



TO: BOARD OF DIRECTORS  
FROM: GARY PLATT, EXECUTIVE DIRECTOR – CAPITAL PROJECTS  
SUBJECT: WASHINGTON SCHOOLS INFORMATION PROCESSING COOP -  
INTERLOCAL PURCHASING AGREEMENT  
DATE: JULY 3, 2018  
TYPE: ACTION NEEDED

Attached is an interlocal agreement with the Washington Schools Information Processing Cooperative (WSIPC). The district currently is a member of WSIPC for data processing services and has an interlocal agreement in place for that purpose.

The attached interlocal agreement authorizes the district to utilize bids obtained by WSIPC for goods and services provided by contractors. Generally, WSIPC bids are focused on technology related equipment and services. We anticipate using a WSIPC bid for the purchase and installation of security cameras and remotely controlled door locking systems at all district elementary schools. The board has already approved moving forward with this purchase using Facilities and Technology Levy funds.

Recommendation:

We recommend the board *move to approve the interlocal agreement between the Stanwood-Camano School District and the Washington Schools Information Processing Cooperative (WSIPC), authorizing the use of WSIPC bids for the procurement of goods and services.*



**Interlocal Agreement Between  
Washington School Information Processing Cooperative  
And Stanwood-Camano School District No. 401**

The interlocal agreement is hereby entered into by and between Stanwood-Camano School District (hereinafter SCSD) 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 SCSD 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 3<sup>rd</sup> day of July, 2018:

By:  
 WSIPC  
 2121 W. Casino Road  
 Everett, Washington 98204

By:  
 SCSD  
 26920 Pioneer Highway  
 Stanwood, WA 98292

By:   
 Title: Chief Financial Officer

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: June 25, 2018

Date: \_\_\_\_\_