State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement
Rm. 201 General Administration Building, P.O. Box 41017
Olympia, Washington 98504-1017
(360) 902-7400 http://www.ga.wa.gov

STATE OF WASHINGTON
INTERGOVERNMENTAL
AGREEMENT FOR
STATE PURCHASING COOPERATIVE

Pursuant to Chapter 43.19 RCW, Chapter 39.34 RCW and WAC 236-49-080, the State of Washington, Department of General Administration, Office of State Procurement, (“Office of State Procurement” or “OSP”), CITY OF LYNNWOOD (“Cooperative Member”) agree to enter into this intergovernmental Agreement (“Agreement”), for the purpose of the Cooperative Member participating in the State Purchasing Cooperative Program ("Cooperative") under the following terms and conditions:

1) Washington State political subdivisions (e.g. local governments and school districts) and public benefit nonprofit corporations are eligible for membership in the Cooperative and must be subject to audit by Washington State Auditor's Office (SAO). Offices, departments, divisions, or other sub-units ("subdivisions") within Washington State political subdivisions and public benefit nonprofit corporations may join the Cooperative. However, the subdivision’s membership fee will be assessed at the rate of the associated Washington State political subdivision or public benefit nonprofit corporations. Washington state agencies and their subdivisions are automatically Cooperative Members and do not need to apply for membership or pay a membership fee.

2) The Office of State Procurement is required to recover the costs of administering the State Purchasing Cooperative Program from Cooperative Members. The Membership Fee Schedule below sets forth the fee structure for Cooperative Members, which are not Washington State agencies. The Membership Fee Schedule is based on the Cooperative Member’s total expenditures, less debt service and inter-fund transfers, as reported in the Cooperative Member’s last audited financial statement.

3) The term of this Agreement and Cooperative membership is January 1, 2010 through December 31, 2011. This Agreement may be canceled in writing by either party. However, if the Cooperative Member has used state contracts during the current membership period, the Cooperative Member remains liable to pay any unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.

4) The Office of the Superintendent of Public Instruction (OSPI) financial reporting information will be used to verify fee amounts for public school districts, and Educational Service Districts. (ESD’s).

5) Any Cooperative Member not reported in the OSPI or State Auditor’s financial reporting information, must submit a copy of its most recent audited financial statements to OSP upon request. When a Cooperative Member does not have audited financial statements, the Cooperative Member shall provide internal budgets or financial statements. Once membership fees are verified through such authoritative sources, OSP will issue quarterly invoices for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. After initial verification and at the beginning of each calendar quarter thereafter, invoices will be sent via electronic mail to the contact listed below.

6) This executed Agreement entitles the Cooperative Member access to state contracts for goods and services as viewed on www.ga.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has a signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts,

7) If a Washington State political subdivision or public benefit nonprofit corporation or a subdivision thereof that is not a current Cooperative Member is found to have used a state contract, WSCA contract, or Oregon Purchasing Contract; that Washington State political subdivision or public benefit nonprofit corporation shall be liable for payment of a full
year membership fee. Failure to pay such fee may be reported to the State Auditor’s Office and result in audit findings against the entity.

8) The Office of State Procurement, in contracting on behalf of the State of Washington for the purchase of goods and services according to the laws and regulations governing such purchases, agrees to also contract on behalf of the Cooperative Member, to the extent permitted by law. The Cooperative Member accepts responsibility for compliance with any additional laws and regulations applicable to the Cooperative Member.

9) The Office of State Procurement agrees to comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and will either: a) post the bid or solicitation notice on a website established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or b) provide an access link on the State of Washington’s web portal to the notice.

10) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative Member, the Cooperative Member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on its credit assessment of the Cooperative Member. Purchases by the Cooperative Member may be made by a purchase order issued by the Cooperative Member to the contractor. The Cooperative Member is solely responsible for payment for any goods and services it purchases under contracts pursuant to this Agreement or services it purchases directly from OSP. The Cooperative Member agrees to be responsible for limited contract monitoring related to their use of these contracts.

11) The Cooperative Member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.

12) In the event that either the Office of the State Procurement or the Cooperative Member is abolished, this Agreement shall continue in operation as to any entity succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.

13) The Cooperative Member agrees to use only those OSP, WSCA, or Oregon Purchasing contracts authorized under the terms of this Agreement and to comply with those contracts’ terms and conditions. The Cooperative Member further agrees that all purchases from OSP, WSCA, or Oregon Purchasing contracts will be made only for the direct use of the Cooperative Member’s programs and no purchases will be made on behalf of or for the use of other entities or jurisdictions.

14) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.

15) In accordance with RCW 39.34.040; the Cooperative Member shall be responsible for filing the executed copy of this Agreement with its county auditor’s office, or filed in such manner as required by law, to meet public disclosure requirements. This may include listing on the Cooperative Member’s internet site or any other electronically retrievable public source.

16) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative Member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.

