

**SOUTH SNOHOMISH COUNTY PUBLIC FACILITIES DISTRICT  
SNOHOMISH COUNTY, WASHINGTON**

**RESOLUTION NO. 2002-03**

**A RESOLUTION** of the Board of Directors of South Snohomish County Public Facilities District, Snohomish County, Washington, adopting and establishing a vendor list process for purchasing supplies, materials and equipment and a small works roster process for awarding public works contracts; authorizing an interlocal cooperation agreement with the City of Lynnwood; and other matters related thereto.

WHEREAS, pursuant to RCW 35.57.080, South Snohomish County Public Facilities District, Snohomish County, Washington ("District") is authorized to follow the public works requirements contained in chapter 39.04 RCW; and

WHEREAS, RCW 39.04.155 allows certain public works contracts to be awarded by a small works roster process; and

WHEREAS, RCW 39.04.190 allows certain purchasing contracts for materials, supplies or equipment not connected to a public works project to be awarded by a vendor list process; and

WHEREAS, the District is required by RCW 39.04.155 and RCW 39.04.190 to adopt a resolution establishing specific procedures to implement the vendor list and small works roster processes; and

WHEREAS, the City of Lynnwood (the "City") has established a vendor list and small works roster, and other municipal corporations may join with the City, through an interlocal cooperation agreement, to share the City's vendor list and small works roster processes; and

WHEREAS, the Board of Directors of the District (the "Board") determines that it is in the best interest of the District to adopt and establish the vendor list and small works roster processes adopted and established by the City, and to authorize the execution of an interlocal cooperation agreement with the City to implement the vendor list and small works processes; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH SNOHOMISH COUNTY PUBLIC FACILITIES DISTRICT, SNOHOMISH COUNTY, WASHINGTON, as follows:

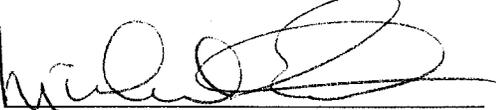
SECTION 1. Vendor List and Small Works Roster. The District hereby adopts and establishes the vendor list and small works roster processes adopted and established by the City of Lynnwood, Washington (the "City") in the Lynnwood Municipal Code § 2.92.020, as may be hereafter amended from time to time.

SECTION 2. Interlocal Cooperation Agreement. To implement the City's vendor list and small works roster processes, the Chair is authorized to execute and deliver an interlocal cooperation agreement on behalf of the District with the City, in substantially the form attached hereto as Exhibit "A" and by this reference incorporated herein, with such modifications as he deems consistent with the purpose of this resolution.

SECTION 3. Ratification. Any actions previously taken by the Board, officers, employees, or agents of the District and consistent with the provisions of this resolution are ratified and confirmed.

SECTION 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED, by a majority of the Board of Directors of the South Snohomish County Public Facilities District, Snohomish County, Washington, on February 7, 2002.

  
Michael Echelbarger, Chair

3-28-02  
Date

  
Louise Stanton-Masten, Secretary

5/7/02  
Date

**EXHIBIT "A"**

**FORM OF INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF  
LYNNWOOD, WASHINGTON**

## COOPERATIVE PURCHASING AGREEMENT

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of February, 2002 between the City of Lynnwood ("City") and the South Snohomish County Public Facilities District, Snohomish County, Washington ("Joining Agency") Pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement for (1) various supplies, materials, equipment and services, using the City's competitively awarded contracts and (2) using a Shared Small Works Roster for a list of eligible public work contractors. 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 effected 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.

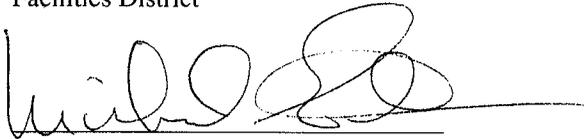
### Shared Public Works Roster

6. The City is the lead agency.
7. The Joining Agency may use the Shared Small Works Roster that has been established and maintained by the City, 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 and other public agencies.
8. The City 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.
9. The City 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 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 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.
10. The City 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.
11. The City and the Joining Agency shall each be independently responsible for issuing a contract and/or purchase order directly to the awarded contractor(s).
12. The City does not accept responsibility or liability for the performance of any contractor used by the Joining Agency as a result of this Agreement.

13. Each agency shall be independently responsible for any payments directly to any contractor that is employed as a result of this Agreement.
14. The City's costs in connection with the services it provides to the Joining Agency are deemed to be local match from a public source under RCW 82.14.390(4).
15. The Joining Agency hereby agrees to indemnify and hold harmless the City, 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.
16. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

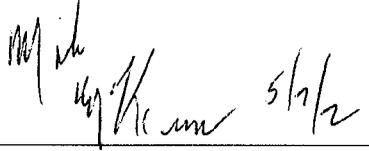
**This Agreement shall remain in force until terminated upon written notice by either party.**

Accepted for South Snohomish County Public  
Facilities District



Name: Michael Echelbarger  
Title: Chair

Accepted for the City of Lynnwood:



Name: Mike McKinnon  
Title: Mayor