

FOR THE PURPOSE OF JOINING A COOPERATIVE TO  
PURCHASE FOOD PRODUCTS AND COMMODITY PROCESSING,  
STORAGE AND TRANSPORTATION SERVICES

WHEREAS, school districts in the State of Washington are authorized by 28A.58.107 RCW and 39.34 RCW, the Interlocal Cooperative act, to enter into cooperative agreements, and to establish and maintain a joint purchasing agency for services; and

WHEREAS, certain school districts desire to reduce their respective costs in purchasing food products and commodity processing, storage and transportation services for use in school district food service programs; and

WHEREAS, the Board of Directors of each of the school districts has determined that the best interests of each district shall be serviced by the formation and maintenance of a joint purchasing agreement pursuant to the terms of this agreement;

NOW THEREFORE be it resolved that the Board of Directors of Everett School District No. 2, Snohomish County, Washington agrees as follows:

1. That a joint purchasing cooperative by and between school districts, hereinafter referred to as "the districts", as listed on Attachment "A" be formed as an interlocal cooperative for the purpose of joint purchasing of food products and commodity processing, storage and transportation services.
2. That the general purpose of such a cooperative shall be to save money by jointly purchasing and contracting for food products and commodity processing, storage and transportation services.
3. That the Superintendent or designee of Everett School District No. 2, Snohomish County, Washington is hereby designated as representative to the Joint Purchasing Cooperative and the Superintendent is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

PASSED this 7<sup>th</sup> day of May, 1990  
(Date)

Paul Symons  
Secretary to the Board

Charles E. Both  
Board President

Superintendent  
Both  
Earl E. Dutton

ATTACHMENT "A"  
TO RESOLUTION \_\_\_\_\_417\_\_\_\_\_

Auburn School District No. 408 (Auburn)  
Everett School District No. 2 (Everett)  
Federal Way School District No. 210 (Federal Way)  
Kent School District No. 415 (Kent)  
Marysville School District No. 25 (Marysville)  
North Thurston School District No. 3 (North Thurston)  
Olympia School District No. 111 (Olympia)  
Renton School District No. 403 (Renton)  
Riverview School District No. 407 (Riverview)  
Snoqualmie School District No. 410 (Snoqualmie)  
South Central School District No. 406 (South Central)  
Tahoma School District No. 409 (Tahoma)

---

JOINT PURCHASING COOPERATIVE AGREEMENT

This AGREEMENT is made by and among AUBURN SCHOOL DISTRICT NO. 408 ("Auburn"), EVERETT SCHOOL DISTRICT NO. 2 ("Everett"), FEDERAL WAY SCHOOL DISTRICT NO. 210 ("Federal Way"), KENT SCHOOL DISTRICT NO. 415 ("Kent"), MARYSVILLE SCHOOL DISTRICT NO. 25 ("Marysville"), NORTH THURSTON DISTRICT NO. 3 ("North Thurston"), OLYMPIA SCHOOL DISTRICT NO. 111 ("Olympia"), RENTON SCHOOL DISTRICT NO. 403 ("Renton"), RIVERVIEW SCHOOL DISTRICT NO. 407 ("Riverview"), SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410 ("Snoqualmie"), SOUTH CENTRAL SCHOOL DISTRICT NO. 406 ("South Central"), and TAHOMA SCHOOL DISTRICT NO. 409 ("Tahoma"), hereinafter referred to as Member Districts. Each Member District is a municipal corporation of the State of Washington.

WHEREAS, the Member Districts desire to reduce their respective costs in purchasing of food products and commodity processing, storage and transportation services used by school district food service programs; and

WHEREAS, RCW.28.A.58.107, Section (3) and Chapter 39.34 RCW, the Interlocal Cooperation Act, authorize the Member Districts to establish and maintain a joint cooperative for purchasing food products and commodity processing, storage and transportation services; and

WHEREAS, the Board of Directors of each of the Member Districts has determined that their best interests shall be served by the formation and maintenance of a joint purchasing cooperative pursuant to the terms of the agreement;

NOW THEREFORE, the parties agree as follows:

---

Joint Purchasing Cooperative Agreement  
Continued

Section I: Purpose:

The purpose of the cooperative Agreement is to establish a Joint Purchasing Cooperative to purchase food products, and commodity processing, storage and transportation services for the Member Districts' use in their respective food service programs.

