

**INTERLOCAL COOPERATION AGREEMENT  
TO USE LYNNWOOD'S SHARED ARCHITECTS AND ENGINEERS ROSTER**

This agreement is made and entered into this 20<sup>th</sup> day of September, 2006 by and between the City of Lynnwood, a municipal corporation of the State of Washington ("Lynnwood"), and Snohomish County, a political subdivision of the State of Washington (the "joining agency"), pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of the agreement is for the joining agency to use Lynnwood's Shared Architects and Engineers ("A&E") Roster of eligible consultants (the "Roster"). Such use is not mandatory and no implication of mandatory use is intended through execution of this agreement; instead, this agreement is to permit the sharing of the Roster upon occasion and at such time as benefits the joining agency. The parties agree to the following:

Shared Architects and Engineers Roster

1. Lynnwood is the lead agency.
2. **There are no costs to either party associated with this agreement.**
3. The Roster has been established and is maintained by Lynnwood for shared use by Lynnwood and other public agencies. The joining agency may use the Roster to select A&E candidates to participate in a selection process in accordance with the laws and regulations applicable to the joining agency.
4. Lynnwood and the joining agency shall each be independently responsible for their own and the consultant's compliance with all additional or varying applicable laws or regulations governing their A&E contracting.
5. Lynnwood shall advertise the Roster annually on behalf of both parties, shall receive and review consultant applications, maintain the list of consultants, and make that list and the applications available to the joining agency. Lynnwood shall make a preliminary, basic determination of responsible consultants to include on the Roster, but the joining agency shall be independently responsible to determine that the selected consultants are

responsible consultants in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.

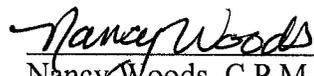
6. The joining agency shall be independently responsible for issuing a contract and/or purchase order directly to the consultant(s) to whom it makes awards following use of the Roster.
7. The joining agency will, and Lynnwood will not, be responsible for any payments due to any consultant selected by the joining agency as a result of this agreement.
8. The joining agency hereby agrees to indemnify and hold harmless 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 be effective upon its full execution and shall continue in force until terminated by either party, which termination may be effected upon receipt by one of the parties of the written notice of termination of the other party.

Snohomish County:

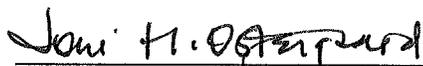
City of Lynnwood:

  
Mark Soine **MARK SOINE** 9/11/06  
Deputy Executive **Deputy Executive** Date

  
Nancy Woods, C.P.M. 9-20-06  
Purchasing & Contracts Manager Date

Approved as to form only:

Approved as to form only:

  
Joni H. O'Connell 8/24/06  
Deputy Prosecuting Attorney Date

  
Michael P. Ryan 9/20/06  
Assistant City Attorney Date

**INTERLOCAL COOPERATION AGREEMENT  
TO USE LYNNWOOD'S SHARED SMALL WORKS ROSTER**

This agreement is made and entered into this 7<sup>th</sup> day of Feb., 2006 between the City of Lynnwood ("Lynnwood") and Snohomish County, pursuant to RCW 39.34, the Interlocal Cooperation Act. The purpose of the agreement is for using Lynnwood's Shared Small Works Roster of eligible public work contractors. Such use is not mandatory and no implication of mandatory use is intended through signing of this agreement, but instead this agreement is to permit the sharing of the Roster upon occasion and at such time as benefits the participating agencies. The parties agree to the following:

Shared Small Works Roster

1. The city of Lynnwood is the lead agency. There are no costs to either party associated with this agreement.
2. The joining agency shall express an 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.
3. 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 including, but not limited to, RCW 39.04.155. The Shared Small Works 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 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.

5. 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 a preliminary determination of responsible contractors to include on the Roster, but the joining agency shall make its own determination of contractor responsibility in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.
6. 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.
7. 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).
8. The City of Lynnwood does not accept responsibility for any payments directly to any contractor that is selected as a result of this agreement.
9. Each agency shall be independently responsible for any payments directly to any contractor that is selected as a result of this agreement.
10. 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 continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Accepted for Snohomish County:

**MARK SOINE**  
Deputy Executive

Mark Soine,  
Deputy Executive

*for County Executive*

Date

February 3, 2006

Accepted for the City of Lynnwood:

*Nancy Woods*

Nancy Woods, C.P.M.  
Purchasing & Contracts Manager

Date

Feb. 7, 2006

Approved as to form

John H. O'Sullivan 1/27/06  
Deputy Prosecuting Attorney