

INTERLOCAL COOPERATIVE AGREEMENT  
between  
FRANKLIN PIERCE and PUYALLUP SCHOOL DISTRICTS

This AGREEMENT is made by and among the Franklin Pierce and Puyallup School Districts. Each District is a municipal corporation of the State of Washington.

WHEREAS, the Districts' desire is to reduce their respective costs in purchasing fresh fruit and produce 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 fresh fruit and produce; 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 terms of the Agreement.

NOW THEREFORE, the parties agree as follows:

Section I: Purpose:

The purpose of the Interlocal Cooperative Agreement is to establish a cooperative to purchase fresh fruit and produce for the respective Food Service departments of the member Districts.

Section II: Membership:

- A. The Franklin Pierce and Puyallup School Districts hereby establish an Interlocal Cooperative.
- B. The Districts shall be represented by the Food Service Supervisor from each member District, plus any representatives from those Districts deemed necessary

for accomplishing the designated purpose of this agreement.

Section III: Functions and Duties:

- A. The Cooperative shall solicit bids/quotations in accordance 28A.58.135 RCW, and with local District policies.
- B. The Cooperative shall open and analyze bids/quotations and make contract award recommendations to their respective School Boards.
- C. Each District shall issue its own purchase order(s) to the successful bidder(s) in accordance with its own purchasing procedures.
- D. Each District shall be responsible only for its own share of purchasing decisions and shall not be liable for any purchasing decisions of the other.
- E. Each District shall hold harmless the other from any and all claims, liability, or damages arising from negligence on the part of the other.

Section IV: Term of Agreement:

This Agreement shall commence August 15, 2004, and remain in force until canceled by either party by written notice to the other party.

Section V: Effective Date:

Pursuant to Chapter 39.34 RCW, this Agreement shall become effective upon adoption by the Board of Directors of each District.

Section VI: Authorization:

Franklin Pierce School District

Matt Vaughn  
John Harsted  
Jo Anne Matson  
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Puyallup School District

Karen Apperbaum  
Kim L. Sealey  
[Signature]  
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Approved by the Board of Directors

on 7.27.04  
(date)

by R. Stephen Rasmussen  
(Secretary to the Board)

[Signature] 9/15/04  
(date)  
[Signature]  
(Secretary to the Board)