

INTERLOCAL AGREEMENT BETWEEN Loon Lake SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Loon Lake SD and NEWPORT SCHOOL DISTRICT for school year 20-21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by bid process for Sole Source Products and Specific Food Items, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

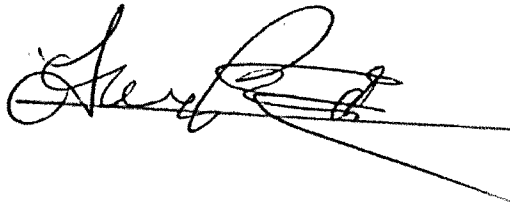
WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most of the efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

NOW THEREFORE, BE IT RESOLVED by each Board of Directors for each of the Parties, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:


1. Purpose. The purpose of this Agreement is to allow one Party to purchase goods and services through contracts executed and administered by the other Party with one or more third party vendors.
2. Scope. This agreement shall allow the following activities:
  1. Purchase or acquisition of goods and services by each Party acting as the agent for either or both Parties; or
  2. Purchase or acquisition of goods and services by each Party directly from a third party vendor where if a provision has been made in a contract with that third party vendor for other agencies to avail themselves of the goods and services offered under the contract.
3. Duration. This Agreement shall become effective once it is fully executed and posted on each respective Parties' website. The Agreement shall remain in force until terminated by either Party according to the terms herein.
4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

5. Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the Boards of both Parties shall jointly administer this Agreement.
  6. Manner of Acquiring, Holding, and Disposing of Property. The Party 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 in that Party's name. That Party shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
  7. Manner of Financing. The method of financing this Agreement shall be through budgeted funds or other available funds of the Party for whose use of the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of the other Party.
  8. Budget. The Party purchasing the goods or services under this Agreement shall be responsible for all budget and accounting procedures related to such purchases.
  9. Compliance with Bidding Requirements. The Party contracting with the third party vendor through a bid, proposal or contract (the lead agency) shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and the lead agency shall either post 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, or shall provide an access link to the notice on the State of Washington's web portal.
  10. Adoption of Agreement. The Board of Directors or responsible authority for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
  11. Independent Right to Contract. Each Party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.
  12. No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.
  13. Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed and duly approved by the Boards of both Parties.
  14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
  15. Signature Blocks. The Parties 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.
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Interlocal Contracting District


  
Board Chair

ATTEST:

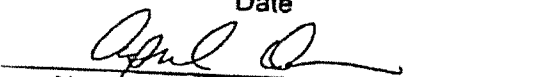
  
Secretary

8/26/2020  
Date

NEWPORT SCHOOL DISTRICT

  
Superintendent

Aug. 17, 2020  
Date

  
Newport School District Board Chair

Aug. 17, 2020  
Date

INTERLOCAL AGREEMENT BETWEEN Mary Walker SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Mary Walker SD and NEWPORT SCHOOL DISTRICT for school year 20-21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by bid process for Sole Source Products and Specific Food Items, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most of the 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 by each Board of Directors for each of the Parties, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

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  2. Purchase or acquisition of goods and services by each Party directly from a third party vendor where if a provision has been made in a contract with that third party vendor for other agencies to avail themselves of the goods and services offered under the contract.
3. Duration. This Agreement shall become effective once it is fully executed and posted on each respective Parties' website. The Agreement shall remain in force until terminated by either Party according to the terms herein.
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  10. Adoption of Agreement. The Board of Directors or responsible authority for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
  11. Independent Right to Contract. Each Party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.
  12. No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.
  13. Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed and duly approved by the Boards of both Parties.
  14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
  15. Signature Blocks. The Parties 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.
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Interlocal Contracting District

\_\_\_\_\_ Board Chair

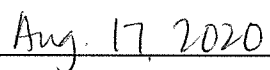
ATTEST:


