

**EVERETT SCHOOL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 1167**

Washington Schools Information Processing Cooperative Interlocal Agreement

WHEREAS, Everett School District is a duly constituted School District organized and existing under and by virtue of the laws of the State of Washington; and

WHEREAS, Washington Schools Information Processing Cooperative is organized and existing under and by virtue of the laws of the State of Washington; and

WHEREAS, each party is also a public agency as defined by RCW 39.34.020; and

WHEREAS, school districts in the State of Washington are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into cooperative agreements for the purchase of various equipment, supplies and services; 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 district seeks to reduce their respective costs in purchasing various equipment, supplies and 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;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Everett School District No. 2, Snohomish County Washington, agrees as follows:

- A. That a joint purchasing agency by and between Everett School District No. 2 and Washington Schools Information Processing Cooperative be formed as an interlocal cooperative for the purpose of enabling Everett School District to utilize the competitively bid contracts awarded by the Washington Schools Information Processing Cooperative for equipment, supplies and services.
- B. The agreement shall allow the purchase or acquisition of goods and services by Everett School 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.
- C. The agreement shall remain in force until terminated by either party upon thirty (30) days written notice to the other party.
- D. The Everett School District will be solely responsible for purchase, services, and disposal obligations for their use of the lead agencies contracts.
- E. The Everett School District reserves the right to contract purchases independently, with or without written notice to the other party. This agreement does not obligate either party to acquire goods or services through the contractual agreements of the other party.

Adopted by the Board of Directors of Everett School District No. 2, Snohomish County, Washington, at a regular meeting thereof, held on April 10, 2018.

EVERETT SCHOOL DISTRICT NO. 2

A municipal corporation of the
State of Washington



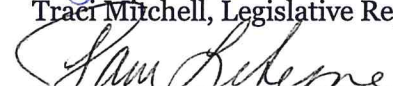
Caroline Mason, President



Carol Andrews, Vice President




Traci Mitchell, Legislative Representative



Pam LeSesne, Director

Ted Wentta, Director

ATTEST:



Dr. Gary Cohn, Superintendent &
Secretary to the Board of Directors



**Interlocal Agreement Between
Washington School Information Processing Cooperative
And Everett Public Schools**

The interlocal agreement is hereby entered into by and between Everett Public Schools 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 Everett Public Schools 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 27 day of April, 2018:

By:

WSIPC
2121 W. Casino Road
Everett, Washington 98204

By: Mary Waisi

Title: CEO

Date: 4/27/18

By:

Everett Public Schools
3900 Broadway
Everett, WA 98201

By: Gary Cook

Title: Superintendent

Date: 4/10/18