



Board of Commissioners

San Juan County

350 Court Street #1, Friday Harbor, Washington, 98250 • 360/378-2898

Thomas C. Starr, Dist. 1 • John B. Evans, Dist. 2 • Rhea Y. Miller, Dist. 3

December 10, 1996

Jai Jeter, Purchasing Agent
City of Lynnwood
P.O. Box 5008
Lynnwood, WA 98048-5008

RE: Interlocal Cooperation Agreement, San Juan County No. 6SJ032

Dear Mr. Jeter:

Enclosed are two originals of the above referenced Interlocal Cooperation Agreement for your records signed by the Board of County Commissioners during their regularly scheduled meeting of December 10, 1996.

State Auditors require that this office retain **originals** of all documents signed by the Commissioners. Please have the appropriate parties sign both documents and return one fully executed original **to this office** at the above address. After further processing, I will distribute copies to all appropriate County departments.

Thank you for your cooperation.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SAN JUAN COUNTY, WASHINGTON

Martha Moore

Martha Moore
Department Assistant

enc.

INTERLOCAL JOINT PURCHASING AGREEMENT

This agreement is between San Juan County ("County"), a political subdivision, and the City of Lynnwood ("City"), a non-charter, code municipal corporation of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this agreement is to provide for sharing in the acquisition of digital recording and other emergency services equipment, material, and services.
2. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. This agreement shall be administered by the County Public Works Director and the Finance Director of the City of Lynnwood.
3. **Scope.** The County, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the City, to the extent permitted by law and agreed upon between the parties. Likewise the City, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the County, to the extent permitted by law and agreed upon between the parties.
4. **Duration of Agreement - Termination.** This Agreement shall take effect immediately and shall continue in effect until December 31, 2003. It may be terminated earlier by either party by giving ten (10) days written notice to the other. **PROVIDED**, That termination shall not effect or impair joint purchases of the parties that are agreed to on or before the date of termination.

INTERLOCAL JOINT PURCHASING AGREEMENT
BETWEEN SAN JUAN COUNTY AND
THE CITY OF LYNNWOOD
PAGE 2

5. **Right to Contract Independent Action Preserved.** Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party. **PROVIDED,** that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

6. **Compliance with Legal Requirements.** In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to its purchase.

7. **Financing.** Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefor.

8. **Filing.** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. **Interlocal Cooperation Disclosure.** Each party may insert in its solicitations for equipment a provision that other authorized governmental agencies may also wish to procure the equipment being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. **Non-Delegation / Non-Assignment.** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party. Neither party shall be responsible to the other for the performance or non-performance of contracts by vendors.

11. **Hold Harmless.** Each party shall be liable and responsible for its own acquisitions. Neither party assumes responsibility to the other party for the consequences of any act or admission by any person, firm or corporation not a party to this agreement.

12. **Severability.** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

INTERLOCAL JOINT PURCHASING AGREEMENT
BETWEEN SAN JUAN COUNTY AND
THE CITY OF LYNNWOOD
PAGE 3

ADOPTED this 10th day of December, 1996.

ATTEST:
Si A. Stephens, Auditor and
Ex-officio Clerk of the Board

OK
2/28/96
sh.

BOARD OF COUNTY COMMISSIONERS
SAN JUAN COUNTY, WASHINGTON

By Jamie J. Marsden
Jamie J. Marsden, Deputy

Rhea Y. Miller
Rhea Y. Miller, Chair

Date: Dec. 10, 1996

Thomas C. Starr
Thomas C. Starr, Member

Ron Loewen, P.E.

Ron Loewen
Director/County Engineer

John B. Evans
John B. Evans, Member

APPROVED AS TO FORM ONLY

RANDALL K. GAYLORD
San Juan County Prosecuting Attorney

By: John Krall, Deputy
City of Lynnwood

ATTEST:
Paul W. Menter
Paul W. Menter

Tina Roberts 12/23/96
Tina Roberts Date

MAYOR

FINANCE DIRECTOR

Title

Title

APPROVED AS TO FORM:

[Signature] 12/23/96
Office of City Attorney Date

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Si A. Stephens, Auditor and
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OK
2/23/96

BOARD OF COUNTY COMMISSIONERS
SAN JUAN COUNTY, WASHINGTON

By Jamie J. Marsden
Jamie J. Marsden - Deputy

Rhea Y. Miller
Rhea Y. Miller, Chair

Date: Dec. 10, 1996

Thomas C. Starr
Thomas C. Starr, Member

Ron Loewen, P.E.

Ron Loewen
Director/County Engineer

John B. Evans
John B. Evans, Member

APPROVED AS TO FORM ONLY

RANDALL K. GAYLORD
San Juan County Prosecuting Attorney

By: John Krall, Deputy
City of Lynnwood

ATTEST:
Paul W. Menter
Paul W. Menter

Tina Roberts 12/23/96
Tina Roberts Date

MAYOR

FINANCE DIRECTOR

Title

Title

APPROVED AS TO FORM:

[Signature] 12/23/96
Office of City Attorney Date



LYNNWOOD FIRE DEPARTMENT

P.O. Box 5008 / 18800 44th Ave. W
Lynnwood WA 98046

FAX COVER SHEET

DATE: 6/18/97 TIME: _____

TO: Becky PHONE: _____

FROM: Gene PHONE: 206-775-FIRE (3473)

LYNNWOOD FIRE DEPT. FAX: 206-771-7977

RE: _____

Number of pages including cover sheet: 2

Message: Good Mornin! 

When you have time please

give me a PO for this.

Thanks sooo

much!

Gene

SCBA
Self contained breathing
Apparatus

The Fire Dept would like to
purchase SCBA equipment from a
vendor who just bid a contract
to the City of Edmunds. PLEASE
BIND ATTACHED AN INTERLOCAL AGREEMENT
FROM SAN JUAN COUNTY THAT YOU
CAN USE AS AN EXAMPLE. IF YOU
HAVE ANY QUESTIONS PLEASE
GIVE ME A CALL.