December 10, 1996

Jai Jeter, Purchasing Agent  
City of Lynnwood  
P.O. Box 5008  
Lynnwood, WA 98048-5008

RE: Interlocal Cooperation Agreement, San Juan County No. 6SJ032

Dear Mr. Jeter:

Enclosed are two originals of the above referenced Interlocal Cooperation Agreement for your records signed by the Board of County Commissioners during their regularly scheduled meeting of December 10, 1996.

State Auditors require that this office retain originals of all documents signed by the Commissioners. Please have the appropriate parties sign both documents and return one fully executed original to this office at the above address. After further processing, I will distribute copies to all appropriate County departments.

Thank you for your cooperation.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SAN JUAN COUNTY, WASHINGTON

Martha Moore

Martha Moore  
Department Assistant

enc.
INTERLOCAL JOINT PURCHASING AGREEMENT

This agreement is between San Juan County ("County"), a political subdivision, and the City of Lynnwood ("City"), a non-charter, code municipal corporation of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this agreement is to provide for sharing in the acquisition of digital recording and other emergency services equipment, material, and services.

2. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. This agreement shall be administered by the County Public Works Director and the Finance Director of the City of Lynnwood.

3. **Scope.** The County, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the City, to the extent permitted by law and agreed upon between the parties. Likewise the City, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the County, to the extent permitted by law and agreed upon between the parties.

4. **Duration of Agreement - Termination.** This Agreement shall take effect immediately and shall continue in effect until December 31, 2003. It may be terminated earlier by either party by giving ten (10) days written notice to the other. PROVIDED, That termination shall not effect or impair joint purchases of the parties that are agreed to on or before the date of termination.
5. **Right to Contract Independent Action Preserved.** Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party. PROVIDED, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

6. **Compliance with Legal Requirements.** In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to its purchase.

7. **Financing.** Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefor.

8. **Filing.** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. **Interlocal Cooperation Disclosure.** Each party may insert in its solicitations for equipment a provision that other authorized governmental agencies may also wish to procure the equipment being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. **Non-Delegation / Non-Assignment.** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party. Neither party shall be responsible to the other for the performance or non-performance of contracts by vendors.

11. **Hold Harmless.** Each party shall be liable and responsible for its own acquisitons. Neither party assumes responsibility to the other party for the consequences of any act or admission by any person, firm or corporation not a party to this agreement.

12. **Severability.** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
INTERLOCAL JOINT PURCHASING AGREEMENT
BETWEEN SAN JUAN COUNTY AND
THE CITY OF LYNNWOOD
PAGE 3

ADOPTED this 10th day of December, 1996.

ATTEST:
Si A. Stephens, Auditor and Ex-officio Clerk of the Board

By: Jamie J. Marsden Deputy

Date: Dec. 10, 1996

Ron Loewen, P.E.
Director/County Engineer

APPROVED AS TO FORM ONLY

RANDALL K. GAYLORD
San Juan County Prosecuting Attorney

By: [Signature]

City of Lynnwood

[Signature] Tina Roberts 12/23/96 Date

MAYOR

FINANCE DIRECTOR

APPROVED AS TO FORM:

Office of City Attorney 1/22/96 Date

BOARD OF COUNTY COMMISSIONERS
SAN JUAN COUNTY, WASHINGTON

Rhea Y. Miller, Chair

Thomas C. Starr, Member

John B. Evans, Member

ATTEST:

Paul W. Menter
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APPROVED AS TO FORM ONLY
RANDALL K. GAYLORD
San Juan County Prosecuting Attorney

By: J.K.
City of Lynnwood

Tina Roberts 12/23/96

MAYOR

FINANCE DIRECTOR

APPROVED AS TO FORM:

Office of City Attorney 12/23/96
DATE: 06/18/97        TIME:  
TO: Becky            PHONE:  
FAX: 778-5237
FROM: Dave           PHONE: 206-775-FIRE (3473) 
LYNNWOOD FIRE DEPT. FAX: 206-771-7977
RE:  
Number of pages including cover sheet: 2

Message
Good Morning!  
When you have time please  
give me PO for this.  
Thanks Dave!  
Dane
SCBA
Self-contained Breathing Apparatus

The Fire Dept. would like to purchase SCBA equipment from a vendor who just bid a contract for the City of Edmonds. Please find attached an Interlocal Agreement from King County that you can use as an example. If you have any questions please give me a call.