

RESOLUTION NO. 387

FOR THE PURPOSE OF FORMING A COOPERATIVE
TO PURCHASE PROCESSING OF USDA-PROVIDED POULTRY PRODUCTS

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, the districts desire to reduce their respective costs in transportation and processing of USDA Commodity poultry products for use in school district food service programs; and

WHEREAS, the Board of Directors of each of the districts has determined that the best interests of the district shall be served 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 processing services for USDA commodity poultry products.

2. That the general purpose of such a cooperative shall be to save money by jointly purchasing and contracting for processing of poultry products.

3. That the Superintendent or designee of Everett School District No. 2, Snohomish County, Washington, is hereby designated as representative of Everett School District No. 2, Snohomish County, Washington, to the Cooperative for Purchasing of Poultry Processing Services.

Paul Simmons
Secretary to the Board

Sue M. Cooper
Board President

Charles E. Betts
Shirley Undermeest
R. J. Miller
Earl E. Doolittle

1. Purpose. The purpose of this agreement is to establish a joint purchasing agency to acquire, on an annual basis, processing of USDA provided poultry products used in the respective Districts' food service program.

2. Joint Purchasing Agency.

(a) The Districts hereby establish the poultry processing joint purchasing agency ("Purchasing Agency").

(b) Each District shall be a member of the joint agency for the term of this agreement, subject to the termination and withdrawal provisions of Section 6 herein.

(c) The Purchasing Agency shall establish a joint board ("Board") consisting of the superintendents of member districts or their designees. The Board shall meet at least monthly and shall have the following powers and duties:

(i) To approve bid specifications for the purchase of poultry processing services .

(ii) To accept, reject, modify, or terminate contracts on behalf of the agency in the manner required by R.C.W. 28A.58.135 and all other requirements applicable to the competitive bidding and contracting procedures of school districts in Washington State as now existing or hereafter amended.

(iii) To monitor the performance of contractors selected by the Purchasing Agency.

(iv) To evaluate the cost effectiveness of this agreement and to recommend changes to the respective board of directors of member districts as required.

(v) To assess fees to member districts to reimburse administrative, legal, and insurance expenses, if any, incurred by a member district on behalf of the Purchasing Agency: Provided, however, that a member district's right to reimbursement for such expenses is subject to Board approval.

3. Annual Poultry Processing. During each year of this agreement, the Board shall conduct a purchase of Poultry Processing agreement in the following manner:

(a) Prior to the 1st day of March each year, every District shall submit to the Food Service Director of Federal Way School District and School Food Service Program Specialist, Division of Financial Services, Superintendent of Instruction, their commitment to divert poultry commodities for processing for the upcoming school year. Federal Way shall develop and write bid specifications for the processing of USDA-provided poultry products to meet the needs of the member districts. Bid specifications shall meet the requirements of RCW 28A.58.135, and all other requirements applicable to competitive bidding and contracting procedures or authority of school districts, in the State of Washington, as now existing or hereinafter amended. In addition, the bid specifications shall provide:

(i) That the successful bidder shall provide appropriate storage as specified in the contract and be capable of making deliveries to and in whatever manner is required by member districts.

(ii) That the successful bidder shall receive purchase orders and payment for goods directly from participating districts for such goods that are accepted by a district and that payment shall be due only upon acceptance of goods/services.

(b) Upon approval of the bid specifications by the Board, Federal Way shall be responsible for soliciting competitive bids in the manner required under R.C.W. 28A.58.135 and any other statutes governing the competitive bidding procedures or authority of school districts in the State of Washington, as now existing or hereinafter amended, and presenting the bids to the Board for approval or rejection.

4. Duties of Member Districts.

(a) Each school district shall jointly share the expense of any and all claims, liability or damages, including attorney fees, arising from the performance of the Board's duties under this agreement, or the acts or omissions of districts acting on behalf of the Purchasing Agency as provided in Section 3 herein.

(b) Each school district shall indemnify and hold harmless every other member district from any and all claims, liability, or damages, including attorney fees, arising from that District's procurement of goods from contractors selected by the Board.

(c) Each member district shall pay all administrative, legal, and insurance costs, if any, assessed to them by the Board pursuant to Section 2(c)(v) herein.

5. Term. This agreement shall be for an initial period of five (5) years, unless terminated as provided in Section 6 below.

6. Withdrawal/Termination.

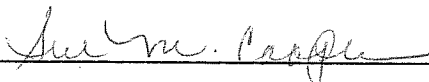
(a) Any member district may withdraw from the Purchasing Agency by the unanimous consent of the Board.

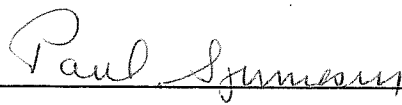
(b) Any member district may withdraw from the joint agency by giving written notice to all other member districts not less than (2) months prior to the due date for anticipated purchasing needs set forth in Section 3(a) herein.

(c) This agreement may be terminated by unanimous consent of the Board.

7. Effective Date. This agreement shall become effective upon approval by the Board of Directors for each member district of a copy of this agreement and the filing of this agreement with appropriate governmental officials as provided by law.

Everett School District

By 
President, Board of Directors

By 
Superintendent