

WOODLAND SCHOOL DISTRICT NO. 404  
BOARD OF DIRECTORS

**RESOLUTION NO. 24-14**

**Approval of Interlocal Agreement with Sourcewell**

WHEREAS, the Interlocal Cooperation Act (“Act”), as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between Washington school districts and other public agencies, including political subdivisions of other states;

WHEREAS, the Woodland School District No. 404 (“District”) is a Washington public school district organized under Title 28A RCW and a “public agency” for purposes of the Act;

WHEREAS, the District is the administrative and fiscal agent for the Kalama-Woodland-Ridgefield-La Center Transportation Cooperative (“KWRL”) pursuant to an interlocal agreement between four Washington school districts;

WHEREAS, Sourcewell is a local government unit, public corporation, and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21, and therefore a “public agency” under the Act;

WHEREAS, Sourcewell provides cooperating purchasing and contracting solutions to government agencies throughout the United States as part of the Sourcewell Cooperative Purchasing Program (“Program”); and

WHEREAS, the Board of Directors desires for the District to cooperate with Sourcewell in the Program under the Act for purchasing and contracting on its own behalf and on behalf of KWRL pursuant to a proposed interlocal agreement (the “Agreement”) attached hereto as Exhibit “A.”

***Therefore, Be It Resolved*** by the Woodland School District No. 404 Board of Directors as follows:

1. The Agreement is hereby approved.
2. The Superintendent is directed to take any further steps consistent with law and the Agreement to facilitate the participation of the District in the Program on its own behalf and on behalf of KWRL.

***APPROVED*** by the Board of Directors of Woodland School District No. 404, Cowlitz County, Washington, at an open public meeting thereof held this 24th day of October, 2024.

Attest:

WOODLAND SCHOOL DISTRICT NO. 404  
BOARD OF DIRECTORS

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Asha Riley, Superintendent

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Jeff Wray, President

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Tom Guthrie

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Sarah Stuart

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Trish Huddleston

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Paul McLendon

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the Woodland School District No. 404 ("District"), a Washington quasi-municipal corporation, and Sourcewell ("Sourcewell"), a Minnesota service cooperative, under Chapter 39.34 RCW.

### RECITALS:

WHEREAS, the Washington Interlocal Cooperation Act ("Act"), as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between Washington school districts and other public agencies, including political subdivisions of other states;

WHEREAS, RCW 39.34.030(5)(b) provides that when a school district purchases or otherwise contracts through a bid, proposal, or contract awarded by another public agency, "any obligation with respect to competitive bids or proposals that applies to the public agencies involved is satisfied if the public agency ...that awarded the bid, proposal, or contract complied with its own statutory requirements" and 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;

WHEREAS, the District is a Washington public school district organized under Title 28A RCW and a "public agency" for purposes of the Act;

WHEREAS, the District is the administrative and fiscal agent for the Kalama-Woodland-Ridgefield-La Center Transportation Cooperative ("KWRL") pursuant to an interlocal agreement between four Washington school districts;

WHEREAS, Sourcewell is a local government unit, public corporation, and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21, and therefore a "public agency" under the Act;

WHEREAS, Sourcewell provides cooperating purchasing and contracting solutions to government agencies throughout the United States as part of the Sourcewell Cooperative Purchasing Program ("Program"); and

WHEREAS, the District desires to cooperate with Sourcewell in the Program under the Act for purchasing and contracting on its own behalf and on behalf of KWRL, and the District previously registered with Sourcewell for that purpose.

NOW THEREFORE, the parties agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to permit the parties to make the most efficient use of their resources by the District cooperating in Sourcewell's Program on behalf of the District and KWRL, consistent with the Act.
2. **EFFECTIVE DATE:** This Agreement will become effective on the date last approved by the District's Board of Directors and Sourcewell's Board of Directors, respectively.
3. **DURATION OF AGREEMENT:** The term of this Agreement will be for the period September 1, 2024, through August 31, 2025, unless earlier terminated by the parties

pursuant to Section 4. This Agreement will automatically renew for additional one (1) year periods unless either party notifies the other of termination in writing prior to August 1 of a given contract year.

4. **TERMINATION OF AGREEMENT:** If either party breaches any material provision of this Agreement, and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party will have the right to terminate this Agreement by giving written notice thereof to the party in breach. Without limiting the foregoing, either party may terminate this agreement upon ninety (90) days' written notice to the other party.
5. **ADMINISTRATION OF AGREEMENT:** This Agreement will be administered by the Superintendent of the District and the Board Chair of Sourcewell, or their respective designees. No separate legal or administrative entity will be created pursuant to this Agreement.
6. **MANNER OF FINANCING:** No monetary consideration will be exchanged between the parties under this Agreement. All real and personal property of each party will remain the property of that party.
7. **COMPLIANCE WITH LAWS AND REGULATIONS:** In offering cooperative purchasing master agreements for use by eligible participating entities, Sourcewell will comply with all relevant federal, state, and local laws regarding interagency cooperation and solicitation of public projects including, without limitation, Minnesota public bidding laws applicable to Sourcewell. In addition, Sourcewell will post each bid or solicitation made as part of its Program 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.
8. **COMPLIANCE WITH PROGRAM TERMS.** In participating in the Program on its own behalf and on behalf of KWRL, the District will abide by the terms for that program as adopted July 1, 2022, or subsequently amended (provided that notice of said amendment is provided to the District in writing).
9. **DISTRICT RIGHTS NOT RESTRICTED:** Nothing in this Agreement restricts the ability of the District or KWRL to participate in other cooperative purchasing or contracting programs.
10. **NONDISCRIMINATION:** In carrying out this Agreement, neither party will discriminate against any person based on race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.
11. **MISCELLANEOUS PROVISIONS:**
  - a. **Integrated Agreement.** This Agreement is the full and complete understanding of the parties. There are no other agreements, either verbal or written, that

would alter the terms of this document. Any prior written agreements or understandings are superseded by this Agreement. The Agreement may be modified or amended only by mutual written agreement approved by the governing bodies of the parties.

- b. Assignment. Neither party will have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
- c. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the parties will inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- d. Governing LawNenue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington, without regard for its choice of law rules.
- e. Severability. If any section of this Agreement is adjudicated to be invalid, such action will not affect the validity of any section not so adjudicated.
- f. Waiver. The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which will remain in full force and effect.
- g. Notice. All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement or such other address as may be hereafter specified in writing. Any written notice hereunder will become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- h. Headings. The headings in this Agreement are included only for convenience and will not control or affect the meaning or construction of this Agreement.
- i. Execution and Posting. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. Pursuant to RCW 39.34.040, the District's superintendent or designee will cause a copy of this Agreement to be posted on the District's website.

IN WITNESS WHEREOF, the parties have subscribed their names on the dates below.

**WOODLAND SCHOOL DISTRICT**

**SOURCEWELL**

\_\_\_\_\_  
Asha Riley, Superintendent  
800 Second Street

Signed by:  
  
\_\_\_\_\_  
Greg Zylka  
Board Chair

\_\_\_\_\_  
Date

10/16/2024 | 1:42 PM CDT  
\_\_\_\_\_  
Date