COPY

Resolution No. 830-06

A Resolution of the City Council of the City of Algona, Washington authorizing the Mayor to execute an interlocal cooperative purchasing agreement with the City of Lynnwood for the purpose of purchasing supplies, materials and equipment as authorized by RCW 39.34.

WHEREAS, the City of Algona budgeted for the purchase of Panasonic Toughbook laptop computers for police department vehicles; and

WHEREAS, RCW 39.34 authorizes public agencies to enter into interlocal cooperative agreements, including cooperative action such as purchasing in order to comply with state bid laws,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALGONA AS FOLLOWS:

The Algona City Council hereby authorizes the Mayor of the City of Algona to execute an interlocal cooperative purchasing agreement with the City of Lynnwood for the purpose of purchasing supplies, materials and equipment as authorized by RCW 39.34 and attached as exhibit "A."

DATED THIS 21st DAY OF MARCH 2006

SIGNED:

Joe Scholz, Mayor

ATTEST:

Danielle M. Stafford, City Clerk/Treasurer

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 21st day of March, 2006 between the City of Lynnwood ("Lynnwood") and the City of Algona ("joining agency.") Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement to cover the purchase of various supplies, materials, equipment and upon the following terms and conditions:

1. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
2. Each agency is independently responsible for compliance with all applicable laws and regulations governing its own purchases.
3. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement.
4. Each of the parties shall contract directly with the bidder, contractor, vendor supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Accepted for City of Algona:

Mayor Joe Scholz

March 21, 2006
Date

Accepted for the City of Lynnwood:

Nancy Woods, C.P.M.
Nancy Woods, C.P.M.
Purchasing & Contracts Manager

May 10, 2006
Date

CITY OF Lynnwood