\_\_\_\_\_ Secretary

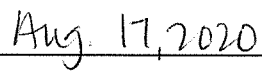
\_\_\_\_\_ Date

**NEWPORT SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Newport School District Board Chair

  
\_\_\_\_\_  
Date

INTERLOCAL AGREEMENT BETWEEN Mead SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between MEAD SD and NEWPORT SCHOOL DISTRICT for school year 20-21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by bid process for Sole Source Products and Specific Food Items, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

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  10. Adoption of Agreement. The Board of Directors or responsible authority for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
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Interlocal Contracting District

\_\_\_\_\_ Board Chair

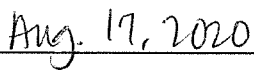
ATTEST:

\_\_\_\_\_ Secretary

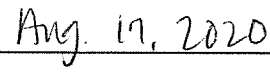
\_\_\_\_\_ Date

**NEWPORT SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Newport School District Board Chair

  
\_\_\_\_\_  
Date

INTERLOCAL AGREEMENT BETWEEN NE TRI COUNTY SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between NE Tri County SD and NEWPORT SCHOOL DISTRICT for school year 20-21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by bid process for Sole Source Products and Specific Food Items, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most of the 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;

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4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

5. Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the Boards of both Parties shall jointly administer this Agreement.
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  10. Adoption of Agreement. The Board of Directors or responsible authority for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
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Interlocal Contracting District

\_\_\_\_\_ Board Chair

ATTEST:

\_\_\_\_\_ Secretary

\_\_\_\_\_ Date

**NEWPORT SCHOOL DISTRICT**

Mike Sub-  
Superintendent

Aug. 17, 2020

Date  
April Q  
Newport School District Board Chair

Aug. 17, 2020

Date

INTERLOCAL AGREEMENT BETWEEN North Franklin SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between North Franklin SD and NEWPORT SCHOOL DISTRICT for school year 20/21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

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Interlocal Contracting District

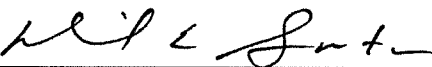
\_\_\_\_\_ Board Chair

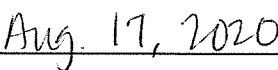
ATTEST:

\_\_\_\_\_ Secretary

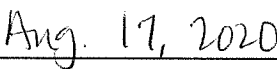
\_\_\_\_\_ Date

**NEWPORT SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_

Date  
  
\_\_\_\_\_  
Newport School District Board Chair

  
\_\_\_\_\_  
Date

INTERLOCAL AGREEMENT BETWEEN Othello SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Othello SD and NEWPORT SCHOOL DISTRICT for school year 20-21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

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  12. No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.
  13. Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed and duly approved by the Boards of both Parties.
  14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
  15. Signature Blocks. The Parties 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.
-

Interlocal Contracting District

Mike D. Board Chair

ATTEST:

L. C. Hill Secretary

8/27/20  
Date

NEWPORT SCHOOL DISTRICT

Will Smith  
Superintendent

Aug. 17, 2020  
Date

Paul Q.  
Newport School District Board Chair

Aug. 17, 2020  
Date

**INTERLOCAL AGREEMENT BETWEEN PULLMAN SCHOOL DISTRICT  
AND NEWPORT SCHOOL DISTRICT**

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between PULLMAN SCHOOL DISTRICT and NEWPORT SCHOOL DISTRICT, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

**RECITALS**

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by bid process for Sole Source Products and Specific Food Items, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most of the 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 by each Board of Directors for each of the Parties, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to allow one Party to purchase goods and services through contracts executed and administered by the other Party with one or more third party vendors.
2. Scope. This agreement shall allow the following activities:
  1. Purchase or acquisition of goods and services by each Party acting as the agent for either or both Parties; or
  2. Purchase or acquisition of goods and services by each Party directly from a third party vendor where if a provision has been made in a contract with that third party vendor for other agencies to avail themselves of the goods and services offered under the contract.
3. Duration. This Agreement shall become effective once it is fully executed and posted on each respective Parties' website. The Agreement shall remain in force until terminated by either Party according to the terms herein.
4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

5. Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the Boards of both Parties shall jointly administer this Agreement.
6. Manner of Acquiring, Holding, and Disposing of Property. The Party 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 in that Party's name. That Party shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
7. Manner of Financing. The method of financing this Agreement shall be through budgeted funds or other available funds of the Party for whose use of the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of the other Party.
8. Budget. The Party purchasing the goods or services under this Agreement shall be responsible for all budget and accounting procedures related to such purchases.
9. Compliance with Bidding Requirements. The Party contracting with the third party vendor through a bid, proposal or contract (the lead agency) shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and the lead agency shall either post 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, or shall provide an access link to the notice on the State of Washington's web portal.
10. Adoption of Agreement. The Board of Directors for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
11. Independent Right to Contract. Each Party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.
12. No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.
13. Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed and duly approved by the Boards of both Parties.
14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
15. Signature Blocks. The Parties 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.

\_\_\_\_\_  
\_\_\_\_\_  
  
ATTEST:

Sheba Nalle, Foodservice Director  
[Signature] 11/21/2019  
Date

**NEWPORT SCHOOL DISTRICT**

[Signature]  
Superintendent

8-19-2019

Date  
[Signature]  
Newport School District Board Chair

8-19-2019  
Date



Sheila Myrvang &lt;myrvangsheila@newportgriz.com&gt;

---

**FW: [EXT] : Fwd: Scanned from a Xerox Multifunction Printer**

1 message

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**Sheba Nalle** <SNalle@psd267.org>

Wed, Nov 20, 2019 at 3:27 PM

To: Sheila Myrvang &lt;myrvangsheila@newportgriz.com&gt;

Is there any way to revise this just to leave the Board of Directors out of it? They meet once a month, it will take two months for them to even look at it. They don't care about this type of thing. If you could just have it written so I sign it, that will be adequate for my district's policy.

I am not sure if you ever sent me an updated copy that has "Pullman" in the first paragraph, rather than Mead. I think you did, but I can't find it. ☹ Sorry.

I mean, I can do it this way with the Board of Directors if you are willing to wait on the paperwork but it will be a long, tedious process. Let me know!

Thanks.

Sheba Nalle, RD, LD, CD  
School Nutrition Services Supervisor  
Pullman School District No. 267  
510 NW Greyhound Way  
Pullman, WA 99163  
(509) 332-5179  
(509) 332-6868 (fax)

**From:** Sheila Myrvang**Sent:** Monday, August 19, 2019 3:42 PM**To:** Sheba Nalle**Subject:** [EXT] : Fwd: Scanned from a Xerox Multifunction Printer

STOP and VERIFY - this message came from outside the district.

*Can you have your board sign this and send me back the hard copy and I will have it signed and sent back to you for your records.*

Thanks

**Sheila Myrvang**

Director of Nutrition Services



Shelia Myrvang <myrvangshelia@newportgriz.com>

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**FW: [EXT] : Fwd: Scanned from a Xerox Multifunction Printer**  
1 message

Sheba Nalle <SNalle@psd267.org>  
To: Shelia Myrvang <myrvangshelia@newportgriz.com>

Wed, Nov 20, 2019 at 3:27 PM

Is there any way to revise this just to leave the Board of Directors out of it? They meet once a month, it will take two months for them to even look at it. They don't care about this type of thing. If you could just have it written so I sign it, that will be adequate for my district's policy.

I am not sure if you ever sent me an updated copy that has "Pullman" in the first paragraph, rather than Mead. I think you did, but I can't find it. 😊 Sorry.

I mean, I can do it this way with the Board of Directors if you are willing to wait on the paperwork but it will be a long, tedious process. Let me know!

Thanks.

