INTERLOCAL AGREEMENT

An Agreement Authorizing
Sharing of Information and Contracts for Goods and Services among Institutions of Higher Education in the State of Washington including State Community and Technical Colleges

THIS AGREEMENT is among the public institutions of higher education of the State of Washington, including Washington State University, The University of Washington, Eastern Washington University, Central Washington University, Western Washington University, The Evergreen State College, and the State Board of Community and Technical Colleges on behalf of the individual community and technical colleges which are all agencies of the State of Washington, hereinafter referred to as "HIGHER EDUCATION".

RECITALS

1. This AGREEMENT is entered into pursuant to chapter 39.34 RCW, The Interlocal Cooperation Act.

2. The institutions of higher education purchase similar goods and services.

3. HIGHER EDUCATION views the proposed arrangement as an efficient use of their purchasing resources.

NOW THEREFORE, it is agreed as follows:

PURPOSE

HIGHER EDUCATION intends to share and cooperate in preparing specifications, sourcing, competitive bidding, and negotiating specific terms for goods or services that are required by the institutions.

DURATION

This AGREEMENT will be effective with the authorized signature of the participating institution. Any member of the group identified as HIGHER EDUCATION may discontinue this affiliation with a written notice to all other members of the group. By mutual agreement of all participating institutions, this AGREEMENT may be terminated.

RECEIVED

MAY 1 1996

Office of the Secretary of State
FINANCING

There will be no billable costs among participating institutions.

SCOPE

An authorized procurement agent of any of the participating institutions will prepare specifications based on the needs of each participating institution. The institution for which that agent works will be known as “the lead institution”. That agent will comply with Washington state laws and regulations for competitive solicitations on the specified goods or services. The agent will enter a contract with a vendor or vendors to provide necessary goods and services. The contract will specify that all other participating institutions may issue purchase orders based on the terms of this AGREEMENT. The contract will not be a purchase order for the good or service. Each institution will issue independent purchase orders based on their individual authorities to purchase and their specific terms and conditions.

ADMINISTRATION

No new or separate legal or administrative entity is created to administer this AGREEMENT.

The Interinstitutional Purchasing Officers (IPOC) of the participating institutions and the Purchasing Affairs Committee of the Community and Technical Colleges (PAC) shall manage this AGREEMENT. The executive officers of IPOC and PAC shall bring matters of concern and changes to this AGREEMENT to the attention of the IPOC.

The business officers of each member institution will be regularly appraised of the progress and success of this AGREEMENT by his or her lead purchasing officer. Business officers have the authority to withdraw from or propose changes to this AGREEMENT.

Specific supplemental contracts related to the scope of this AGREEMENT may be entered into by any member of HIGHER EDUCATION without changing the relationships within this AGREEMENT.

All official notices relating to this AGREEMENT or any supplemental contract will be delivered to the chief purchasing officer of each institution.
INDEMNIFICATION

Each member institution agrees to hold harmless all other member institutions including the Lead institution from all claims, suits, and/or actions arising from each institution's respective negligent act or omission. Each party shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself and its officers, employees and agents.

Each institution that purchases items from a Lead institution's contract shall have the duty and responsibility to enforce and defend its own rights and responsibilities against the vendor.

Where multiple member institutions are similarly situated with respect to performance problems they may, but shall not be required to, cooperate in resolving the problem.

FILING

Copies of this AGREEMENT shall be filed with the Whitman County Auditor and the Secretary of State prior to its entry into force. The contract shall be effective upon execution by the parties and accomplishment of all filing requirements as provided herein.
UNIVERSITY OF WASHINGTON
By: John R. Pettit
Its: Acting Executive Vice President
Date: ____________________

WASHINGTON STATE UNIVERSITY
By: Sallie A. Giffen
Its: Vice President for Business Affairs
Date: 1/24/96

CENTRAL WASHINGTON UNIVERSITY
By: Courtney S. Jones
Its: ____________________
Date: ____________________

EASTERN WASHINGTON UNIVERSITY
By: Michael S. Stewart
Its: ____________________
Date: ____________________

THE EVERGREEN STATE COLLEGE
By: Nancy McKinney and Steve Trotter
Its: Interim Associate Vice Presidents
Date: for Finance & Administration

WESTERN WASHINGTON UNIVERSITY
By: George A. Pierce
Its: ____________________
Date: ____________________

