

ORIGINAL

1 0923 INTERGOVERNMENTAL COOPERATIVE
A G R E E M E N T

Pursuant to Chapter 39.34 RCW and to other provisions of the law, Spokane County, hereinafter referred to as the "**political subdivision**" and the City of Lynnwood, hereinafter referred to as the "**City**" hereby agree to cooperative governmental purchasing upon the following terms and conditions.

WITNESSETH:

WHEREAS, pursuant to the provisions of the RCW Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of the RCW Section 36.32.240, et seq., the Board of County Commissioners must let out for bid the purchase or lease of all supplies, equipment and materials, as well as capital improvements for Spokane County and for all elected officials thereof; and

WHEREAS, pursuant to the provisions of RCW Section 39.34.030(2), any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of Chapter 39.34 RCW; and

WHEREAS, pursuant to the provisions of RCW Section 39.34.080, any one (1) or more public agencies may contract with any one (1) or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Spokane County and the City of Lynnwood are desirous of taking advantage of contracts for the procurement of supplies, equipment, and materials negotiated by each public agency with private vendors and awarded in accordance with the competitive bidding laws of this State; and

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The **political subdivision** and the **City** each obtain supplies, equipment and materials pursuant to the competitive bidding laws of this State; and following the award of such bids, negotiate agreements with private vendors for the procurement of such supplies, equipment, and materials. It is the intent of the parties in entering into this Interlocal Cooperative Agreement to extend such contracts to each other to the extent permitted by law, and in a manner agreed upon by the parties.

2. Administration. No separate and distinct legal entity shall be created to conduct this joint undertaking. Day-to-day administration of this agreement shall be through managers appointed by each party. The parties shall form a joint board comprised of the managers appointed by each party.

3. Duration and Termination. This agreement shall take effect immediately, and shall continue until terminated by the parties. Either party may terminate this agreement with or without notice to the other party.

4. Compliance with Applicable Laws. The **political subdivision** and the **City** accept responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of their entity.

5. Method of Purchasing Supplies, Equipment, and Materials. A purchase by the **political subdivision** or **City** shall be effected by a purchase order from that entity, directed to the vendor or other party contracting to furnish goods or services to the **political subdivision** or **City**.

6. General Provisions:

(a) Each party accepts no responsibility for the performance of any purchasing contract by the vendor, and each accepts no responsibility for payment of the purchase price by the other party.

(b) Each party reserves the right to contract independently for the purchase of any goods or services, with or without notice to the other party.

(c) Spokane County and the City of Lynnwood reserve the right to exclude the other party, or any class containing the other party, from any particular purchasing contract, with or without notice to the other party.

(d) This Agreement covers all Spokane County and the City of Lynnwood supply, equipment and materials purchase contracts.

SPOKANE COUNTY

The City of Lynnwood

~~Phillip D. Harris~~
Phillip D. Harris, Chair

Mayor Robert Martinez
Mayor Roberts-Martinez

M. Kate McCaslin, Vice-Chair

John Roskelley
John Roskelley

ATTEST:

ATTEST:

VICKY M. DALTON
Clerk of the Board

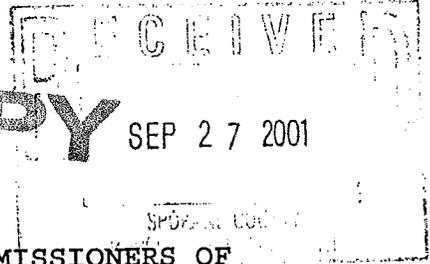


By: Daniela Erickson
Daniela Erickson

Mike E. Bailey
Mike E. Bailey

DATE September 25, 2001

DATE 9/7/01



COPY

SEP 27 2001

NO. **1 0923**

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF

SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING)	
AN INTERLOCAL JOINT PURCHASING)	R E S O L U T I O N
AGREEMENT WITH The City of Lynnwood)	
PROJECT NO. P3528)	

WHEREAS, pursuant to the provisions of the RCW Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of the RCW Section 36.32.240, et seq., the Board of County Commissioners must let out for bid the purchase or lease of all supplies, equipment and materials, as well as capital improvements for Spokane County and for all elected officials thereof; and

WHEREAS, pursuant to the provisions of RCW Section 39.34.030(2), any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of Chapter 39.34 RCW; and

WHEREAS, pursuant to the provisions of RCW Section 39.34.080, any one (1) or more public agencies may contract with any one (1) or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Spokane County and The City of Lynnwood are desirous of taking advantage of competitive bids negotiated by each other; and

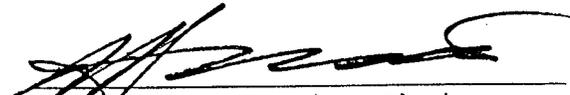
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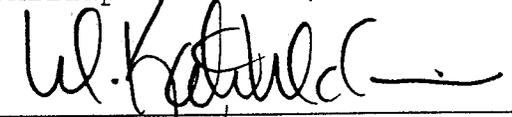
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County that either the Chairman of the Board of County Commissioners of Spokane County, or a majority of the Board, be and is hereby authorized to execute the attached intergovernmental cooperative agreement, pursuant to which, under certain terms and conditions, Spokane County and The City of Lynnwood may take advantage of certain competitive bids negotiated by the other entity.

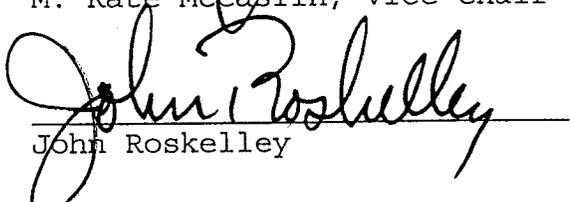
PASSED and ADOPTED this 25th day of September, 2001.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON




Phillip D. Harris, Chair


M. Kate McCaslin, Vice-Chair


John Roskelley

ATTEST:

VICKY M. DALTON
Clerk of the Board

By: 
Daniela Erickson