

COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this ____ day of ____, 2001 between the City of Lynnwood ("City") and the ^{City of} ~~Mountlake Terrace, WA~~ ("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 of 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 City of Mountlake Terrace

Accepted for the City of Lynnwood:



Name: Connie L. Fessler
Title: City Manager



Mayor Tina Roberts-Martinez
Date:

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into this 14th day of August 2006 between the City of Lynnwood ("City") and the City of Mountlake Terrace ("joining agency.") Pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement to participate in the Shared Architects and Engineering Roster, which is 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:

Shared Architects & Engineers Roster

1. The City of Lynnwood is the lead agency.
2. The joining agency, by this Agreement, expresses intent to use the Shared A&E Roster that has been established and maintained by the City of Lynnwood to select Architectural and Engineering firms. 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.
3. The joining agency may use the Shared A&E Roster for interviews and contracts as allowed by and in accordance with their local municipal code(s). The Shared A&E Roster has been established for shared use by the City of Lynnwood and other public agencies.
4. The City of Lynnwood and the joining agency named herein shall each be independently responsible for their own compliance with laws and regulations governing selection.
5. The City of Lynnwood shall advertise the Shared A&E Roster annually on behalf of both parties, shall receive and review firms' applications, maintain the list of Architects and Engineers, and make that list, the applications, and the qualifications available to the joining agency. The City of Lynnwood shall make an initial determination of a firm's 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.
6. Each party shall each be independently responsible for executing its contract and/or purchase order directly with the awarded Architectural or Engineering firm.

7. 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.
8. Each joining agency shall be independently responsible for any payments directly to firm that is employed as a result of this Agreement.
9. 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.
11. This Agreement shall remain in force until terminated upon written notice by either party.

Accepted for the City
of Mountlake Terrace:

Signature: _____

John C. Caulfield
Printed Name

City Manager
Title

Date

8/15/16

Accepted for the City of Lynnwood

Nancy Woods,
Purchasing & Contracts Manager

Date

8/21/06

MINUTES

MOUNTLAKE TERRACE CITY COUNCIL

May 15, 2006
7:00 p.m.

Council Chambers
Civic Center
Mountlake Terrace, WA

ROLL CALL

COUNCILMEMBERS PRESENT:

Angela Amundson
Michelle Angrick
Michelle Robles
Laura Sonmore
John Zambrano

COUNCILMEMBERS ABSENT:

Jerry Smith (excused)
Douglas Wittinger (excused)

STAFF MEMBERS PRESENT:

City Manager John Caulfield
City Attorney Gregory G. Schrag
City Clerk Virginia V. Olsen
Administrative Services Director Scott Hugill
Planning and Development Director Shane Hope
Police Chief Scott Smith
Assistant Police Chief Pete Caw
Police Officer Chuck Elrod
Public Works Director Larry Waters

Mayor Pro Tem Zambrano called the meeting to order at 7:00 p.m.

MOTION

Robles Move to excuse Councilmembers Wittinger and Smith.

Amundson

Motion carried 5-0.

CONSENT CALENDAR

MOTION

Robles Move to approve items a-f.

Amundson

Motion carried 5-0.

The Consent Calendar was adopted as follows:

- a) Approval of payment of claims: 21754 - 21930, totaling \$545,246.13.
- b) Approval of Minutes of April 27 Work/Study Session and May 2, 2006 City Council Special Meeting
- c) Approval of Interlocal Agreement with City of Lynnwood for Establishment and Maintenance of Architectural and Engineering Services Roster
- d) Approval of Interlocal Agreement with City of Lynnwood for Traffic Signal Maintenance
- e) Cancellation of June 15, 2006 Council Work/Study Session and Reschedule as a Special Work/Study Session on June 14, 2006
- f) Setting a Special Work/Study Session on May 25, 2006 at 7:00 p.m.

Council Liaison Reports

Councilwoman Robles reported on the LEOFF I Disability Board meeting and Library Open House. Councilwoman Angrick spoke about Community Transit Board news and she attended the Library Community Forum, the Pavilion Open House, the Health District Board meeting, and the Fireworks Town Meeting.

Councilwoman Amundson attended the Town Meeting, the Seniors Board meeting, the Mountlake Terrace High School culinary competition, and part of the Council work session. Councilwoman Sonmore spoke about the Cities and Towns Committee meeting on bylaws, the Arts Advisory Commission meeting, the Library community meeting, and the Town Meeting on fireworks. She reminded Council about the upcoming Cities and Towns Dinner at the Nile Golf Course and she informed Council about a Boeing Community Fund.

Mayor Pro Tem Zambrano said he attended the Town Meeting, a National Day of Prayer gathering, the Library community meeting, the Council work session, and the Pavilion Open House.

City Manager's Report

City Manager John Caulfield reminded Council that the public hearing date for the Melody Hill Subarea Plan ordinance had been changed to June 5. He noted the upcoming meetings regarding the financial plan policies and the six-year financial forecast. Mr. Caulfield briefed Council about recent problems at the County Transfer Station and said he had a meeting scheduled with the new County Public Works Director. He said that perhaps language could be included in the Melody Hill Plan to find a new location for the Transfer Station in the long-term. City Manager Caulfield referred to the future Council considerations on the written report.

Councilwoman Amundson inquired if the City Manager could check on the possibility of applying for the Boeing funds referred to by Councilwoman Sonmore for a new Senior Center. The City Manager responded affirmatively.

