

## INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this <sup>th</sup> 28 day of December, 2005 between the City of Lynnwood ("Lynnwood") and the Port of Edmonds ("joining agency.") Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement to cover (a) the purchase of various supplies, materials, equipment and services, using each other's competitively awarded contracts (b) using Lynnwood's Shared Small Works Roster for a list of eligible public work contractors; or (c) participating in Lynnwood's 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 signing of this agreement, but instead this agreement is to permit the sharing of such services upon occasion and at such time as benefits the participating agencies. The parties agree to the following:

### **A. Supplies, materials, equipment and services**

1. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
2. Each agency is independently responsible for compliance with all applicable laws and regulations governing its own purchases.
3. 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.
4. Each of the parties shall contract directly with the bidder, contractor, vendor supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

## **B. Shared Small Works Roster**

7. The City of Lynnwood is the lead agency.
8. 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.
9. 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.
10. 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.
11. 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 rosters, 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.
12. 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.
13. 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).
14. 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.
15. Each agency shall be independently responsible for any payments directly to any contractor that is employed as a result of this Agreement.
16. 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 by the adjoining agency authorized by this agreement.

**C. Shared Architects & Engineers Roster**

17. The City of Lynnwood is the lead agency.
18. 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.
19. 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 in accord with all applicable laws and regulations governing its own purchases. The Shared Architects and Engineers Roster has been established for shared use by the City of Lynnwood and other public agencies.
20. 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.
21. 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 a preliminary determination of responsible contractors to include on the rosters, but the joining agency shall make it's own determination of contractor responsibility in whatever manner that the joining agency feels is appropriate and consistent with applicable laws.
22. 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.
23. 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.
24. 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.

25. Each agency shall be independently responsible for any payments directly to the firm that is employed as a result of this Agreement.

26. 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 by the adjoining agency 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 the Port of Edmonds:

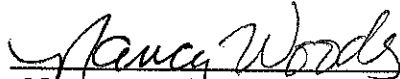


Christopher W. Keuss CMM  
Executive Director

Dec. 28, 2005

Date

Accepted for the City of Lynnwood:



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

12-30-05

Date

