

INTERLOCAL COOPERATIVE AGREEMENT

Between

WEST VALLEY SCHOOL DISTRICT 208 and TOPPENISH SCHOOL DISTRICT

This INTERLOCAL AGREEMENT is entered into, by and between, WEST VALLEY SCHOOL DISTRICT 208 and TOPPENISH SCHOOL DISTRICT. Each District is a municipal corporation of the State of Washington.

WHEREAS, the District's desire to reduce their respective costs in purchasing goods and services by the Food Service department for use in the school district meal programs; and

WHEREAS, 28A.320.080 RCW, Section (3) and Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Districts to establish and maintain an Interlocal Cooperative for purchasing goods and services; and

WHEREAS, the Board of Directors of each District has determined that their best interests shall be served by the formation of an Interlocal Cooperative pursuant to the test of the Agreement.

NOW THEREFORE, in consideration of the agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

1. The purpose of the Interlocal Cooperative Agreement is to establish a cooperative to purchase goods and services for the respective Food Service departments of the member Districts.
2. This agreement shall allow the purchase or acquisition of goods and services by each Member District 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.

3. The Districts shall be represented by the Food Service Director from each member District, plus any representatives from those Districts deemed necessary for accomplishing the designated purpose of this agreement.
4. Each Member District reserves the right to contract purchases independently, with or without notice to the other Member Districts. This Agreement does not obligate any Member Districts to acquire goods or services through the contractual agreements of the other Member District.
5. This agreement shall become effective once it is fully executed and posted on each respective District's website. The Agreement shall remain in force until the termination by either District according to the terms herein.
6. Either District may terminate this Agreement upon (30) days written notice of the other District.
7. The District purchasing goods or services under this Agreement shall be solely responsible for acquiring the real or personal property it purchases, and all such property shall be held at that District's name. The District shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
8. This Agreement may be amended or modified by mutual agreement of the Districts. Any amendment or modification shall be in writing, signed, and duly approved by the Boards of both Districts.
9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This agreement will be re-evaluated at the end of each school year.
11. The Districts acknowledge that they have read, understand and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

WEST VALLEY SCHOOL DISTRICT

Dr. Mike Brophy
Printed Name

Superintendent
Title



Signature

6/10/19
Date

TOPPENISH SCHOOL DISTRICT

David Andrews
Printed Name

Business Manager
Title


Signature

May 31, 2019
Date