

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

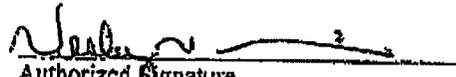
Name and Title of Signer

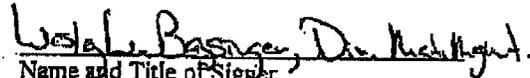
Date

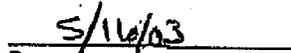
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature

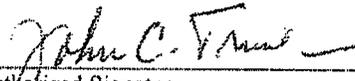

Name and Title of Signer


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature

JOHN C. TRUNK
PROCUREMENT SERVICES DIRECTOR
Name and Title of Signer

10-23-03
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature

JOHN R. MILLER, Director of Procurement
Name and Title of Signer

Harford County Public Schools

10/24/03
Date

EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

by:
Joe Sandoval, Division Manager
Purchasing & Contract Services
County of Los Angeles

1-2-06

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Request for Proposal
ROOFING SUPPLIES AND RELATED SERVICES
No. 06-40021
Unified School District 259 -
Wichita (KS) Public Schools
BOE Approval 06/12/2006



Authorized Signature

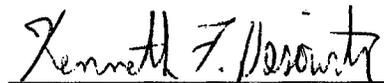
Darren Muci, Division Director
Name and Title of Signer

June 14, 2006
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



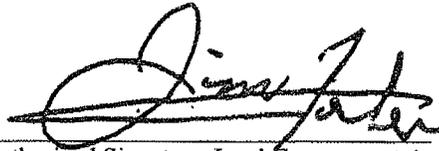
Authorized Signature, Lead Government Agency

12-6-07
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the Dallas County, TX. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

November 27, 2007
Date

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CERTIFICATE**

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

M. Harrison

Authorized Signature, California Statewide
Communities Development Authority

Secretary
Title

6/27/07
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

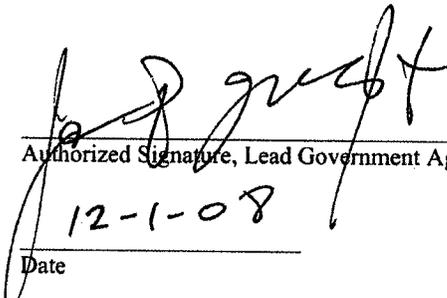

Dean A. Tistadt, Chief Operating Officer
Fairfax County Public Schools

1/29/08
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City/County of Denver. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

12-1-08

Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Cathy A. Muse

Authorized Signature, Lead Government Agency

April 15, 2009

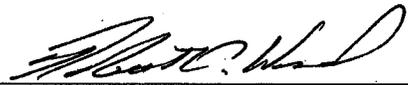
Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency
Robert D. Wood
04/2/09

Date

3

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Printed Name



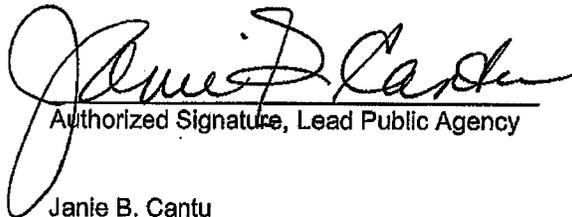
Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of San Antonio [LPA] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature, Lead Public Agency

Janie B. Cantu _____
Printed Name

4/10/09
Date _____

Candice Henderson**From:** service@uscommunities.org**nt:** Friday, February 04, 2011 1:09 PM**Subject:** CITY OF LYNNWOOD: Thank You for Registering

Dear Candice,

Thank you for registering with U.S. Communities! We appreciate your interest and look forward to working with you. You should hear from the suppliers you selected within the next two business days. If you are not contacted, or if you have any questions, please contact us at info@uscommunities.org.

We have also created a user name and password for your use in logging into the U.S. Communities secure website:

Username: chenderson@ci.lynnwood.wa.us

Password: SpOINVlo

Additional benefits available when you log in to the U.S. Communities site include:

- Search for products and shop through our e-commerce site
- Detailed price lists from U.S. Communities' suppliers
- Spend reports showing your agency's purchasing history with U.S. Communities
- Benchmark reports showing cost comparisons of U.S. Communities supplier pricing versus other contracts
- And more!

Click [here](#) to return to the U.S. Communities Home Page. For your records, a copy of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) can be downloaded from [this link](#).

Best regards,

Alexis Turner
Program Manager
(214) 629-2056

2/4/2011

aturner@uscommunities.org

You are receiving this email because you are currently registered for the U.S. Communities Program.

Our mailing address is:
U.S. Communities
2033 North Main Street, Suite 700
Walnut Creek, CA 94596

Copyright (C) 2010 U.S. Communities. All rights reserved.

