

Interlocal Agreement
Three Rivers Cooperative bid
Food Service Food, Cleaning and Paper Products

This document sets forth the terms and conditions of the Three Rivers Purchasing Cooperative agreement between Richland School District No. 400 and:

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| Pasco School District No. 1 | North Franklin School District No. J51-162 |
| Kiona-Benton City School District No. 52 | Finley School District No. 53 |
| College Place School District No. 250 | Columbia School District No. 400 |
| Dayton School District No. 2 | Prescott School District No. 402-37 |
| Othello School District No, 147-163-55 | Royal School District No. 160 |
| Waitsburg School District No. 401-100 | Touchet School District No. 300 |
| Walla Walla School District No. 140 | Warden School District No. 146-161 |
| Jubilee Christian Academy | Assumption/Walla Walla |

Purpose and Objective

The purpose of this agreement is to solicit 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.

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, 2005 and ending July 31, 2006.
2. Labor Costs: will not be charged unless the hours exceed 100 hours.
 - a. Labor cost accrued to the bid development, award and audit process must exceed 100 hours per year and will be paid at a negotiated per hour rate.
 - b. These hours shall be documented and submitted quarterly 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 quarterly 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 the Richland School District for the total expenses as stated biannually.

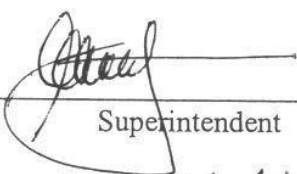
District's Rights and Responsibilities

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.

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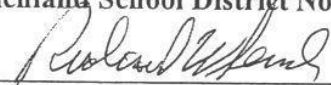
2. Renewal of Agreement – This agreement, based on identical terms, may be renewed with agreement of both parties, for up to four (4) additional years, making the maximum length of renewal (5) years.
3. Termination of this agreement can be accomplished:
 - a. At any time, by mutual consent with agreement of both parties; or
 - b. Identifying the district's intent to not participate in the future bid year prior to March 1 of the year immediately proceeding the bid year.
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 upon the further written agreement of the parties. Parties shall mutually agree to the selection of the arbitrator.
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 term period.

This agreement is entered into voluntarily and is pursuant to the rules and regulation identified in 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.



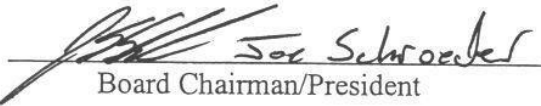
Superintendent
26 Aug 05

Date

Richland School District No. 400



Superintendent
Aug 17, 2005

Date

Approved:


Board Chairman/President
9/9/05

Date

Approved:


Board Chairman/President
Aug. 9, 2005

Date