

RESOLUTION NO. 2013-23

A RESOLUTION OF PUBLIC UTILITY DISTRICT NO.1 OF JEFFERSON COUNTY AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF PURCHASING FINANCE SOFTWARE USING THE GRAYS HARBOR COUNTY PUBLIC UTILITY DISTRICT NO.1 PURCHASING PROCESS AND CONTRACT

WHEREAS, Public Utility District No. 1 of Grays Harbor issued a Request for Proposal for financial software, evaluated responses to the request, selected a finalist, and negotiated a contract with the finalist; and

WHEREAS, the Jefferson County Public Utility District No. 1 desires to take advantage of the contract price and terms negotiated by the Public Utility District No. 1 of Grays Harbor for financial software; and

WHEREAS, Public Utility District No. 1 of Grays Harbor will allow the Jefferson County Public Utility District No. 1 to "piggyback" on the district's Request for Proposal process for financial software selection and purchase as permitted by RCW 39.34.030; and

WHEREAS, Public Utility District No. 1 of Grays Harbor has met the requirements of RCW 39.34.030, by complying with its own statutory requirements for advertising the request for proposal and selected contract for financial software; and

WHEREAS, Public Utility District No. 1 of Grays Harbors' selection process is consistent with Public Utility District No. 1 of Jefferson County's purchasing requirements; and

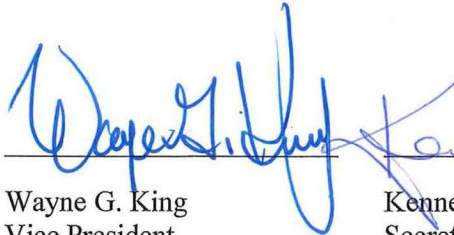
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY, WASHINGTON AS FOLLOWS:

The Commission herby authorizes the General Manager to execute an interlocal agreement with Public Utility District No. 1 of Grays Harbor for the purposes herein described, in the form as attached hereto as Exhibit A.

ADOPTED by the Commission of the Public Utility District No. 1 of Jefferson County, Washington, at a regular open public meeting held on the 5th day of November, 2013



Barney Burke
President



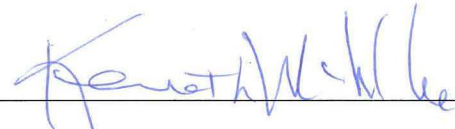
Wayne G. King
Vice President



Kenneth McMillen
Secretary

I, Kenneth McMillen, Secretary of the Public Utility District No. 1 of Jefferson County, do hereby certify that the above is a true and correct copy of a resolution adopted at the meeting of the Board of Commissioners of the Public Utility District No. 1 of Jefferson County on November 5th 2013 , at which a quorum was present and voted.

SEAL


Kenneth McMillen, Secretary

ATTEST:

Secretary

**Interlocal Agreement Between the Public
Utility District No. 1 of Jefferson County
and Public Utility District No.1 of Grays
Harbor County
Relating to Requests for Proposal for Financial Software**

This AGREEMENT between the Jefferson County Public Utility District No. 1, a municipal corporation ("Jefferson PUD"), and the Grays Harbor County Public Utility District No. 1, a municipal corporation ("Grays Harbor PUD"), is dated this 1st day of November 2013.

WHEREAS, Jefferson PUD and Grays Harbor PUD are authorized to make public requests for proposals for financial software & services within their respective political boundaries; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorized municipalities to contract with each other for the provision of local government services; and

WHEREAS, Jefferson PUD and Grays Harbor PUD acknowledge the mutual benefit and efficiency of coordinating and working towards certain joint and shared purchasing functions;

NOW, THEREFORE the parties agree:

1. Grays Harbor PUD will allow Jefferson PUD to "piggyback" and otherwise utilize as its own Grays Harbor PUD's Request for Proposal process for financial software selection and purchase.
2. Grays Harbor PUD has posted on its website its request for proposal and selected contract for financial software.
3. Each district shall designate its finance director to coordinate performance of this agreement. The designated employees shall meet as necessary to accomplish such coordination.
4. Each district shall defend and indemnify the other district, its officers, agents, and employees from any and all judgments, claims, actions, suits, liability, loss, costs, expenses, including reasonable attorney's fees, and damages of any nature, arising out of its negligent action in the performance of this agreement.
5. Either district may terminate this agreement upon thirty (30) days written notice to the other district, otherwise this agreement shall be in effect until December 31, 2014, and shall renew annually thereafter.
6. Each district shall evaluate on its own (and based on its own needs) proposals received in response to Grays Harbor PUD's request for proposals and shall, if, in its sole judgment, it deems a proposal acceptable, enter into its own contract with the vendors).
7. Each district shall pay its own expenses related to the proposal and selection process.
8. Any notice required by this agreement shall be sent to:

Jefferson PUD
Attn: Michael Legarsky
PO Box 929
Port Hadlock, WA 98339

Grays Harbor PUD
Attn: Doug Streeter
PO Box 987
Aberdeen, WA 98520-0109

9. This document completely integrates the understandings of the parties with regard to its subject matter, and they have no other agreements or understanding with regard hereto. Any modification of this agreement must be in writing and signed by the parties.

JEFFERSON COUNTY PUD NO.1

GRAYS HARBOR COUNTY PUD NO.1

Date

Date