COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 1st day of Nov, 2004, between the City of Lynnwood ("City") and the City of Auburn ("joining agency"). Pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement: (1) various supplies, materials, equipment and services, using the City's competitively awarded contracts (2) using a Shared Small Works Roster for a list of eligible public work contractors; and (3) choice to participate in the Shared Architects and Engineering Roster. Each of these three are available at the choice and option of the participating agency. Such use is not mandatory and no implication of mandatory use is intended through signature of this agreement, but instead this agreement is to allow participating agencies the ability to share such services upon occasion and at such time as benefits the participating agencies. The parties agree to the following:

Supplies, materials, equipment and services

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law, and agreed upon by these parties and the vendor(s).

2. Each agency is independently responsible for compliance with any additional or varying laws and regulations governing purchases.

3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).

4. 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.

5. Each agency shall be independently responsible for payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.

Shared Small Works Roster

6. The City of Lynnwood is the lead agency.

7. The joining agency shall express an intent to the City of Lynnwood, to utilize the Shared Shall Works Roster. Such expressed intent does not impose a mandatory or continuous use of the Roster, but simply establishes the eligibility to use the Roster upon the convenience and interest of the joining agency. This interest may be expressed to Lynnwood at any time.

8. The joining agency may use the Shared Small Works Roster that has been established and maintained by the City of Lynnwood, to select contractors for public work jobs up to $200,000 in value or as otherwise limited by ordinance or law. The Shared Small Works Roster has been established for shared use by the City of Lynnwood and other public agencies.

9. The City of Lynnwood and the joining agency named herein shall each be independently responsible for their own and the contractor's compliance with all additional or varying laws and regulations governing purchases, including all selection laws, retainage and bonds, prevailing wages, and any other requirements appropriate.

10. The City of Lynnwood shall advertise the Roster annually on behalf of both parties, shall receive and review contractor applications, maintain the list of contractors, and make that list and the applications available to the joining agency. The joining agency shall be independently responsible to determine that the selected contractors are responsible contractors according to the decision and opinion or the joining agency. The City of Lynnwood shall make an initial determination of responsibility, but this initial decision shall be for the convenience of the joining agency only and shall not constitute a decision of responsibility that the City of Lynnwood may be held liable for. It is instead the responsibility of the joining agency to determine responsibility in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.

11. The City of Lynnwood and the joining agency shall each be independently responsible to conduct a quotation or bid process consistent with any ordinance, laws or requirements of their agency.

12. The City of Lynnwood and the joining agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded contractor(s).

13. The City of Lynnwood does not accept responsibility or liability for the performance of any contractor used by the joining agency as a result of this Agreement.

14. Each agency shall be independently responsible for any payments directly to any contractor that is employed as a result of this Agreement.

15. The joining agency hereby agrees to indemnify and hold harmless the City of Lynnwood, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement.

Shared Architects & Engineers Roster

16. The City of Lynnwood is the lead agency.

17. The joining agency shall express intent in using the Shared A&E Roster. Such intent does not impose a mandatory or continuous use of the Roster, but simply establishes the eligibility to use the Roster upon the convenience and interest of the joining agency. This interest may be expressed to Lynnwood at any time.

18. The joining agency may use the Shared Architects & Engineers Roster that has been established and maintained by the City of Lynnwood, to select Architectural and Engineering firms for interviews and contracts as allowed and in accordance by their local municipal code(s). The Shared Architects and Engineers Roster has been established for shared use by the City of Lynnwood and other public agencies.

19. The City of Lynnwood and the joining agency named herein shall each be independently responsible for their own and the firm's compliance with all additional or varying laws and regulations governing services, including all selection laws and any other requirements as appropriate.

20. The City of Lynnwood shall advertise the Roster annually on behalf of both parties, shall receive and review firm's applications, maintain the list of Architects and Engineers, and make that list, the applications, and the qualifications available to the joining agency. The joining agency shall be independently responsible to determine that the selected firms are responsible according to the decision and opinion or the joining agency. The City of Lynnwood shall make an initial determination of responsibility, but this initial decision shall be for the convenience of the joining agency only and shall not constitute a decision of responsibility that the City of Lynnwood may be held liable for. It is instead the responsibility of the joining agency to determine responsibility in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.

21. The City of Lynnwood and the joining agency shall each be independently responsible to conduct a selection process consistent with any ordinance, laws or requirements of their agency.

22. The City of Lynnwood and the joining agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded Architectural or Engineering firm.

23. The City of Lynnwood does not accept responsibility or liability for the performance of any Architect or Engineering firm used by the joining agency as a result of this Agreement.

24. Each agency shall be independently responsible for any payments directly to firm that is employed as a result of this Agreement.

25. The joining agency hereby agrees to indemnify and hold harmless the City of Lynnwood, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this agreement.

This Agreement shall remain in force until terminated upon written notice by either party.

Accepted for the City of Auburn

Peter B. Lewis, Mayor

NOV 1 2004

Date

Accepted for the City of Lynnwood:

Nancy Woods

~~Mike McKinnon, Mayor~~ Nancy Woods, Purchasing Mgr

Nov. 8, 2004

Date

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney