

## **RESOLUTION NO. 852**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT FOR THE PURPOSE OF ESTABLISHING AN INTERLOCAL AGREEMENT WITH THE PUGET SOUND JOINT PURCHASING COOPERATIVE**

This AGREEMENT is made by and among Washington State school districts, hereinafter referred to as Member Districts.

WHEREAS, each of the Member Districts are a duly constituted School District organized and existing under and by virtue of the laws of the State of Washington. Each of the Member Districts are 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 and RCW 39.34, to enter into cooperative agreements for the purchase of various equipment, supplies and services; and

WHEREAS, the Member Districts desire to reduce their respective costs in purchasing various food products, supplies, services, equipment, and commodity processing, storage and transportation services for use in the school districts; and

WHEREAS, the Member Districts recognize and find that this Agreement will permit the Member Districts 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 that the Board of Directors of Everett School District No. 2, Snohomish County, Washington agrees as follows:

That a joint purchasing agency by and between Everett School District #2 and the Member Districts be formed as an interlocal cooperative for the purpose of procuring various equipment, supplies and services in support of the District's Child Nutrition program.

This Agreement shall allow the purchase or acquisition of goods and services by each Party directly from a third party vendor if a provision has been made in the lead agency's contract with that third party vendor that permits other agencies to avail themselves of the goods and services offered under the contract.

The Superintendent or designee of Everett School District #2 is hereby designated as representative to the joint purchasing agency Cooperative Board and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

This Agreement requires Everett School District #2 to abide by the by-laws of the Puget Sound Joint Purchasing Cooperative. The Superintendent or designee of Everett School District #2 shall have full voting rights regarding Cooperative matters.

Everett School District #2 will be assessed fees based on total equivalent lunches (meals) as reported on the last SPI 1800D report, plus any additional revenues factored by the SPI equivalent meal figure. Fees will be determined by the Cooperative Board on an annual basis and shall be assessed to each Member District to reimburse documented actual administrative, legal, insurance, and other costs.

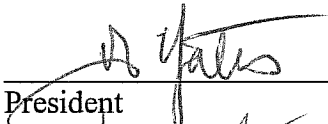
This Agreement shall remain in force until terminated by either Party in accordance with the Puget Sound Joint Purchasing Cooperative by-laws.

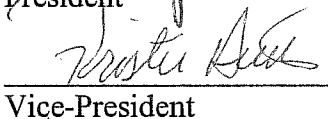
The Everett School District #2 will be solely responsible for purchase, service, and disposal obligations for their use of the Puget Sound Joint Purchasing Cooperative's contracts.

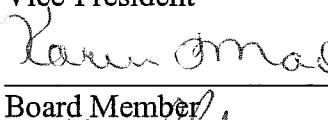
The Everett School District #2 reserves the right to contract purchases independently, with or without notice to the other Party. This Agreement does not obligate either party to acquire goods or services through the contractual agreements of the other Party.

ADOPTED by the Board of Directors of the Everett School District #2 at their regular meeting held on the 6<sup>th</sup> of June, 2006


Everett School District No. 2

  
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President

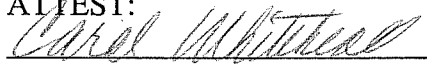
  
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Vice-President

  
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Board Member

  
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Board Member

  
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Board Member

ATTEST:

  
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Secretary to the Board