Section II: Joint Purchasing Cooperative:

- A. The Member Districts hereby establish the Joint Purchasing Cooperative.
- B. Each Member District shall be a member of the Joint Purchasing Cooperative for the term of this Agreement, subject to the termination and withdrawal provisions of section VII herein.
- C. The Joint Purchasing Cooperative shall establish a Cooperative Board consisting of the superintendents of Member Districts or their designees. The Cooperative Board shall meet at least quarterly. A quorum shall be required to meet and shall be at least 50% of Member Districts. Action shall require at least a two-thirds majority of those present. The Cooperative shall have the following powers and duties.
  - 1. Establish an Executive Committee which shall have the following duties:
    - a. The Executive Committee shall be comprised of representatives of no more than 50% of Member Districts and shall include the purchasing agent from the Bidding District. (See Section III)

Joint Purchasing Cooperative Agreement  
Continued

- b. Conduct Cooperative Board meetings and handle routine correspondence and agendas.
  - c. Prepare minutes of all meetings and distribute copies to superintendents and designees of all Member Districts.
  - d. Recommend to the Cooperative Board the Member District to be designated as the Bidding District.
  - e. Receive and compile comments and concerns from Member Districts and vendors for the Cooperative Board.
  - f. Collect each Member District's approval Agreement, designee appointments and subsequent return notification to Member Districts.
  - g. Other duties as assigned by the Cooperative Board.
2. Appoint a Bidding District. (Refer to Section III for Duties of the Bidding District.)
  3. Annually develop bid specifications in conjunction with the Bidding District for the purchase of food products and commodity processing, storage and transportation services.
  4. Approve specifications and products and review bid analysis.
  5. Accept the recommendation of the Bidding District.  
Upon review, recommend to the Bidding District's Board of Directors award or rejection of the contract.
  6. Review and take action on comments and concerns of Member Districts and vendors received by the Executive Committee.

Joint Purchasing Cooperative Agreement  
Continued

7. Periodically evaluate the effectiveness of this Agreement and recommend changes to the respective Boards of Directors of Member Districts as appropriate.
8. Approve and assess fees to Member Districts to reimburse documented actual administrative, legal, and insurance expenses, if any, incurred by the Bidding District and/or a Member District on behalf of the Joint Purchasing Cooperative. Fees to be assessed shall be based on total equivalent lunches as reported in the last published SPI 1800D report. Fees shall be assessed quarterly.
9. Conduct audits of the Joint Purchasing Cooperative as appropriate.
10. Approve upon written petition by unanimous consent of the Cooperative Board, the addition of new members to the Joint Purchasing Cooperative.

Section III Duties of Bidding District:

- A. In conjunction with the Cooperative Board annually develop bid specifications for the purchase of food products and commodity processing, storage and transportation services and perform the following:
  1. Secure district board approval to solicit bids.
  2. Secure from Member Districts estimated quantities of goods and services to be purchased. Failure of any Member District to respond will cause a default to

Joint Purchasing Cooperative Agreement  
Continued

prior year quantities or best judgment of the Bidding District.

3. After approval is received from the Cooperative Board, solicit bids in accordance with R.C.W. 28A.58.135.
4. Open and analyze bids and make contract award recommendation to the Cooperative Board.
5. Upon approval of the Cooperative Board, submit recommendation to award and/or reject bids to the Board of Directors of the Bidding District.
6. Upon approval of bid award by the Bidding District's Board of Directors, distribute approved copies of the bid contract to Member Districts.

