

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN WASHINGTON
SCHOOL INFORMATION PROCESSING
COOPERATIVE AND GRANT COUNTY
PUBLIC WORKS**

RESOLUTION No. 17-⁰⁹⁰-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, by and through its Public Works Department, and the Washington School Information Processing Cooperative (WSIPC) are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

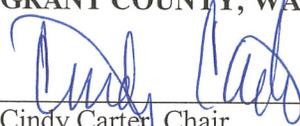
WHEREAS, it is the desire of Grant County Public Works and WSIPC to enter into an interlocal agreement for the purpose of purchasing or acquiring supplies, materials, equipment, and/or services by Grant County Public Works under contracts made by WSPIC where provision has been provided in such contracts for other agencies to avail themselves of goods and services offered under the contract when agreed to in writing, when such activities and efforts are determined to be in the mutual best interests of the parties.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement Between Washington School Information Processing Cooperative and Grant County Public Works be executed by and between Grant County, by and through its Public Works Department, and the Washington School Information Processing Cooperative.

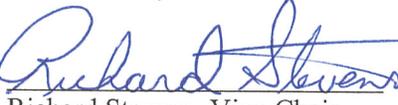
PASSED AND ADOPTED this 24th day of October, 2017.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain



Cindy Carter, Chair



Richard Stevens, Vice-Chair



Tom Taylor, Member

ATTEST:



Clerk of the Board



**Interlocal Agreement Between
Washington School Information Processing Cooperative
And GRANT COUNTY PUBLIC WORKS**

The interlocal agreement is hereby entered into by and between GRANT COUNTY PUBLIC WORKS and the Washington School Information Processing Cooperative, Everett WA (hereinafter WSIPC).

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for the interlocal cooperation between governmental agencies; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties wish to utilize each other's contracts when it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to authorize the acquisition of goods and services under contracts where a price is extended by bidders to other governmental agencies.
2. **Scope:** This agreement shall allow the following activities: purchase or acquisition of supplies, materials, equipment, and services by GRANT COUNTY PUBLIC WORKS under contracts made by WSIPC where provision has been provided in such contracts for other agencies to avail themselves of goods and services offered under the contract when agreed to in advance, in writing.
3. **Duration of Agreement-Termination:** This agreement shall remain in force until canceled by either party by written notice to the other party.
4. **Right to Contract Independent Action Preserved:** WSIPC does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement. Each party also reserves the right to contract independently for the acquisition of goods and services and shall be independently responsible for the ownership, holding and disposal of property acquired for such party under this agreement.

5. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state, and local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
6. Financing. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of the acquisition process of any goods or services intended for use by the other party.
7. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
8. Interlocal Cooperation Disclosure. Each party may insert in its solicitation for goods and services any provision disclosing that other authorized governmental agencies may also wish to procure the goods or services being offered to the party and allowing the bidder the opportunity of extending its bid to those other agencies at the same bid price, terms, and conditions.
9. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, hereunder to a third party, unless mutually agreed on in writing. Neither party may assign this agreement without the written consent of the other party.
10. Hold Harmless. Each party shall be liable and responsible for the consequences of any negligence or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility for the other party for the consequences of any act or admission of the other party of any person, firms, or corporation not a party to this agreement.
11. Severability. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or reinforcement of such provisions.

Executed on this 19th day of October, 2017:

By:

WSIPC
2121 W. Casino Road
Everett, Washington 98204

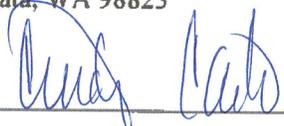
By: 

Title: CFO

Date: 10/19/17

By:

GRANT COUNTY PUBLIC WORKS
124 Enterprise St SE
Ephrata, WA 98823

By: 

Cindy Carter, BOCC Chair

Date: October 24, 2017