Public Comments

Jacok Struiksma of Mountlake Terrace said this community seems more focused on vehicle traffic than pedestrian routes. He spoke about problems he has observed on his walking routes including lack of sidewalks. Mr. Struiksma encouraged the Council to walk the community. Mayor Pro Tem Zambrano suggested a Councilmember walk with Mr. Struiksma and the City Manager stated the Public Works Director could do so and address his concerns.

Mr. Caulfield reported some of the improvements planned as part of the 2006 overlay project including new ADA ramps. Councilwoman Amundson added the project also included new crosswalk buttons. Councilwoman Robles asked that staff look into trimming trees hanging over the right-of-way on 236th Street by Forest Crest Field.

Award of Construction Contract for Water Service Replacements in Support of 56th and 236th Overlay Project

Engineering Services director Will Van Ry spoke about the improvements planned in advance of the overlay project. He said the services are being replaced because they are old and prone to springing leaks and replacement will greatly reduce the likelihood of having to tear up the new pavement overlay to repair leaks.

Mr. Van Ry said the lowest qualified bidder was D & G Backhoe, Inc. with a bid of \$180,632.43. The construction costs would be funded from the Water Construction Fund ending fund balance and it would be necessary to approve a budget amendment later this year to complete this project along with other budgeted water projects.

MOTION

Amundson Move to award the contract for the 56th and 236th Water Service Replacement Project in the amount of \$180,632.43 to D & G Backhoe, authorize the City Manager to execute the contract, and assign project acceptance authority to the Engineering Services Director.

Robles

Motion carried 5-0.

Authorization for City Manager to Enter into a Lease Agreement with Harley Davidson for Police Motorcycle

Police Chief Scott Smith said the City could take advantage of this opportunity to lease a motorcycle for traffic enforcement. Assistant Police Chief Pete Caw stated that Officer Chuck Elrod had this idea and the Code Enforcement Officer found out about Harley Davidson's financial lease incentive program. The original cost of the program was \$750 per year with a \$1,000 damage deposit that is transferable to the next lease. Assistant Chief Caw said he would like to take over the lease signed by the City of Sultan because they no longer need it. He noted the price was also recently reduced to \$650 per year. Assistant Chief Caw stated the next agenda item was for equipment that is a one-time purchase and is transferable to the next motorcycle.

MOTION

Robles Move to authorize the City Manager to enter into a lease agreement with Harley Davidson of Skagit County subject to review by the City Attorney.

Amundson

Motion carried 5-0.

Authorization of Budget Authority for Purchase of Emergency Equipment and Radio Package

Assistant Chief Caw stated the City of Sultan would like to recoup some of its costs of the equipment and radio package. The emergency equipment (light package) is \$4,500 and the mobile radio is \$3,500 for a total of \$8,000. He said the purchase would be funded from the Equipment Rental Reserve Fund.

MOTION

Angrick

Move to authorize budget authority to appropriate \$8,000 within the Equipment Rental Reserve Fund for purchase of emergency equipment and radio packages installed on the police motorcycle.

Amundson

Motion carried 5-0.

Approval of Amendment to Extend the Current Golf Course Lease Agreement

Administrative Services Director Scott Hugill briefed Council that more time was needed to review the contract, so a second extension was prepared. This amendment would extend the agreement until July 15 and increase the lease payment to \$4,500 per month consistent with the proposed long-term lease agreement.

MOTION

Robles

Move to authorize the City Manager to sign an amendment to the lease with Hardy Golf extending the lease to July 15, 2006.

Sonmore

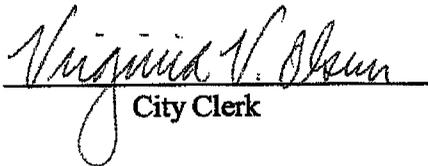
Motion carried 5-0.

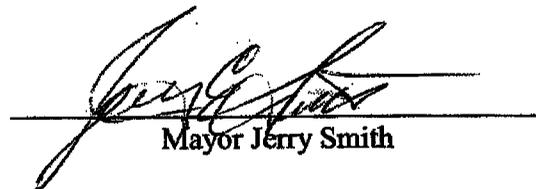
New Business

Councilwoman Angrick inquired why 236th did not continue through Creekside Apartments into Brier when the road looks as though it was intended for through traffic. Several Councilmembers said that Brier was very opposed to through traffic and would not allow the street to go through. Mr. Caulfield said he would report back on the issue. Councilwoman Angrick promoted the "Get Movin" South County exercise program children kickoff event on June 24. She stated that elected officials were encouraged to walk a mile. Mayor Pro Tem Zambrano asked the City Clerk to provide the information to Council.

Mayor Pro Tem Zambrano recessed the meeting at 7:52 p.m. for an Executive Session on potential litigation and the purchase or sale of real property. The meeting reconvened and adjourned at 10:11 p.m. with no action taken.

ATTEST:


City Clerk


Mayor Jerry Smith



Memo

To: Ms. Nancy Woods.
From: Leslie Choate *LC*
Date: 8/16/2006
Re: Cooperative Purchasing Agreement

Please review, sign and return 1 copy of the enclosed Cooperative Purchasing Agreement between the City of Lynnwood and the City of Mountlake Terrace.

I have enclosed a copy of the May 15, 2006 Mountlake Terrace City Council minutes where the agreement was approved for your reference.

Please return the signed agreement to:

City of Mountlake Terrace
Attn: Leslie Choate
PO Box 72
Mountlake Terrace, WA 98043

Thank you.