



**Interlocal Agreement Between
Washington School Information Processing Cooperative
And City of Mill Creek**

The interlocal agreement is hereby entered into by and between City of Mill Creek 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 City of Mill Creek 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 the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

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

By:
 City of Mill Creek
 15728 Main Street
 Mill Creek, WA 98012

By: _____

By:  _____

Name: Nancy Walsh
 Title: Chief Financial Officer
 Date: _____

Name: Martin Yamamoto
 Title: City Manager
 Date: 4/4/2023 _____

RESOLUTION NO. 2023 - 663

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK,
WASHINGTON APPROVING AN INTERLOCAL COOPERATIVE PURCHASING
AGREEMENT WITH THE WASHINGTON SCHOOL INFORMATION PROCESSING
COOPERATIVE**

WHEREAS, RCW Chapter 39.34 the Interlocal Cooperation Act, provides for interlocal cooperation between public agencies including municipal corporations and any agency of local, county or state government; and

WHEREAS, RCW 39.34.030 authorizes joint or cooperative action agreements between and among public agencies in the state, including agreements for purchasing through a bid, proposal or contract awarded by another public agency with respect to competitive bids or proposals that comply with statutory requirements and posting requirements; and

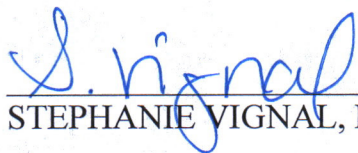
WHEREAS, entering into a cooperative purchasing agreement with the Washington School Information Processing Cooperative (“WSIPC”) presents opportunities for the City of Mill Creek to reduce procurement costs for supplies, materials, equipment and services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. The City Manager is authorized to execute an Intergovernmental Cooperative Purchasing Agreement with WSIPC, a copy of which is attached hereto as **Exhibit A**.

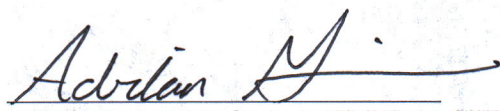
Adopted this 28 day of March 2023, by a vote of 5 for, 0 against and 0 abstaining.

APPROVED:



STEPHANIE VIGNAL, MAYOR PRO TEM

ATTEST:



ADRIAN GARCIA, DEPUTY CITY CLERK

APPROVED AS TO FORM:



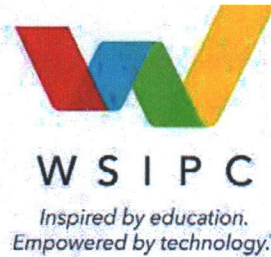
GRANT DEGGINGER, CITY ATTORNEY

FILED WITH THE CITY CLERK: 3-28-23

PASSED BY THE CITY COUNCIL: 3-28-23

RESOLUTION NO. 2023-663

ATTACHMENT: Exhibit A – Interlocal Agreement Between Washington School Information Processing Cooperative and City of Mill Creek



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 Mill Creek, WA 98012

By: _____

By: _____

Name: Nancy Walsh

Name: Martin Yamamoto

Title: Chief Financial Officer

Title: City Manager

Date: _____

Date: _____