INTERLOCAL AGREEMENT BETWEEN PUYALLUP SCHOOL DISTRICT AND SPOKANE PUBLIC SCHOOLS, DISTRICT #81

This INTERLOCAL AGREEMENT ("Agreement") is entered into by and between PUYALLUP and SPOKANE PUBLIC SCHOOLS, legally referenced as SPOKANE SCHOOL DISTRICT No. 81 (collectively referred to herein as the "Parties"). The Parties hereby enter into this Agreement as of the date of execution for the purpose and under the terms contained herein.

RECITALS

WHEREAS, each of the Parties is a duly constituted public agency, as that term is 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, RCW 39.34, provides for cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by a formal advertisement and bid process, 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 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 interest to cooperate and join in certain purchasing activities;

NOW, THEREFORE, BE IT RESOLVED by the 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:

   A. Purchase or acquisition of goods and services by each Party acting as the agent for either or both Parties; or

   B. 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 the property is actual 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 a 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 ot 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 of 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.

SPOKANE PUBLIC SCHOOLS

Cindy Coleman
Chief Finance and Business Services Officer

2/10/24
Date

PUYALLUP SCHOOL DISTRICT

Joe Byrne
Executive Director of Operations

1/12/2025
Date

Spokane Public Schools

Agenda Item Details

Meeting	Feb 04, 2026 - Regular Meeting
Category	6. CONSENT AGENDA
Subject	G. X6801338; Interlocal Agreement with Puyallup School District #3
Type	Action (Consent)

Recommendation:
Approval of the attached Interlocal Agreement with Puyallup School District for the purpose of forming a reciprocal purchasing partnership.

Background:
An Interlocal Agreement has been requested by Puyallup School District in accordance with RCW 39.34, the Interlocal Cooperation Act. The main purpose of executing this contract is to allow this school district the ability to access our district's Nutrition Services vendor contracts in support of their nutrition services program; however, it also grants authority for our district to access the other district's procurement contracts in place over time, if needs arise. Our solicitations have incorporated the required cooperative purchasing provision per RCW 39.34 so that districts interested in accessing our contracts need only enter into an Interlocal Agreement with our district to do so. Currently, 91 school districts, charter schools and Educational Service Districts in Washington, Idaho and Oregon have opted to enter into an Interlocal Agreement with SPS for this purpose. Pending board approval, Puyallup School District will join that list.

With the additional procurement volume generated as a result of our Interlocal Agreements, SPS has realized a substantial benefit in lower costs. Our Prime Vendor contract volume pricing has been elevated into the premium buying bracket, which lowers our own food costs and makes us eligible for more manufacturers' rebates. It is estimated that our district has saved between 2.5% and 4% of our own $5M contract annually due to the Interlocal Agreements we have entered into with the smaller entities. Also, entering into these agreements and allowing access to existing contracts saves the smaller sites not only the administrative costs of issuing their own separate solicitation and awarded contract but increases their buying power for the purchases supporting their meal programs. These agreements have been found to be consistent with state statutory requirements. There will be no district expenditure or liability as a result of this agreement and the district's administrative costs to process the agreements are nominal.

Puyallup Interlocal Spokane.pdf (164 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion by: Director Kozel. Second by: Director Lockwood.
Yes: Nikki Lockwood, Jenny Slagle, Mike Wiser, Hilary Kozel, Nicole Bishop
Final Resolution: Motion carries.