



I-05-001

Contract # 3236  
(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**  
 JAN 19 2005  
 CITY CLERK  
 CITY OF SHORELINE

## CONTRACT DESCRIPTION

**Contract Originator:** Cathy Robinson  
**Department/Division:** Finance **Date:** 12/29/04

**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:** Cooperative Purchasing Agreement  
**Brief Description of Services:** Participate in a joint agency A&E roster with the City of Lynnwood

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

<input checked="" type="checkbox"/> 1. Project Manager/Director <input checked="" type="checkbox"/> 2. Risk Mgmt/Budget <input checked="" type="checkbox"/> 3. City Attorney <input type="checkbox"/> 4. Send to Consultant for signature (only send contract documents) <input checked="" type="checkbox"/> 5. City Council Approval (if required)	<p><u>12/29</u> <u>1/3/05</u> <u>1/15/05</u></p> <p>_____ (mo/day/year)</p>	<input checked="" type="checkbox"/> 6. City Manager (if required) <input checked="" type="checkbox"/> 7. Dept. Director (if authorized) <input checked="" type="checkbox"/> 8. City Clerk <input checked="" type="checkbox"/> 9. Purchasing	<p><b>Date</b></p> <p><u>1/4/05</u> <u>1/15/05</u></p>
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## Memorandum

**DATE:** December 29, 2004

**TO:** Steve Burkett, City Manager

**FROM:** Cathy Robinson, Purchasing Officer *CR*

**VIA:** Debbie Tarry, Finance Director

**RE:** Cooperative Purchasing Agreement with the City of Lynnwood (attached for your signature)

Attached is a Cooperative Purchasing Agreement to join in a Shared Architects and Engineers Roster with the City of Lynnwood.

**Financial Impact:**

Participating in the joint agency A&E roster allows the City to save money in advertising costs and costs associated with A&E roster administration. Participation in the shared roster may result in lower consultant contract prices from an increased competitive pool of consultants. There is no cost to the City to participate in the joint agency A&E roster system.

**Council Review:**

On December 13, 2004 the City Council authorized you to execute an intergovernmental cooperative purchasing agreement to join in a shared architects and engineers roster with the City of Lynnwood. ✓

**Schedule:**

This agreement will remain in effect until cancelled by either party.

## COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into this 10<sup>th</sup> day of Jan., 2007 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 to participate in the Shared Architects and Engineering Roster ("Shared A&E Roster" or "Roster"). Such use is not mandatory and no implication of mandatory use is intended through signature of this Agreement, but instead this Agreement is to allow participating agencies the ability to share such services upon occasion and at such time as benefits the participating agencies. The parties agree to the following:

### Shared Architects & Engineers Roster

1. The City of Lynnwood is the lead agency.
2. The joining agency, by this Agreement, expresses an intent to use the Shared A&E Roster that has been established and maintained by the City of Lynnwood to select Architectural and Engineering firms. 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.
3. The joining agency may use the Shared A&E Roster for interviews and contracts as allowed by and in accordance with their local municipal code(s). The Shared A&E 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 compliance with laws and regulations governing selection.
5. The City of Lynnwood shall advertise the Shared A&E Roster annually on behalf of both parties, shall receive and review firms' applications, maintain the list of Architects and Engineers, and make that list, the applications, and the qualifications available to the joining agency. The City of Lynnwood shall make an initial determination of a firm's 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.
6. Each party shall each be independently responsible for executing its contract and/or purchase order directly with the awarded Architectural or Engineering firm.
7. 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.
8. Each joining agency shall be independently responsible for any payments directly to firm that is employed as a result of this Agreement.
9. 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

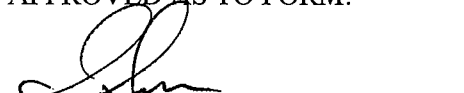
1/4/05  
\_\_\_\_\_  
Date

Accepted for the City of Lynnwood:

  
\_\_\_\_\_  
Nancy Woods, Purchasing & Contracts Manager

1-10-05  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ian Sievers, Shoreline City Attorney