PARTICIPATION CERTIFICATE

A. After a competitive bidding and selection process, Herman Miller, Inc. (herein "Vendor") has entered into an agreement No. RQ01-411313-16B with Fairfax County, Virginia (herein "Master Agreement") to provide Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Support Services (herein "Products").

B. Master Agreement, through the U.S. Communities Government Purchasing Alliance, provides that other public agencies may purchase Products on the same terms, conditions and pricing as Fairfax County, Virginia, subject to any applicable local purchasing ordinances and the laws of the State of purchase.

C. On behalf of the public agency identified (the Participating Public Agency) the undersigned purchasing agent of the Participating Public Agency or other duly authorized agent of the Participating Public Agency hereby agrees to the terms and provisions of the Master Agreement, subject to any applicable local purchasing ordinances and the laws of the State of purchase, and to participate in the Master Agreement to purchase Products from Vendor pursuant to such Master Agreement as the Participating Public Agency may specify from time to time.

Signature: Nancy Locke
Date: 1.17.03

PUBLIC AGENCY:
Name: City of Lynnwood Department: Purchasing
 County School (specify): Other (specify):
 County Special District K-12 State Agency
 City, Town or Village Community College Independent Special District
 City Special District College & University Non-Profit 501(c)3
 Other:

CONTACT PERSON:
Name: Nancy Locke
Title: Purchasing Manager
Mailing Address: PO Box 25008
Lynnwood, WA 98046
City: _____ State: _____ Zip: _____
Telephone: (425) 670-6002 Fax: (425) 778-5632
E-Mail: nlocke@citylynnwood.wa.us

Vendor Account # _____
Please fax this Certificate to Herman Miller at (616) 654-8278.
Updated: 2/13/01

PARTICIPATION CERTIFICATE

A. After a competitive bidding and selection process, Graybar Electric Company, Inc. (herein "Vendor") has entered into an agreement No. 57128 with Los Angeles, California (herein "Master Agreement") to provide Electrical Products, Equipment, Supplies and Related Services or agreement No. 41490 to provide Telecommunications, Communications and Data products (herein products).

B. Master Agreement, through the U.S. Communities Government Purchasing Alliance, provides that other public agencies may purchase Products on the same terms, conditions and pricing as Los Angeles County, California, subject to any applicable local purchasing ordinances and the laws of the State of purchase.

C. On behalf of the public agency identified (the Participating Public Agency) the undersigned purchasing agent of the Participating Public Agency or other duly authorized agent of the Participating Public Agency hereby agrees to the terms and provisions of the Master Agreement, subject to any applicable local purchasing ordinances and the laws of the State of purchase, and to participate in the Master Agreement to purchase Products from Vendor pursuant to such Master Agreement as the Participating Public Agency may specify from time to time.

Signature: *[Handwritten Signature]*
Date: 3-18-02

PUBLIC AGENCY:

Name: CITY OF LYNNWOOD Department: PURCHASING

Please mark the appropriate box:

<input type="checkbox"/> County	School (specify):	Other (specify):
<input type="checkbox"/> County Special District	<input type="checkbox"/> K - 12	<input type="checkbox"/> State Agency
<input checked="" type="checkbox"/> City, Town or Village	<input type="checkbox"/> Community College	<input type="checkbox"/> Independent Special District
<input type="checkbox"/> City Special District	<input type="checkbox"/> College & University	<input type="checkbox"/> Non-Profit 501(c)3
		<input type="checkbox"/> Other:

CONTACT PERSON:

Name: LARRY O'CONNOR

Title: WAREHOUSE SUPERVISOR

Mailing Address: PO BOX 5008

City: LYNNWOOD State: WA Zip: 98046

Telephone: 425 670-6266 Fax: 425 778-5632

E-Mail: LOCONNOR@CI.LYNNWOOD.WA.US

Graybar Customer Prefix # _____ (Graybar to fill in, after customer fills out information)
Sales Representative Name _____
Graybar Branch _____

Please fax this Certificate to Graybar at (866) 860-2352.

Theresa Teschlog

From: Cheryl Atwood [cheryl.atwood@seattle.gov]
Sent: Thursday, October 03, 2002 2:05 PM
To: pnppa@yahoogroups.com
Subject: RE: [pnppa] FW: US Communities Electronic Registration - News and New Bid Awards

Hal, here's a response from Melody Mociulski, Seattle's Purchasing Director:

Possibly I can answer your questions.

Each entity wanting to use the US Communities contracts needs to register once via their web site - i.e. I registered City of Seattle. Entities do not need to enter into separate interlocal agreements with the lead agency that solicited the contract in question.

On the US Communities website are the state laws pertaining to Washington and all other states. The ability for state agencies to piggyback any contract is a bit more strict than the laws pertaining to poly subs. The RCW's are delineated on the US Communities web site.

The following was the result of US Communities and I meeting with the State OSP earlier in the year.

