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**Interlocal Agreement Between  
Washington School Information Processing Cooperative  
And Ben Franklin Transit**

The interlocal agreement is hereby entered into by and between Ben Franklin Transit 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 Ben Franklin Transit 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.



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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 24th day of September, 2021:

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

By:   
DocuSigned by:  
 Nancy Walsh  
 ABBAS2B1D8B74E4  
 Name: Nancy Walsh  
 Title: Chief Financial Officer  
 Date: 9/24/2021

By:  
 Ben Franklin Transit  
 1000 Columbia Park Trail  
 Richland, WA 99352

By:   
 Name: Gloria Boyce  
 Title General Manager  
 Date: 9/24/2021