Section IV Duties of the Member Districts:

- A. Member Districts shall be responsible for the following:
  1. Each Member District shall pay fees assessed by the Cooperative Board pursuant to Section 11.C.8.
  2. Each Member District shall jointly share the expense of any and all claims, liability or damages, including attorney fees, arising from the performance of the Cooperative Board's duties under this Agreement, or the acts or omissions of districts acting on behalf of the Joint Purchasing Cooperative as provided in Section III herein.
  3. Submit to the Bidding District estimated quantities of goods and services to be purchased.
  4. After bid award, issue purchase order to successful bidder with information copy to Bidding District.

Joint Purchasing Cooperative Agreement  
Continued

5. Audit contract compliance within own district.

6. Submit vendor contract compliance concerns in writing to  
Executive Committee with appropriate documentation.

Section V Hold Harmless

Each Member District shall indemnify and hold harmless every other Member District from any and all claims, liability, or damages, including attorney fees, arising from that Member District's negligence in the performance of this Agreement.

Section VI Term:

The term of this Agreement shall be from September 1, 1988 and shall remain in force until the entire Agreement is terminated by unanimous consent of the Cooperative Board.

Section VII Withdrawal:

- A. Any Member District may withdraw from the Joint Purchasing Cooperative by giving written notice to the Cooperative Board by March 1 of any year, or unless the Agreement is terminated in accordance with Section VI herein.
- B. Any Member District may by petitioning the Cooperative Board, withdraw from the Joint Purchasing Cooperative by the unanimous consent of the Cooperative Board.



Joint Purchasing Cooperative Agreement  
Continued

Section VIII Effective Date:

Pursuant to R.C.W. 39.34 this agreement shall become  
effective upon approval by each Member District's Board of  
Directors.

-----  
(School District)  
-----  
-----  
-----  
-----  
-----

Approved by the Board of Directors

on \_\_\_\_\_  
(Date)

-----  
(Secretary to the Board)

FOR THE PURPOSE OF JOINING A COOPERATIVE TO  
PURCHASE FOOD PRODUCTS AND COMMODITY PROCESSING,  
STORAGE AND TRANSPORTATION SERVICES

WHEREAS, school districts in the State of Washington are authorized by 28A.58.107 RCW and 39.34 RCW, the Interlocal Cooperative act, to enter into cooperative agreements, and to establish and maintain a joint purchasing agency for services; and

WHEREAS, certain school districts desire to reduce their respective costs in purchasing food products and commodity processing, storage and transportation services for use in school district food service programs; and

WHEREAS, the Board of Directors of each of the school districts has determined that the best interests of each district shall be serviced by the formation and maintenance of a joint purchasing agreement pursuant to the terms of this agreement;

NOW THEREFORE be it resolved that the Board of Directors of Everett School District No. 2, Snohomish County, Washington agrees as follows:

1. That a joint purchasing cooperative by and between school districts, hereinafter referred to as "the districts", as listed on Attachment "A" be formed as an interlocal cooperative for the purpose of joint purchasing of food products and commodity processing, storage and transportation services.
2. That the general purpose of such a cooperative shall be to save money by jointly purchasing and contracting for food products and commodity processing, storage and transportation services.
3. That the Superintendent or designee of Everett School District No. 2, Snohomish County, Washington is hereby designated as representative to the Joint Purchasing Cooperative and the Superintendent is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

PASSED this 7<sup>th</sup> day of May, 1990  
(Date)

Paul J. Murray  
Secretary to the Board

Charles E. Betts  
Board President

James M. Cooper  
R. Yates  
Earl E. Quillen

ATTACHMENT "A"  
TO RESOLUTION \_\_\_\_\_ 417 \_\_\_\_\_

Auburn School District No. 408 (Auburn)  
Everett School District No. 2 (Everett)  
Federal Way School District No. 210 (Federal Way)  
Kent School District No. 415 (Kent)  
Marysville School District No. 25 (Marysville)  
North Thurston School District No. 3 (North Thurston)  
Olympia School District No. 111 (Olympia)  
Renton School District No. 403 (Renton)  
Riverview School District No. 407 (Riverview)  
Snoqualmie School District No. 410 (Snoqualmie)  
South Central School District No. 406 (South Central)  
Tahoma School District No. 409 (Tahoma)