Sheba Nalle, RD, LD, CD  
School Nutrition Services Supervisor  
Pullman School District No. 267  
510 NW Greyhound Way  
Pullman, WA 99163  
(509) 332-5179  
(509) 332-6868 (fax)

---

**From:** Shelia Myrvang  
**Sent:** Monday, August 19, 2019 3:42 PM  
**To:** Sheba Nalle  
**Subject:** [EXT] : Fwd: Scanned from a Xerox Multifunction Printer

INTERLOCAL AGREEMENT BETWEEN Reardon SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Reardon SD and NEWPORT SCHOOL DISTRICT for school year 20/21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by bid process for Sole Source Products and Specific Food Items, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most of the 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 by each Board of Directors for each of the Parties, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to allow one Party to purchase goods and services through contracts executed and administered by the other Party with one or more third party vendors.
2. Scope. This agreement shall allow the following activities:
  1. Purchase or acquisition of goods and services by each Party acting as the agent for either or both Parties; or
  2. Purchase or acquisition of goods and services by each Party directly from a third party vendor where if a provision has been made in a contract with that third party vendor for other agencies to avail themselves of the goods and services offered under the contract.
3. Duration. This Agreement shall become effective once it is fully executed and posted on each respective Parties' website. The Agreement shall remain in force until terminated by either Party according to the terms herein.
4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.



5. Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the Boards of both Parties shall jointly administer this Agreement.
  6. Manner of Acquiring, Holding, and Disposing of Property. The Party 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 in that Party's name. That Party shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.
  7. Manner of Financing. The method of financing this Agreement shall be through budgeted funds or other available funds of the Party for whose use of the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of the other Party.
  8. Budget. The Party purchasing the goods or services under this Agreement shall be responsible for all budget and accounting procedures related to such purchases.
  9. Compliance with Bidding Requirements. The Party contracting with the third party vendor through a bid, proposal or contract (the lead agency) shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and the lead agency shall either post 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, or shall provide an access link to the notice on the State of Washington's web portal.
  10. Adoption of Agreement. The Board of Directors or responsible authority for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
  11. Independent Right to Contract. Each Party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.
  12. No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.
  13. Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed and duly approved by the Boards of both Parties.
  14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
  15. Signature Blocks. The Parties 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.
-

Interlocal Contracting District

\_\_\_\_\_ Board Chair

ATTEST:

\_\_\_\_\_ Secretary

\_\_\_\_\_ Date

**NEWPORT SCHOOL DISTRICT**

Mike Suh  
Superintendent

Aug. 17, 2020

Date  
April Q  
Newport School District Board Chair

Aug. 17, 2020

Date

INTERLOCAL AGREEMENT BETWEEN Wellpenit SD  
AND NEWPORT SCHOOL DISTRICT

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Wellpenit and NEWPORT SCHOOL DISTRICT for school year 20-21, legally referenced as NEWPORT SCHOOL DISTRICT (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms obtained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term in defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for the cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by bid process for Sole Source Products and Specific Food Items, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most of the 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 by each Board of Directors for each of the Parties, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to allow one Party to purchase goods and services through contracts executed and administered by the other Party with one or more third party vendors.
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  1. Purchase or acquisition of goods and services by each Party acting as the agent for either or both Parties; or
  2. Purchase or acquisition of goods and services by each Party directly from a third party vendor where if a provision has been made in a contract with that third party vendor for other agencies to avail themselves of the goods and services offered under the contract.
3. Duration. This Agreement shall become effective once it is fully executed and posted on each respective Parties' website. The Agreement shall remain in force until terminated by either Party according to the terms herein.
4. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

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  14. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.
  15. Signature Blocks. The Parties 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.
-

Interlocal Contracting District


\_\_\_\_\_ Board Chair

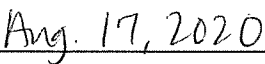
ATTEST:

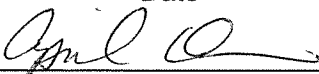
\_\_\_\_\_ Secretary

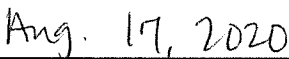
\_\_\_\_\_ Date

**NEWPORT SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Newport School District Board Chair

  
\_\_\_\_\_  
Date