



City Clerk's Office
Receiving #

2330

I-03-014

City of Lynnwood



I-03-014

Contract # 2330
(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

2. Amendments/Change Orders

- a) Contact City Clerk's Office for Contract Number
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

FILED
 SEP 09 2003
 CITY CLERK
 CITY OF SHORELINE

CONTRACT DESCRIPTION

Contract Originator: Cathy Robinson
Department/Division: Finance - Purchasing **Date:** August 26, 2003

Type of Contract: (C) Building Construction (L) Lease Agreement (I) Intergov't Agreement
 (A) Addendum/Change Order (W) Public Works (O) Other
 (GR) Grants (S) Purchase of Services (all types)

CONTRACT TITLE: Intergovernmental Cooperative Purchasing and Shared Small Works Roster
Brief Description of Services: Intergovernmental Cooperative Purchasing and Shared Small Works Roster Agreement

Contract Modification: Has the original contract boilerplate language been modified? N Y If yes, list which sections have been modified. City of Lynnwood Interlocal Agreement

Bid/RFP Number: _____

Name of Consultant/Contractor City of Lynnwood

Effective Date: Upon Execution **Termination Date:** On-Going

Total Amount of Contract: N/A **OrgKey # & Object #** N/A

(including reimbursable expenses)

J/L # (if required) _____

Is there sufficient funds in the current budget to cover this contract? Y N If no, from where are the additional funds coming? _____

Payment Terms (monthly installments, progress payments, etc.): N/A

Remarks: _____

SIGNATURE ROUTING:

- 1. Project Manager/Director
- 2. Risk Mgmt/Budget
- 3. City Attorney
- 4. Send to Consultant for signature (only send contract documents)
- 5. City Council Approval (if required)

CUR 8/26
9/3/03
8/25/03
 (mo/day/year)

- 6. City Manager (if required)
- 7. Dept. Director (if authorized)
- 8. City Clerk
- 9. Purchasing

Date

SCB by GB 9.8.03
ans 9/9/03



Contract Information Memorandum

DATE: August 26, 2003

TO: Steve Burkett, City Manager

FROM: Cathy Robinson, Purchasing Officer

RE: Intergovernmental Cooperative Purchasing and Shared Small Works Roster Agreement

An Intergovernmental Cooperative Purchasing and Shared Small Works Roster Agreement from the City of Lynnwood is attached for your signature.

Contractor Name and Project:

This agreement will enable the City of Shoreline to enter into an intergovernmental cooperative purchasing agreement and shared small works roster with the City of Lynnwood.

Scope of Services:

The intergovernmental cooperative purchasing agreement will enable the cities of Lynnwood and Shoreline to access each others bids in an effort to increase efficiencies in bidding and contracting for supplies, material, equipment, or services that may be required from time to time by both cities. The agreement will also enable the City of Shoreline to participate in the Shared Agency Small Works Roster, headed by the City of Lynnwood, for public works projects under \$200,000.

Selection Process:

Currently, the City of Lynnwood is the only lead agency for the shared small works roster.

Financial Impact:

There is no cost to the City to enter into an Intergovernmental Cooperative Purchasing Agreement and Shared Small Works Roster Agreement with the City of Lynnwood.

Council Review:

On August 25, 2003, the City Council authorized the City Manager to execute an Intergovernmental Cooperative Purchasing and Shared Small Works Roster Agreement with the City of Lynnwood.

Schedule:

This is an on-going agreement and shall remain in force until terminated upon written notice by either party.

COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 11th day of Sept, 2003 between the City of Lynnwood ("City") and the City of Shoreline ("joining agency.") Pursuant to RCW 39.34, 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.

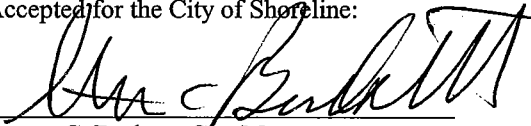
Shared Public Works Roster

6. The City of Lynnwood is the lead agency.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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).
12. 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.
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 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.

Accepted for the City of Shoreline:

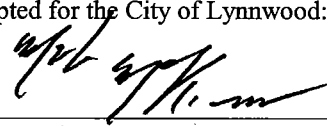


Steven C. Burkett, City Manager

Steven C. Burkett
Printed Name

9-8-03
Date


Accepted for the City of Lynnwood:



Mike McKinnon, Mayor

9/15/03
Date

APPROVED AS TO FORM:



Ian Sievers, Shoreline City Attorney