JOINT PURCHASING COOPERATIVE AGREEMENT

This AGREEMENT is made by and among AUBURN SCHOOL DISTRICT NO. 408 ("Auburn"), EVERETT SCHOOL DISTRICT NO. 2 ("Everett"), FEDERAL WAY SCHOOL DISTRICT NO. 210 ("Federal Way"), KENT SCHOOL DISTRICT NO. 415 ("Kent"), MARYSVILLE SCHOOL DISTRICT NO. 25 ("Marysville"), NORTH THURSTON DISTRICT NO. 3 ("North Thurston"), OLYMPIA SCHOOL DISTRICT NO. 111 ("Olympia"), RENTON SCHOOL DISTRICT NO. 403 ("Renton"), RIVERVIEW SCHOOL DISTRICT NO. 407 ("Riverview"), SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410 ("Snoqualmie"), SOUTH CENTRAL SCHOOL DISTRICT NO. 406 ("South Central"), and TAHOMA SCHOOL DISTRICT NO. 409 ("Tahoma"), hereinafter referred to as Member Districts. Each Member District is a municipal corporation of the State of Washington.

WHEREAS, the Member Districts desire to reduce their respective costs in purchasing of food products and commodity processing, storage and transportation services used by school district food service programs; and

WHEREAS, RCW.28.A.58.107, Section (3) and Chapter 39.34 RCW, the Interlocal Cooperation Act, authorize the Member Districts to establish and maintain a joint cooperative for purchasing food products and commodity processing, storage and transportation services; and

WHEREAS, the Board of Directors of each of the Member Districts has determined that their best interests shall be served by the formation and maintenance of a joint purchasing cooperative pursuant to the terms of the agreement;

NOW THEREFORE, the parties agree as follows:

---

Joint Purchasing Cooperative Agreement  
Continued

Section I: Purpose:

The purpose of the cooperative Agreement is to establish a Joint Purchasing Cooperative to purchase food products, and commodity processing, storage and transportation services for the Member Districts' use in their respective food service programs.

Section II: Joint Purchasing Cooperative:

- A. The Member Districts hereby establish the Joint Purchasing Cooperative.
- B. Each Member District shall be a member of the Joint Purchasing Cooperative for the term of this Agreement, subject to the termination and withdrawal provisions of section VII herein.
- C. The Joint Purchasing Cooperative shall establish a Cooperative Board consisting of the superintendents of Member Districts or their designees. The Cooperative Board shall meet at least quarterly. A quorum shall be required to meet and shall be at least 50% of Member Districts. Action shall require at least a two-thirds majority of those present. The Cooperative shall have the following powers and duties.
  - 1. Establish an Executive Committee which shall have the following duties:
    - a. The Executive Committee shall be comprised of representatives of no more than 50% of Member Districts and shall include the purchasing agent from the Bidding District. (See Section III)

Joint Purchasing Cooperative Agreement  
Continued

- b. Conduct Cooperative Board meetings and handle routine correspondence and agendas.
  - c. Prepare minutes of all meetings and distribute copies to superintendents and designees of all Member Districts.
  - d. Recommend to the Cooperative Board the Member District to be designated as the Bidding District.
  - e. Receive and compile comments and concerns from Member Districts and vendors for the Cooperative Board.
  - f. Collect each Member District's approval Agreement, designee appointments and subsequent return notification to Member Districts.
  - g. Other duties as assigned by the Cooperative Board.
2. Appoint a Bidding District. (Refer to Section III for Duties of the Bidding District.)
  3. Annually develop bid specifications in conjunction with the Bidding District for the purchase of food products and commodity processing, storage and transportation services.
  4. Approve specifications and products and review bid analysis.
  5. Accept the recommendation of the Bidding District.  
Upon review, recommend to the Bidding District's Board of Directors award or rejection of the contract.
  6. Review and take action on comments and concerns of Member Districts and vendors received by the Executive Committee.

