

COMPLETED

State of Washington
 DEPARTMENT OF GENERAL ADMINISTRATION
 Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>

STATE OF WASHINGTON
 INTERGOVERNMENTAL COOPERATIVE
 PURCHASING AGREEMENT FOR
 PUBLIC AGENCIES

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named public agency, Central Valley School District, #356 (hereinafter called the "Cooperative member") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.
- (2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.
- (3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (4) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative member (s), the Cooperative member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on their credit assessment of the Cooperative member. Purchases by the Cooperative member may be made by a purchase order issued by the Cooperative member to the state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.
- (5) The Cooperative member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (6) This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.

- (7) In the event that either the Office of the State Procurement or the Cooperative member is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.
- (8) The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member's programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member").
- (9) The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member's last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory's initials in the first column of the Membership Fee Schedule below. The Cooperative member's self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1st 2008 through December 31st 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.
- (10) Membership fees are established every two years. The State Auditors' most recently published *Local Government Comparative Statistics* report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors' Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor's Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.
- (11) In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (12) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- (13) The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor's office.
- (14) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
- (15) PAYMENT and NOTICES: Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:

State of Washington, OSIP AF-Non/Prof Fund: 422 04 20 000214,
 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

Cooperative member contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Cooperative Member Name: **Central Valley School District #356**
 Contact Name: **Darren King, Purchasing Manager**
 Address: **19307 E Cataldo Avenue**
 City, St. Zip: **Spokane Valley, WA 99016**
 Phone Number: **(509) 228-5476**
 Federal Id #: **91-6008402**
 FAX Number: **(509) 228-5479**
 Email Address: **dking@cvsd.org**

Two-Year Membership Fee Schedule

Note: Expenditures below are net of debt service and inter-fund transfers

Initial in box	Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee
	\$0.00	\$3,000,000	\$400
	\$3,000,001	\$7,500,000	\$1,000
	\$7,500,001	\$30,000,000	\$2,000
	\$30,000,001	\$68,000,000	\$4,000
	\$68,000,001	\$90,000,000	\$6,000
	\$90,000,001	\$150,000,000	\$8,000
	\$150,000,001	and over	\$10,000

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The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct.
 Cooperative member Authorized Signature: Applicant must provide an authorized signature.

Name: *Jessie R. [Signature]*
 Title: Exec. Director of Finance
 Address (if not the same as above): _____
 Phone Number: (509) 228-5461
 Date Signed: 8/28/08

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)
 Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number, 35356-001 Please provide this number when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

Name *Al [Signature]* Title Coop Mgr Date 10/17/08

Prepared for: Frank Spain, GA
 Source: FY 06-07 F-196 Annual Financial Statements
 Prepared by: Pam Peppers, OSPI

*Data for Total Expenditures is all Governmental Funds (General Fund, Debt Service Fund, Capital Projects Fund, Transportation Vehicle Fund and Permanent Fund. Permanent Fund does not have Debt Service Expenditures.

CCDDD	District	Total Expenditures - *All Funds	Less Debt Service - All Funds	Total
	STATE TOTAL	11,231,404,181	937,904,005	10,293,500,176
14005	ABERDEEN	61,337,678	2,440,969	58,896,709
21226	ADNA	5,277,744	279,206	4,998,538
22017	ALMIRA	1,917,127	13,103	1,904,024
29103	ANACORTES	29,869,355	3,532,350	26,337,005
31016	ARLINGTON	52,206,344	4,999,645	47,206,698
02420	ASOTIN	5,443,642	-	5,443,642
17408	AUBURN	153,512,536	17,426,677	136,085,859
18303	BAINBRIDGE	51,261,046	6,796,535	44,464,511
06119	BATTLE GROUND	142,444,035	8,260,135	134,183,900
17405	BELLEVUE	240,147,178	29,420,635	210,726,543
37501	BELLINGHAM	101,458,201	7,754,258	93,703,943
01122	BENGE	333,937	-	333,937
27403	BETHEL	176,436,460	10,580,836	165,855,624
20203	BICKLETON	1,589,441	-	1,589,441
37503	BLAINE	23,243,833	3,288,008	19,955,826
21234	BOISTFORT	1,707,257	3,594	1,703,663
18100	BREMERTON	77,366,824	3,702,007	73,664,817
24111	BREWSTER	9,455,946	558,677	8,897,269
09075	BRIDGEPORT	6,835,469	235,225	6,600,244
16046	BRINNON	774,560	2,708	771,852
29100	BURLINGTON EDISON	39,706,912	4,812,741	34,894,172
06117	CAMAS	66,263,418	18,405,458	47,857,960
05401	CAPE FLATTERY	8,832,225	198,174	8,634,051
27019	CARBONADO	1,886,745	166,574	1,720,171
04228	CASCADE	12,630,689	986,319	11,644,369
04222	CASHMERE	25,237,416	1,039,867	24,197,550
08401	CASTLE ROCK	12,887,784	937,758	11,950,026
20215	CENTERVILLE	910,682	12,070	898,611
18401	CENTRAL KITSAP	117,512,100	7,851,025	109,661,075
32356	CENTRAL VALLEY	110,989,090	8,840,668	102,148,422
21401	CENTRALIA	30,758,053	318,304	30,439,749
21302	CHEHALIS	25,884,805	880,427	25,004,378
32360	CHENEY	34,483,121	2,185,680	32,297,440
33036	CHEWELAH	9,857,672	28,236	9,829,436
16049	CHIMACUM	12,160,256	1,402,802	10,757,454
02250	CLARKSTON	25,716,063	1,450,451	24,265,612
19404	CLE ELUM-ROSLYN	9,235,014	783,178	8,451,836