

COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to all other applicable laws, The City of Lynnwood and the City of Marysville , hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and services, using competitively awarded contracts. The following terms and conditions:

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 those parties and vendors.
2. Each agency is responsible for compliance with any additional or varying laws and regulations regarding 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 responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

Accepted for the City of Marysville

Accepted for the City of Lynnwood:

By: David Weiser

By: Nancy Lechte

Name: David Weiser

Name: Nancy Lechte

Title: Mayor

Title: Purchasing Manager

Date: 3-10-03

Date: 3-25-03

City Clerk



March 25, 2003

City of Lynnwood
Purchasing & Contracts Division
PO Box 5008
Lynnwood WA 98046

Dear Ms. Teschlog:

Enclosed please find two signed Cooperative Purchasing Agreements between the City of Marysville and the City of Lynnwood. Please return one fully executed agreement to City Clerk, City of Marysville, 4822 Grove Street, Marysville, Washington 98270.

Should you have any questions regarding the above, please do not hesitate to contact Fleet & Facilities Manager Bill Spies at 360-651-5176.

Sincerely,

A handwritten signature in cursive script that reads "Gerry Becker".

Gerry Becker
City Clerk

GB/II

Enclosure

cc: Bill Spies, Fleet & Facilities Manager

RETURN NAME & ADDRESS

City of Lynnwood
PO Box 5008
Lynnwood, WA 98046



200904060253 9 PGS
04/06/2009 10:52am \$0.00
SNOHOMISH COUNTY, WASHINGTON

Please print neatly or type information
Document Title(s)

Interlocal Agreement between City of Lynnwood +
City of Marysville

Reference Number(s) of related documents:

_____ Additional Reference #'s on page ____

Grantor(s) (Last, First, and Middle Initial)

City of Lynnwood

Additional Grantors on page

Grantee(s) (Last, First, and Middle Initial)

City of Marysville

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

_____ Complete legal on page ____

Assessor's Property Tax Parcel/Account Number

_____ Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

[Signature]
Signature of Requesting Party

After Recording Return To:
City Clerk
City of Marysville
1049 State Avenue
Marysville, WA 98270

Agencies: City of Marysville and City of Lynnwood
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LYNNWOOD
AND THE CITY OF MARYSVILLE
CONCERNING ELECTRICAL INSPECTION SERVICES
AND ELECTRICAL PLAN REVIEW SERVICES**

THIS Agreement ("Agreement") is entered into by the City of Marysville, a municipal corporation of the State of Washington ("MARYSVILLE") and the City of Lynnwood, a municipal corporation of the State of Washington ("LYNNWOOD").

WHEREAS, both Cities are required to administer and enforce the State Building Code pursuant to Chapter 19. 27 RCW; and

WHEREAS, both Cities provide electrical inspections services pursuant to RCW 19.28.450; and

WHEREAS, each City has adopted other appropriate codes and standards for electrical inspection within its corporate boundaries; and

WHEREAS, each City employs a Washington State Licensed Journeyman Electrician who perform electrical plan review, field inspection, and customer service related to the issuance and inspection of electrical permits, as well as investigations and enforcement of electrical code violations; and

WHEREAS, both Cities are in need of back-up, as needed, electrical inspection services; and,

WHEREAS, each City is able and willing to provide back up, as needed, electrical inspection services to the other City; and

WHEREAS, this Agreement between the Cities is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the purpose of creating a cooperative agreement between LYNNWOOD and MARYSVILLE, two governmental entities, in order to provide reciprocal electrical plan review and electrical inspection services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LYNNWOOD and MARYSVILLE agree as follows:

Section 1. SCOPE OF SERVICES

1.1 LYNNWOOD upon request by MARYSVILLE, agrees to provide electrical inspection services to MARYSVILLE as needed and as defined in this Agreement. LYNNWOOD'S performance of said services under this Agreement may be limited by the availability of LYNNWOOD personnel.

MARYSVILLE upon request by LYNNWOOD, agrees to provide electrical inspection services to LYNNWOOD as needed and as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel.

1.2 DUTIES OF INSPECTION SERVICES:

- A. City of Lynnwood will perform back-up electrical inspections and plan review as requested by the City of Marysville.
- B. City of Marysville will perform back-up electrical inspections and plan review as requested by the City of Lynnwood.
- C. Both the City of Marysville and the City of Lynnwood will provide written documentation and communicate regarding electrical inspections and plan review procedures and policies as agreed upon.
- D. Both the City of Marysville and the City of Lynnwood agree to periodically meet to review the progress of electrical inspection procedures and policies at any reasonable time.

1.3 It is understood and agreed by both parties that LYNNWOOD staff providing services pursuant to this Agreement are acting in their official capacity as employees of LYNNWOOD and shall be under the exclusive direction and control of LYNNWOOD.

It is understood and agreed by both parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of

MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

1.4 LYNNWOOD and MARYSVILLE may use any resources available to them to provide agreed upon review and inspection services, including, but not limited to, additional personnel.

1.5 All LYNNWOOD code enforcement matters will be initiated and processed by LYNNWOOD.

All MARYSVILLE code enforcement matters will be initiated and processed by MARYSVILLE.

1.6 LYNNWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

1.7 LYNNWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to MARYSVILLE the authority to perform on LYNNWOOD'S behalf those services as provided in this Agreement and within LYNNWOOD'S jurisdictional boundaries.

MARYSVILLE, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to LYNNWOOD the authority to perform on MARYSVILLE'S behalf those services as provided in this Agreement and within MARYSVILLE'S jurisdictional boundaries.

