



School District Return Address:

Concrete School District
45389 Airport Way, Room 103
Concrete, WA 98237

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
FOR SCHOOLMESSENGER SERVICES

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law, **Puget Sound Educational Service District and K-12 school districts in the Puget Sound ESD region** hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Puget Sound Educational Service District (hereinafter called Puget Sound ESD), of Renton, Washington, in contracting for the purchase of SchoolMessenger Notification System services, agrees to extend said contract to K-12 school districts in the Puget Sound ESD region to the extent permitted by law, and agreed upon by all parties.
2. Puget Sound ESD 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. Puget Sound ESD further represents and warrants that it posted the Request for Proposal solicitation notice on the State of Washington's web portal Washington's Electronic Business Solutions (WEBS) <https://fortress.wa.gov/ga/webs/>
3. School districts accept responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the agency in question. Puget Sound ESD makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating school district.
4. A purchase shall be initiated when a school district issues a purchase order directly to the vendor for processing referencing PSED contract #5185-17.
5. Puget Sound ESD accepts no responsibility or liability for the performance of any purchasing contract by the vendor, and accepts no responsibility or liability for the payment of the purchase price by the school district.
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.
7. The school district purchasing equipment shall be solely responsible for acquiring the equipment or property, and all such equipment or property shall be held in that school district's name. The school district shall also have primary responsibility for disposing such property for the duration of the Agreement and upon termination of the Agreement.

8. The manner of financing the goods or services under this Agreement shall be through budgeted funds or other available funds of the school district purchasing the services and/or equipment. Said school district 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 school district and Puget Sound ESD by resolution, motion, or otherwise.
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.
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

M. J. [Signature] 7/24/09
Superintendent Date

Concrete SCHOOL DISTRICT

Barbara Hawkins 6/24/09
Superintendent Date

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Puget Sound ESD
Attn: Purchasing
800 Oakesdale Ave SW
Renton, WA 98057

A countersigned copy will be returned to you.