Joint Purchasing Cooperative Agreement  
Continued

7. Periodically evaluate the effectiveness of this Agreement and recommend changes to the respective Boards of Directors of Member Districts as appropriate.
8. Approve and assess fees to Member Districts to reimburse documented actual administrative, legal, and insurance expenses, if any, incurred by the Bidding District and/or a Member District on behalf of the Joint Purchasing Cooperative. Fees to be assessed shall be based on total equivalent lunches as reported in the last published SPI 1800D report. Fees shall be assessed quarterly.
9. Conduct audits of the Joint Purchasing Cooperative as appropriate.
10. Approve upon written petition by unanimous consent of the Cooperative Board, the addition of new members to the Joint Purchasing Cooperative.

Section III Duties of Bidding District:

- A. In conjunction with the Cooperative Board annually develop bid specifications for the purchase of food products and commodity processing, storage and transportation services and perform the following:
  1. Secure district board approval to solicit bids.
  2. Secure from Member Districts estimated quantities of goods and services to be purchased. Failure of any Member District to respond will cause a default to

Joint Purchasing Cooperative Agreement  
Continued

prior year quantities or best judgment of the Bidding District.

3. After approval is received from the Cooperative Board, solicit bids in accordance with R.C.W. 28A.58.135.
4. Open and analyze bids and make contract award recommendation to the Cooperative Board.
5. Upon approval of the Cooperative Board, submit recommendation to award and/or reject bids to the Board of Directors of the Bidding District.
6. Upon approval of bid award by the Bidding District's Board of Directors, distribute approved copies of the bid contract to Member Districts.

Section IV Duties of the Member Districts:

A. Member Districts shall be responsible for the following:

1. Each Member District shall pay fees assessed by the Cooperative Board pursuant to Section 11.C.8.
2. Each Member District shall jointly share the expense of any and all claims, liability or damages, including attorney fees, arising from the performance of the Cooperative Board's duties under this Agreement, or the acts or omissions of districts acting on behalf of the Joint Purchasing Cooperative as provided in Section III herein.
3. Submit to the Bidding District estimated quantities of goods and services to be purchased.
4. After bid award, issue purchase order to successful bidder with information copy to Bidding District.



Joint Purchasing Cooperative Agreement  
Continued

5. Audit contract compliance within own district.

6. Submit vendor contract compliance concerns in writing to  
Executive Committee with appropriate documentation.

Section V Hold Harmless

Each Member District shall indemnify and hold harmless every other Member District from any and all claims, liability, or damages, including attorney fees, arising from that Member District's negligence in the performance of this Agreement.

Section VI Term:

The term of this Agreement shall be from September 1, 1988 and shall remain in force until the entire Agreement is terminated by unanimous consent of the Cooperative Board.

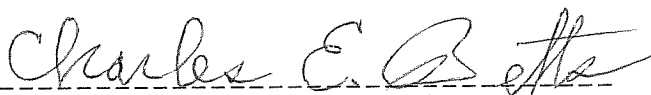
Section VII Withdrawal:

- A. Any Member District may withdraw from the Joint Purchasing Cooperative by giving written notice to the Cooperative Board by March 1 of any year, or unless the Agreement is terminated in accordance with Section VI herein.
- B. Any Member District may by petitioning the Cooperative Board, withdraw from the Joint Purchasing Cooperative by the unanimous consent of the Cooperative Board.

Joint Purchasing Cooperative Agreement  
Continued

Section VIII Effective Date:

Pursuant to R.C.W. 39.34 this agreement shall become  
effective upon approval by each Member District's Board of  
Directors.

  
-----  
(School District)

-----  
-----  
-----  
-----  
-----

Approved by the Board of Directors

on -----  
(Date

-----  
(Secretary to the Board)