Section 2. COMPENSATION

2.1 Each City shall pay the other City for the services provided hereunder at the rate of \$100.00 (ONE HUNDRED DOLLARS) per hour, which fees including travel time.

2.2 Each City agrees to provide the billing for services actually rendered no later than 90 days after the date the services have been rendered.

2.3 Each City agrees to remit payment to the other City in full within 30 days of receipt of billing.

Section 3. AMENDMENTS

3.1 Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

Section 4. INDEMNIFICATION AND LIABILITY

- 4.1 Each party shall indemnify, defend and hold the other, its affiliates and each of their officials, officers, directors, employees, and agents harmless from, or at its option settle and/or pay, any and all actions, claims, damages, expenses (including reasonable attorneys' fees and other legal costs) and liabilities that arise from or relate to any third party claim arising out of any breach of a representation or warranty herein. Indemnification obligations hereunder shall be subject to the party seeking indemnification (a) promptly notifying the indemnifying party of a claim or threatened claim covered by such indemnification, (b) tendering sole control of the defense and settlement of such claim to the indemnifying party (provided that the indemnifying party shall not enter into any settlement agreement that adversely affects the indemnified party without the indemnified party's prior written consent) and (c) cooperating fully with such defense and/or settlement at the indemnifying party's expense.
- 4.2 It is further specifically and expressly understood that the indemnification provided herein constitutes LYNNWOOD'S and MARYSVILLE'S waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been negotiated by the parties.
- 4.3 The provisions of this section shall survive the expiration or termination of the Agreement.

Section 5. INSURANCE

5.1 MARYSVILLE INSURANCE

A. MARYSVILLE shall maintain public liability insurance for the protection of the public. MARYSVILLE is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.

B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from MARYSVILLE to LYNNWOOD. Reduction or cancellation of the insurance shall render this Agreement void.

C. MARYSVILLE shall provide LYNNWOOD proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by LYNNWOOD prior to MARYSVILLE providing any services under the terms of this Agreement. At the request of LYNNWOOD, a copy of the policy will be provided.

5.2 LYNNWOOD INSURANCE

A. LYNNWOOD shall maintain public liability insurance for the protection of the public. LYNNWOOD is a member and insured through the Cities Insurance Association of Washington and shall maintain its membership throughout the term of this Agreement.

B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from LYNNWOOD to MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.

C. LYNNWOOD shall provide MARYSVILLE proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying LYNNWOOD as a member. Proof of insurance shall be approved by MARYSVILLE prior to LYNNWOOD providing any services under the terms of this Agreement. At the request of MARYSVILLE, a copy of the policy will be provided.

Section 6. EACH CITY AS INDEPENDENT CONTRACTOR

- 6.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LYNNWOOD and MARYSVILLE or any of LYNNWOOD'S or MARYSVILLE'S agents or employees.

LYNNWOOD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LYNNWOOD pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- 6.2 Nothing in this Agreement shall make any employee of LYNNWOOD a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LYNNWOOD employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LYNNWOOD employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

Section 7. APPLICABLE LAW

- 7.1 This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction over any resulting dispute shall be in Snohomish County Superior Court, Snohomish County, Washington.

Section 8. LEGAL REQUIREMENTS

- 8.1 Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 9. DURATION / TERMINATION / NOTICE

- 9.1 This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of three years, subject to renewal.
- 9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- 9.3 Notices - Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
80 Columbia Avenue
Marysville, WA 98270

City of LYNNWOOD:
19000 44th Avenue West
Lynnwood, WA 98046-5008

- 9.4 Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 12 of this Agreement.

Section 10. WAIVER

- 10.1 No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 11. ENTIRE AGREEMENT

- 11.1 This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

Section 12. PRIVILEGES AND IMMUNITIES

12.1 All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of LYNNWOOD employees while performing their functions within the territorial limits of LYNNWOOD shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within MARYSVILLE under the provisions of this Agreement.

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LYNNWOOD under the provisions of this Agreement.

Section 13. THIRD PARTY BENEFICIARY STATUS

13.1 The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

Section 14. SEVERABILITY

14.1 If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

Section 15. APPROVAL AND FILING

15.1 APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

By: Dennis L Kendall
DENNIS L. KENDALL, Mayor

CITY OF LYNNWOOD

By: Don Gough
DON GOUGH, Mayor

Date: 2/23/09

Attest:

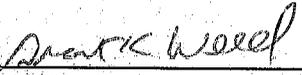
TRACY JEFFRIES, City Clerk

Date: 3-13-09

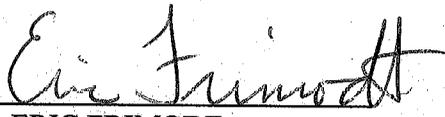
Attest:

City Clerk

Approved as to form:


GRANT K. WEED
Attorney for the City of MARYSVILLE

Approved as to form:


ERIC FRIMODT
Attorney for City of LYNNWOOD

MARYSVILLE Contact:
John Dorcas, Building Official

LYNNWOOD Contact:
Tom Leidholdt, Building Official

SNODGRASS CO AUDITORS OFFICE
RECORDING DIVISION
(425) 588-3483

ISSUED TO: PUBLIC

RECEIPT # 024800
DATE 04/06/2009 10:52:38 AM

DOCUMENT # PSS FEE

200904060253 9
INTERNAL ASSESS 50.00

=====
Total Amount Due \$50.00

NO PAYMENT 0.00
INTERNAL ASSESS

=====
Total Payments: \$0.00

THANK YOU
VISIT US AT
M.M. CO. SNODGRASS WA. US/AUDITOR
Carolyn Weikel
County Auditor
Deputy: SAUBAN