STATE BOARD FOR COMMUNITY
AND TECHNICAL COLLEGES
By: Earl Hale
Its: Director
Date: 1/24/96
<table>
<thead>
<tr>
<th>Institution</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>Peninsula College</td>
<td>Joan M. Ethier</td>
<td>Vice President/Adm. Services</td>
<td>12/14/95</td>
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<tr>
<td>Grays Harbor College</td>
<td>M. A. Johnson</td>
<td>VP Admin Services</td>
<td>12/14/95</td>
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<td>Olympic College</td>
<td>Michael Conkright</td>
<td>Dean of Business/Services</td>
<td>12/14/95</td>
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<td>Skagit Valley College</td>
<td>Thomas W. Mamaril</td>
<td>VP Business + Administrative</td>
<td>12/14/95</td>
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<tr>
<td>Everett Community College</td>
<td>Susan C. Carroll</td>
<td>President</td>
<td>3/12/96</td>
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<tr>
<td>Seattle Central Comm. College</td>
<td>James P. St. Germain</td>
<td>Vice Chancellor Business + Finance</td>
<td>12/14/95</td>
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<td>North Seattle Comm. College</td>
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<td>South Seattle Comm. College</td>
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<td>Shoreline Community College</td>
<td>Keith E. LaBelle</td>
<td>V.P. for Bus.</td>
<td>3/15/96</td>
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<tr>
<td>Bellevue Community College</td>
<td>Donald W. Netto</td>
<td>V.P. Admin Services</td>
<td>12/14/95</td>
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BIG BEND COMMUNITY COLLEGE
William C. Bonaudi
By: William C. Bonaudi
Its: President
Date: March 18, 1996

WALLA WALLA COMM. COLLEGE
Beverly J. Brandt
By: Beverly J. Brandt
Its: Sect. of Admin.
Date: 3/18/96

TACOMA COMMUNITY COLLEGE
Shane Conway
By: Shane Conway
Its: Vice President of Admin.
Date: 12/14/95

SOUTH PUGET SOUND COMM. COLLEGE
John A. Harley
By: John A. Harley
Its: Dean of Student Services
Date: 3/13/96

LAKE WASHINGTON TECH. COLLEGE
By: 
Its: President
Date: 12/14/95

COLUMBIA BASIN COLLEGE
By: 
Its: 
Date: 12/14/95

WHATCOM COMMUNITY COLLEGE
Cliff Baacke
By: Cliff Baacke
Its: Dean for Administrative Services
Date: 3/6/95

EDMONDS COMMUNITY COLLEGE
Robert L. Potter
By: Robert L. Potter
Its: Senior VP - Finance, Ops.
Date: 12/14/95

BELLINGHAM TECHNICAL COLLEGE
Desmond R. McAndrew
By: Desmond R. McAndrew
Its: President
Date: 3/13/96

RENTON TECHNICAL COLLEGE
Chuck D. Heim
By: Chuck D. Heim
Its: VP, Finance & Admin.
Date: 12/14/95
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<td>2/26/96</td>
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<td>CLOVER PARK TECHNICAL COLLEGE</td>
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<td>Cascadia Community College</td>
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<td>2/29/96</td>
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<td>Approved as to Form:</td>
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<td>3/29/96</td>
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<td>Howard Fischer</td>
<td>Assistant Attorney General</td>
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Council of Presidents' Office  
Representing Washington's public baccalaureate institutions  
Terry Teale, Executive Director

MEMORANDUM

DATE: May 14, 1996

TO: PRESIDENT:
    Jane Jervis
    Ivory Nelson
    Karen Morse
    Richard McCormick
    Marshall Drummond
    Sam Smith

ICBO:
    Sallie Giffen
    Ruta Fanning
    George Pierce
    Rich Corona
    John Pettit
    Mike Stewart
    Greg Royer, Les Purce, Kerry Kahl

PURCHASING OFFICERS:
    Mike Hardiman
    Dale Monroe
    LouAnn Pasquan
    Al Whiteside
    Jay Field
    Sharon Griffin
    Vern Quinton
    Sharon Alexander

FROM: Terry Teale

SUBJECT: Interlocal Purchasing Agreement

Enclosed is a conformed copy of the Interlocal Purchasing Agreement for Washington Institutions of Public Higher Education. The agreement is filed with the Whitman County Auditor and the Secretary of State. Also enclosed is a copy of the Adopted Bid Solicitation Guidelines. Per the agreement, institutions are now able to contract and purchase under this agreement.