



INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 28A.RCW and Chapter 39.34 RCW and other provisions of the law, **Sedro-Woolley School District #101 and Arlington School District #16** hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. Sedro-Woolley School District of Washington, in contracting for the purchase of Bakery and Bread, agrees to extend said contract to the Arlington School District to the extent permitted by law, and agreed upon by all parties.
2. Sedro-Woolley School District represents and warrants it will comply with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement.
3. The Arlington School District accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the agency in question. Sedro-Woolley School District makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies, or rules applicable to each participating school district.
4. A purchase by the Arlington School District shall be affected by a purchase order from its agency, directed to the vendor or other party contracting to furnish specified bakery products to the school district.
5. Sedro-Woolley School District accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of the purchase price by the Arlington School District.
6. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing body of both parties shall jointly administer this Agreement.
7. Arlington School District shall be solely responsible for acquiring the products and all such product shall be held in that agency's name. The Arlington School District shall also have primary responsibility for disposing such product for the duration of the Agreement and upon termination of the Agreement.
8. The manner of financing the Bakery product purchased under this Agreement shall be through budgeted funds or other available funds of the Arlington School District. Arlington School District shall be responsible for all budget and accounting procedures related to its purchase.

9. The terms of this Agreement shall be governed by the laws of the State of Washington.
10. This Agreement has been approved by the governing bodies of the Sedro-Woolley School District and Arlington School District by resolution, motion, or otherwise.
11. This Agreement shall become effective once it is fully executed and filed with the County Auditor, and shall remain in force, unless Sedro-Woolley School District terminates the contract for Bakery products per the terms of the contract.

SEDRO-WOOLLEY SCHOOL DISTRICT#101
801 Trail Road
Sedro-Woolley, WA 98284

ARLINGTON SCHOOL DISTRICT #16
315 N. French Ave
Arlington, WA 98223-1317


Philip Brockman, Superintendent

AUGUST 28, 2017

Date



9-25-17

Date

Instructions:

Sign and return **one original** document to:

Sedro-Woolley School District
Attn: Brett Greenwood
801 Trail Road
Sedro-Woolley, WA 98284



Sedro-Woolley School District No. 101

Custodial, Food and Warehouse Services
317 Yellow Lane, Sedro-Woolley, WA 98284
(360) 855-3866 • TEL (360) 855-3509 • FAX

August 30, 2017

Arlington School District
% Ed Aylesworth, Director Food Services
315 N French Avenue
Arlington, WA 98223-1317

Ref: Inter Local Agreement – Bakery/Bread Bid

Let me take this opportunity to provide you with an **Inter Local Agreement** for Arlington School District's participation in the Skagit County purchasing program for bakery/bread products. The enclosed "**Inter Local Agreement**" for the 2017-2018 school year requires Arlington School District School Board action and approval. Once the Inter Local has been approved and signed, please return one "original" signed copy to me at the following address:

Sedro-Woolley School District
% Mark Campbell, Director of Food Services
801 Trail Road
Sedro-Woolley, Washington 98284

From this point, Franz Bakery will provide product and services as per the Bakery/Bread Bid submitted to Sedro-Woolley School District on behalf of the member districts. If you have any questions, please do not hesitate to let me know.

Thank you for your attention into this matter.

Mark Campbell
Director of Food Services

Cc: file