

**INTERLOCAL AGREEMENT BETWEEN
SUNNYSIDE SCHOOL DISTRICT #201
AND ~~XXXX~~ SCHOOL DISTRICT NO. ____**

**FOR PURCHASING OFF OF
SUNNYSIDE SCHOOL DISTRICT'S PURCHASE AGREEMENT
WITH APPLE, INC. DATED OCTOBER 17, 2013**

This Interlocal Agreement (õAgreementö) is entered into by and between Sunnyside School District No. 201 and _____ School District No. ____ (collectively õPartiesö). The Parties hereby enter into this Agreement as of the date of execution subject to the terms and conditions contained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted School District organized and existing under and by virtue of the laws of the State of Washington. Each of the Parties is also a public agency, as that term is defined by RCW 39.34.020, and

WHEREAS, school districts in the State of Washington are authorized by RCW 28A.320.80 and Chapter 39.34 RCW, to enter into cooperative agreements for the purchase of various equipment, supplies and services; and

WHEREAS, Sunnyside School District solicited a request for proposal for computers and tablets per RCW 39.04.270 dated June 24, 2013;

WHEREAS, Sunnyside School District's Purchase Agreement with Apple Inc., dated October 17, 2013 permits other public agencies to avail themselves of the equipment and services offered under the Agreement, provided, however, that the Sunnyside School District will not have any responsibility or liability for orders issued by other public agencies utilizing the Sunnyside School District's Agreement;

WHEREAS, the _____ School District desires to reduce its respective costs in procuring equipment and services; and

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 Parties, for and in consideration of the promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Purpose. The purpose of this this Agreement is to allow _____ School District to purchase equipment and services through Sunnyside School District's Purchase Agreement with Apple, Inc. dated October 17, 2013.
2. Scope. This Agreement shall allow the purchase or acquisition of equipment and services by _____ School District directly from Apple, Inc. per the Sunnyside School District's Apple, Inc. contract. A provision in Sunnyside School District's contract with Apple, Inc. permits other agencies to avail themselves of the equipment and services offered under the contract.
3. Duration. This Agreement shall become effective once it is fully executed and posted on each Parties' website.
4. Termination. This Agreement shall remain in force until terminated by either Party upon thirty (30) calendar 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 of both Parties shall jointly administer this Agreement.
6. Manner of Acquiring, Holding, and Disposing of Property. The Party purchasing equipment or services under this Agreement shall be solely responsible for acquiring the personal property it purchases, and all such property shall be held in that Party's name. That Party shall also have the responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
7. Manner of Financing. The method of financing this Agreement shall be through budgeted funds or other available funds of the Party for whose use the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of equipment or services acquired for the sole and exclusive use of the other Party.
8. Budget. The Party purchasing the equipment or services under this Agreement shall be responsible for all budget and accounting procedures related to such purchases.
9. Bidding Requirements. The Parties acknowledge that Sunnyside School District's Purchase Agreement with Apple, Inc. dated October 17, 2013 was the result of its request for proposal for computers and tablets per RCW 39.04.270 dated June 24, 2013.

The Party contracting with a third party vendor through a bid, proposal or contract (the lead agency) shall comply with its statutory requirements regarding notice for bids and proposals for goods and services subject to this Agreement, and the lead agency shall either post 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 shall provide an access link to the notice on the State of Washington's web portal.

10. Adoption of Agreement. The Board of Directors for each Party 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. Each Party reserves 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 either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.

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 Boards of both Parties.

14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.

15. Signatures. 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.

XXXX School District No. XX

Sunnyside School District No. 201

Superintendent

Dr. Richard D Cole, Superintendent

Date

Date