parties shall jointly administer this Agreement in accordance with the terms contained herein.
7. The Purchasing Agency shall be solely responsible for acquiring the products or property, and all such products or property shall be held in Purchasing Agency's name. The Purchasing Agency shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the purchased technology goods and services under this Agreement shall be through budgeted funds or other available funds of the Purchasing Agency. Said Purchasing Agency shall be responsible for all budget and accounting procedures related to its purchases.

9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the Purchasing Agency and PSESD by resolution, motion, or other means specifically authorized by law.
11. This Agreement shall become effective once it is fully executed and, pursuant to RCW 39.34.040, filed with the County Auditor or listed by subject on the public agency's web site or other electronically retrievable public source. The Purchasing Agency shall file or list the Agreement on their website prior to purchasing items from the WLS contract(s).
12. This Agreement shall remain in force until terminated by either party according to the terms herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

Puget Sound ESD
 WLS
 800 Oakesdale Ave SW
 Renton, WA 98057

[Handwritten signature]
 4/27/15

Purchasing Agency

Port of Everett

[Handwritten signature], Superintendent
 Signature and Title

4/29/15
 Date

[Handwritten signature], CEO/EXECUTIVE DIRECTOR
 Signature and Title

4/16/15
 Date