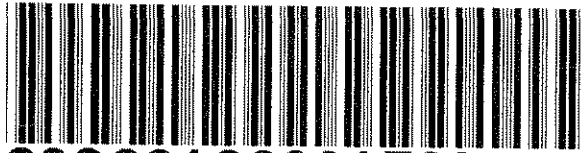


**Return Address:**

Auburn School District Purchasing  
915 Fourth ST NE  
Auburn WA 98002  
253-931-4970



**20060126001569**

AUBURN SCHOOL AG 35.00  
PAGE001 OF 004  
01/26/2006 14:05  
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Interlocal agreement for the procurement of multi-media
3. equipment and supplies 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

1. Educational School District #112, \_\_\_\_\_
2. \_\_\_\_\_, \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. Auburn School District 408, \_\_\_\_\_
2. \_\_\_\_\_, \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

**Return Address:**

Gary Van Hee, A.P.P., Senior Buyer  
Auburn School District  
915 Fourth Street, NE  
Auburn, WA 98002

**INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT**

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law, **Educational Service District 112 and school districts, independent schools, state schools and institutions, educational service districts, colleges, and universities in the State of Washington** hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Educational Service District 112, of Vancouver, Washington, in contracting for the purchase of instructional technology equipment, agrees to extend said contract to K-12 school districts, independent schools, state schools and institutions, educational service districts, colleges and universities in the State of Washington to the extent permitted by law, and agreed upon by all parties.
2. Educational Service District 112 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. Educational Service District 112 further represents and warrants it either posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for 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. The bid documents specified that the bid would be posted on the website of Educational Service District 112, and Educational Service District 112 has maintained copies of the web posting and has records of the dates that it was posted on the website.
3. School districts, independent schools, state schools and institutions, educational service districts, colleges and universities in the State of Washington accept responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the agency in question. Educational Service

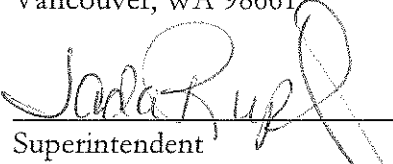
District makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating school district, independent school, state school and institution, educational service district, college, or university.

4. A purchase by a school district, independent school, state school and institution, educational service district, college or university shall be effected by a purchase order from its agency, directed to the vendor or other party contracting to furnish specified multimedia equipment to the school district, independent school, state school and institution, educational service district, college, or university.
5. Educational Service District 112 accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of the purchase price by the school district, independent school, state school and institution, educational service district, college, or university.
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, independent school, state school and institution, educational service district, college, or university purchasing multimedia equipment shall be solely responsible for acquiring the equipment or property, and all such equipment or property shall be held in that agency's name. The school district, independent school, state school and institution, educational service district college, or university 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 multimedia equipment purchased under this Agreement shall be through budgeted funds or other available funds of the school district, independent school, state school and institution, educational service district, college, or university purchasing the equipment. Said school district, independent school, state school and institution, educational service district, college, or university 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, independent schools, state schools and institutions, educational service districts, colleges, or universities, and Educational Service District No. 112 by resolution, motion, or otherwise.
11. This Agreement shall become effective once it is fully executed and filed with the County Auditor.

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.

**EDUCATIONAL SERVICE DISTRICT 112**

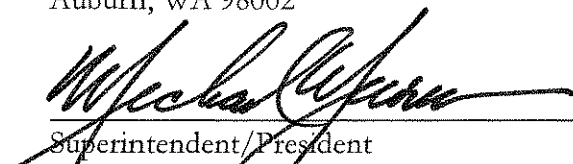
2500 NE 65<sup>th</sup> Avenue  
Vancouver, WA 98661

  
\_\_\_\_\_  
Superintendent

12-27-05  
\_\_\_\_\_  
Date

**AUBURN SCHOOL DISTRICT**

915 Fourth Street NE  
Auburn, WA 98002

  
\_\_\_\_\_  
Superintendent/President

1-25-06  
\_\_\_\_\_  
Date

**Instructions:**

Sign and return one original document to:

Nellie McCullough-Witt, Secretary  
Educational Technology Support Center  
2500 NE 65<sup>th</sup> Avenue,  
Vancouver, WA 98661.

K:\17899\00002\GT\AET\_K2313