

**Interlocal Agreement
Three Rivers Purchasing Cooperative Bid
Nutrition Service Food, Cleaning, and Paper Products**

This document sets forth the terms and conditions of the Three Rivers Purchasing Cooperative agreement between Pasco School District No. 1 and

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|------------------------------|-----------------------------|
| Kiona-Benton City No. 52 | North Franklin No. J-51-162 |
| College Place No. 250 | Finley No. 53 |
| Dayton No. 2 | Columbia No. 400 |
| Othello No. 147-163-55 | Prescott No. 402-37 |
| Waitsburg No. 401-100 | Royal No. 160 |
| Walla Walla No. 140 | Touchet No. 300 |
| Jubilee Christian Academy | Warden No. 146-161 |
| Wahluke No. 73 | Assumption/Walla Walla |
| Stanfield No. 61R | Umatilla S.D. |
| Sunnyside No. 201 | Central Valley No. 356 |
| Lind School District No. 158 | |

Purpose and Objective

This agreement is entered into pursuant to RCW 39.34 for the purpose of soliciting bids in accordance with RCW 28A.335.190 for **FOOD, CLEANING, and PAPER PRODUCTS** to be purchased by each school district food service department during the identified year in which this agreement is effective. This agreement also sets forth a method of payment for shared services of the Three Rivers Bid Coordinator. The Three Rivers Bid Coordinator is Pasco School District No. 1, who is the administrator of the contract.

Terms of Agreement

1. The parties agree to equally share in the labor cost, advertising cost, and the costs of copying and postage incurred in the preparation of the bid documents and the award and auditing process for the year beginning August 1, 2009 and ending July 31, 2010. Labor Costs for purposes of this Agreement shall include salary or wages, associated benefits and taxes of District personnel determined on an hourly basis.
2. Labor Costs: will not be charged unless the hours exceed \$100.
 - a. Once Labor Costs accrued to the bid development, award, and audit process exceed \$100 per year, each signatory district to this agreement shall pay Pasco School District No. 1 its share of the Labor Costs per hour plus 30%.
 - b. These hours shall be documented and submitted biannually to the member School Districts by the assigned bid coordinator.
 - c. Member School Districts will issue payment to the bid coordinator.
 - d. All hours accrued to the bid process for the above specific time period will be paid biannually throughout the specified bid year.
3. Costs will be divided equally among the districts represented by this agreement.
4. Each district will be invoiced by Pasco School District for the total expenses as stated biannually, and each participating district shall pay its share within thirty (30) days of the invoice.

District's Rights and Responsibilities

1. Each district will be required to provide the bid coordinator with estimated quantities for the bid period and each district agrees to purchase a minimum of 70% of estimated amounts from the award primary vendor.
2. Duration of the Agreement – This agreement, shall continue from year to year until either party terminates it as hereinafter provided.
3. Termination of this agreement can be accomplished:
 - a. At any time, by mutual consent with agreement of both parties: or
 - b. Either party giving notice of its intent to not participate in the upcoming bid year prior to March 1 of the year immediately proceeding the bid year. Each bid year begins August 1 and ends July 31.
4. Modification or amendments of this agreement may be made with mutual consent of both parties.
5. Any dispute, claim, or grievance pertaining to the interpretation or application of this agreement may be submitted to binding arbitration administered by the mandatory arbitration rules of the Washington State Superior Court and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceeding shall be decided by one arbitrator. If the parties cannot agree on an arbitrator, the parties will petition the Superior Court of Franklin County to appoint an arbitrator with experience in business transactions. The prevailing party shall be entitled to payment of all reasonable attorneys' fees and costs incurred in connection with any dispute arising under this Agreement, including, but not limited to, any fees and costs incurred leading up to and including the arbitration. The arbitration shall be held in Pasco, Washington.
6. Each district will share equally in all liability and costs arising from this agreement, current or future, whether known or not, for the agreement's effective time period.

This agreement is entered into voluntarily and is pursuant to RCW 39.34.080. Each party acknowledges that they have read and understand this agreement. The parties agree that this document constitutes the entire agreement between the parties and supercedes all communication, written, or oral, heretofore, related to the subject matter of this agreement.

School District _____

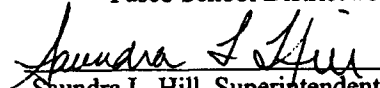
Superintendent

Date
Approved:

Board Chairman

Date

Pasco School District #1


Saundra L. Hill, Superintendent

3-24-09
Date

Approved:

Saul Martinez, President

3-24-09
Date