- a. Local agencies have the general authority under RCW 39.34 to access U.S. Communities contracts;
- b. Further advise, as with any cooperative agreement, that the local agency needs to consult local ordinances to ensure compliance;
- c. Distinguish the restrictions that apply to the State only under RCW 43.19.1911 and a local agency's broader authority under RCW 39.34.

You might want to review those RCW chapters for further clarification for state agencies.

Regarding the point about being involved at the beginning of the process for notification to bidders — "joint purchasing" is when entities join together to do a solicitation which usually requires separate legislation from each participating jurisdiction to participate in the partnership. When piggybacking a contract, as long as language is included in the solicitation which alerts bidders to the possibility of others riding the contract, you are OK. The US Communities contracts have appropriate language in their bid documents to allow piggybacking the contract.

I hope this is helpful.

>>> Hal.Verrell@wwu.edu 10/03/02 01:36PM >>>

There was some discussion a few months ago about whether US Communities

and properly competed this (I think the issue was how it was advertised). And I had a ruling from my internal legal folks that

we couldn't tag on with an interlocal after the fact, that we would have

INTERGOVERNMENTAL COOPERATIVE

PURCHASING AGREEMENT

PURSUANT TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association Purchasing Department, hereinafter called "K.C.D.A.", and the following named public agency of the State of Washington, CITY OF LYNNWOOD hereinafter called "the public agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. K.C.D.A., in contracting for the purchase of goods and service for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
2. K.C.D.A. will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question.
3. The public agency reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice to K.C.D.A..
4. K.C.D.A. reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing contract, with or without notice to the public agency.
5. The public agency agrees to pay for goods and services as billed by K.C.D.A. upon completion of transfer of goods per normal terms as established by K.C.D.A.. Any additional expense incurred by K.C.D.A. in regards to any transaction for the public agency shall be paid by the public agency.
6. This agreement shall continue in force until cancelled by either party, which cancellation may be effected with or without notice to the other party.

Contacts:

A. Public Agency: CITY OF LYNNWOOD
 Name of Individual: LARRY O'CONNOR
 Phone: (425) 670-6266

B. K.C.D.A. (206) 251-8115
 18639 80th Ave. S. (98032) 1-800-422-5019
 P.O. Box 5550
 Kent, WA 98064-5550 FAX (206) 251-8437

King County Directors' Association
 Purchasing Department
 18639 80th Ave. S. (98032)
 P.O. Box 5550
 Kent, WA 98064-5550
 (206) 251-8115
 FAX (206) 251-8437

CITY OF LYNNWOOD
 Public Agency Name
P.O. BOX 5008
 Address
LYNNWOOD, WA. 98046

Address
 Signature [Signature]
 Title PURCHASING MANAGER
 Telephone Number (425) 670-6602
 Fax Number (425) 778-5632 Date 2-25-02

K.C.D.A. General Manager _____ Date _____

PURCHASING AGREEMENT

949AD

CITY OF LYNNWOOD

RECEIVED KCDA

IN ACCORDANCE TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association Purchasing Department, hereinafter called "K.C.D.A.", and the following named public agency of the State of Washington, City of Lynnwood, hereinafter called "the public agency", hereby agree to cooperative governmental purchasing upon the following terms and conditions:

- 1. K.C.D.A., in contracting for the purchase of goods and service for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
- 2. K.C.D.A. will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question.
- 3. The public agency reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice to K.C.D.A..
- 4. K.C.D.A. reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing contract, with or without notice to the public agency.
- 5. The public agency agrees to pay for goods and services as billed by K.C.D.A. upon completion of transfer of goods per normal terms as established by K.C.D.A.. Any additional expense incurred by K.C.D.A. in regards to any transaction for the public agency shall be paid by the public agency.
- 6. This agreement shall continue in force until cancelled by either party, which cancellation may be effected with or without notice to the other party.

Contacts:

A. Public Agency: City of Lynnwood
 Name of Individual: JAMES R. JETER, LARRY O'CONNOR
 Phone: 670-6601

B. K.C.D.A. (206) 251-8115
 18639 80th Ave. S. (98032) 1-800-422-5019
 P.O. Box 5550
 Kent, WA 98064-5550 FAX (206) 251-8437

King County Directors' Association
 Purchasing Department
 18639 80th Ave. S. (98032)
 P.O. Box 5550
 Kent, WA 98064-5550
 (206) 251-8115
 FAX (206) 251-8437

City of Lynnwood
 Public Agency Name
P.O. Box 5008
 Address
Lynnwood WA 98275
 Address
[Signature]
 Signature
Purchasing Manager
 Title
206-670-6602
 Telephone Number
206-778-5632
 Fax Number Date

Physical address:
19100 44th Ave W
Lynnwood, WA
98038

RECEIVED KCDA
 1996 SEP - 6 11 2 AM

[Signature]
 K.C.D.A. General Manager

9/5/96
 Date