COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 9th day of December, 2003 between the City of Lynnwood ("City") and the City of Medina ("joining agency.") Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement for (1) various supplies, materials, equipment and services, using the City's competitively awarded contracts and (2) using a Shared Small Works Roster for a list of eligible public work contractors. 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 Public Works Roster

6. The City of Lynnwood is the lead agency.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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).

12. 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.

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

14. 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

Signature:

Douglas J. Schulze
Printed Name

City Manager
Title

Dec. 10, 2003
Date

Accepted for the City of Lynnwood:

for Mayor McKinnon
Mike McKinnon, Mayor

Date