North Thurston Public Schools, Thurston County, Washington

INTERLOCAL AGREEMENT
with the
PUGET SOUND JOINT PURCHASING COOPERATIVE

THIS AGREEMENT is made and entered into, by and among the school districts of the State of Washington on the signature page hereto (the "*Member Districts*") and has been authorized by each of the Member Districts.

RECITALS

WHEREAS, each of the Member Districts is a duly constituted school district organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, each of the Member Districts is authorized by RCW 28A.320 or by the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into cooperative agreements for the purchase of various equipment, supplies and services;

WHEREAS, the Member Districts seek to reduce their respective costs in purchasing various food products, supplies, services, equipment and commodity processing, storage and transportation services for use in the school districts and to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage;

WHEREAS, the Executive Committee (the "*Executive Committee*") has caused the Puget Sound Joint Purchasing Association (DBA Puget Sound Joint Purchasing Cooperative (the "*Cooperative*")) to be formed as a cooperative under Chapter 24.03 RCW;

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

- The Cooperative shall continue to have all rights and responsibilities as contemplated and accomplished pursuant to its articles and bylaws, as amended, including but not limited to provide centralized purchasing and other services. Nothing herein shall be deemed to prevent the Cooperative from any further reorganization permitted by applicable law.

- The purpose of the Cooperative is to procure various equipment, supplies and services in support of the Member District's programs.

- 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.

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- The Superintendent or designee of the undersigned school district is hereby designated as representative to the joint purchasing agency Cooperative Board and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

- The Superintendent or designee of the undersigned school district shall have full voting rights regarding Cooperative matters upon approval as a Member.

- The undersigned school district will be assessed fees based on total equivalent lunches (meals) as reported on the last OSPI 1800D report, with a minimum annual fee of $200. Fees will be determined by the Executive Committee on an annual basis and shall be assessed to each Member District to reimburse documented actual administrative, legal, insurance, and other costs. The Executive Committee will be responsible for annual budgeting and reporting. Upon termination of this Agreement or dissolution of the Cooperative, all remaining assessed fees will be returned to the Member Districts pro rata.

- Each Member District will be solely responsible for purchase, service, and disposal obligations for its use of the Puget Sound Joint Purchasing Cooperative's contracts.

- 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.

- The Cooperative shall have all powers allowed by law for interlocal agencies created under RCW 28A.320.080, RCW 39.34.030 or Chapter 23.86 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Executive Committee, as provided for in this Agreement.

- The Cooperative shall be financed through dues from Member Districts.

- This Agreement shall remain in full force and effect until terminated in accordance with the Puget Sound Joint Purchasing Cooperative Bylaws or Articles.

This Agreement and any amendments thereto, shall be executed on behalf of each Member District by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of the date signed.

Signatures as follows:

North Thurston Public Schools
305 College Street NE, Lacey WA
(360) 412-4400

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Signature of District Superintendent or Board President

Printed Name and Title

Teena Barnes — Executive Dir. Fin Svc.
Name — Title

Signature Teena Barnes

Date: 8/20/2021

Attest:
Secretary to the Board _____ Date _____

Received PSJPC

Date 08/25/2021

Signature C Lincoln Pierce

C Lincoln Pierce — Exec Director
Name — Title

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