

# INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

Between  
Skagit County  
And  
The City of Lynnwood

This agreement is made and entered into this 1st day of September 2004 between the City of Lynnwood ("City") and Skagit County ("joining agency.") Pursuant to 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 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:

## 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 affected 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 intent to the City of Lynnwood, to utilize the Shared Small 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 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.
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 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.
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.**

IN WITNESS WHEREOF, the parties have executed this Agreement this <sup>13<sup>th</sup></sup> ~~15<sup>th</sup>~~ day of September, 2004.

Accepted for the City of Lynnwood:

Nancy Woods  
 Nancy Woods, Purchasing Manager  
 (Date 9-13-04)

Mailing Address:  
 19100 44<sup>th</sup> Ave NW  
 Lynnwood, WA 98036

APPROVED:  
 BOARD OF COUNTY COMMISSIONERS  
 SKAGIT COUNTY, WASHINGTON

Ted W. Anderson  
 Ted W. Anderson, Chairman

Don Munks  
 Don Munks, Commissioner

Kenneth A. Dahlstedt  
 Kenneth A. Dahlstedt, Commissioner

For Agreements under \$5000

\_\_\_\_\_  
 Gary Rowe, County Administrator  
 (Authorization per Resolution #R20030146)

Recommended:

By: Chal Martin  
 Chal Martin, Department Head

By: Trisha Logue  
 Trisha Logue, Budget & Finance Administrator

Approved as to Indemnification:

By: Bruce Korman  
 Risk Manager

Approved as to Form:

By: John Stovner  
 Deputy Prosecuting Attorney

Attest:

Aimee Casbrecht  
 Clerk of the Board



# SKAGIT COUNTY BOARD OF COMMISSIONERS

**DON MUNKS**, *First District*  
**KENNETH A. DAHLSTEDT**, *Second District*  
**TED W. ANDERSON**, *Third District*

September 20, 2004

The Honorable Mike McKinnon  
Mayor, City of Lynnwood  
19100 44<sup>th</sup> Avenue NW  
Lynnwood, WA 98036

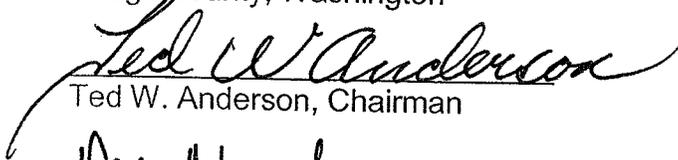
Dear Mayor McKinnon:

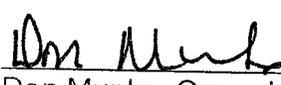
Skagit County has elected to join the Shared Small Works Roster hosted by your City. The roster provides a great service to the citizens of the covered jurisdictions.

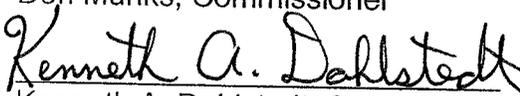
We are aware of the dedication and time that hosting and maintaining a small works roster requires and would like to take a moment to thank you and your City for your decision to host the roster as a means to promote government efficiency. The hard work and dedication of you and your staff are noted and appreciated.

Sincerely,

Board of County Commissioners  
Skagit County, Washington

  
Ted W. Anderson, Chairman

  
Don Munks, Commissioner

  
Kenneth A. Dahlstedt, Commissioner

BCC/ljg



200409210060

Skagit County Auditor

9/21/2004 Page 1 of 4 10:00AM

SKAGIT COUNTY  
Contract # C20040422

Page 1 of 4

**AFTER RECORDING RETURN TO:  
SKAGIT COUNTY BOARD OF COMMISSIONERS  
700 SO. SECOND STREET, ROOM 202  
MOUNT VERNON, WA 98273**

**DOCUMENT TITLE:** *Interlocal Agreement*

**DATE SIGNED:**

**GRANTOR:** SKAGIT COUNTY

**GRANTEE:** City of Lynnwood

**COUNTY CONTRACT NO.:**