17) PAYMENT and NOTICES: Payment shall be made to OSP at the address provided below. Further, any notice, demand or other communication required or permitted to be given under this Agreement shall be made to the parties at the addresses provided below. The Cooperative Member agrees to pay the membership fee as a part of this Agreement. Late payments may be subject to statutory interest and collection related costs. First time Cooperative Members joining after June 30th may have their fee prorated, if the member has not previously accessed state contracts. Pro-rated fees will be based on 6-month intervals, January – June, June – December.
Cooperative Member contact information:

Contact Person to whom contract documents and related communications are to be mailed or faxed.
Cooperative Member Agency Name: **City of Lynnwood**
Agency Federal TIN #: 91-6015840
Contact Name: **Marty Mangleb**
Address: **PO BOX 5008**
City, St, Zip: **LYNNWOOD, WA 98038**
Phone Number: **425-778-5155** Fax Number: **425-778-3032**
Email Address: **mangleb@ci.lynnwood.wa.us**
Secondary Contact: Name: **Chadice Hendricks** Email: **chendricks@ci.lynnwood.wa.us**

Two-Year Membership Fee Schedule

<table>
<thead>
<tr>
<th>Annual expenditures of more than</th>
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<th>Two-Year Membership Fee</th>
<th>Verified Fee Level</th>
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<tr>
<td>$3,000,001</td>
<td>$7,500,000</td>
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<tr>
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<td>$30,000,000</td>
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<tr>
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<td>$68,000,000</td>
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<td>$90,000,001</td>
<td>$150,000,000</td>
<td>$8,000</td>
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</tr>
<tr>
<td>$150,000,001 and over</td>
<td></td>
<td>$10,000</td>
<td></td>
</tr>
</tbody>
</table>

Please contact Lauri Wilson regarding your two year membership fee.

The undersigned has read, understands and agrees to the terms and conditions of this Agreement, certifies that he/she is the Authorized Signatory for the Cooperative Member, and certifies under penalty of perjury under the laws of Washington State that the verified expenditure in the Membership Fee Schedule above is true and correct.

Cooperative Member Authorized Signature:

Signature: _

Date Signed: 4-8-10

Print Name: **Don Gough**

Title: **Mayor**

Address (if not the same as above): 

Phone Number(s): 

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)

Approved as to form: AAG Date: 10/16/2009 (signature on file)

Your assigned Co-op member number is **3810-338**. Please provide this number to vendors when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

Name: _

Title: **OSP**

Date: **5/4/10** Verification Used: **S40**
ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 1
to
State of Washington Department of General Administration
Intergovernmental Agreement Number 2010-WPC-217
for
Office of Statement Procurement
State Purchasing Cooperative

This Amendment Number 1 to Department of General Administration Intergovernmental Agreement Number 2010-WPC-217 is made and entered by and between the State of Washington Department of General Administration, hereinafter referred to as “GA”, and City of Lynnwood hereinafter referred to as “COOPERATIVE MEMBER”. The purpose of this Amendment is to formally assign the Intergovernmental Agreement made on April 8, 2010 between GA and COOPERATIVE MEMBER, to the Washington State Department of Enterprise Services.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management (Agencies);

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, the Department of Enterprise Services hereinafter referred to DES;

WHEREAS, the authority and funding for the continuation of Intergovernmental Agreement Number 2010-WPC-217 has been transferred to the DES;

WHEREAS, the DES finds that it is in the best interest of the State of Washington to continue to conduct business with Cooperative Member under the terms and conditions of this Intergovernmental Agreement 2010-WPC-217.

Now therefore, DES and COOPERATIVE MEMBER agree that:

1. Effective October 1, 2011 the Intergovernmental Agreement 2010-WPC-217 is hereby assigned in all respects to DES.

2. By signing this Amendment, COOPERATIVE MEMBER hereby consents to this assignment. As assigned, said Agreement hereby amended so that wherever the name GA is used it shall mean DES.

3. Any and all payments made by COOPERATIVE MEMBER to GA shall be deemed to have been made to DES and shall discharge COOPERATIVE MEMBER from any further liability with regard to said payment.

Further, the Intergovernmental Agreement is hereby modified:

3) Term of this Agreement and Cooperative membership is extended one (1) year through December 31, 2012. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. However, if the Cooperative Member has used state contracts during the current membership period, the Cooperative Member remains liable to pay any
unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.

6) This executed Amendment entitles the Cooperative Member access to state contracts for goods and services as viewed on www.des.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts.

17) PAYMENT and NOTICES: Payment shall be made to DES Office of State Procurement at the address provided below

Department of Enterprise Services
Office of State Procurement
1500 Jefferson St SE
PO Box 41008
Olympia, WA 98504-1008

According to the most recent authoritative information: COOPERATIVE MEMBER your annual operating expenditures were $65,900,531.00, making COOPERATIVE MEMBER annual fee $2,000.00, bring the total three-year fee to $6,000.00.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have read this Amendment Number 1 to Intergovernmental Agreement 2010-WPC-217 in its entirety, agree to it and hereby assert that they have the authority to bind their respective parties to it.

Approved
Department of Enterprise Services

Chris Carroll
Print or Type Name
1/5/12
Date

Coop Program Coordinator
Title

Approved
City of Lynnwood

Don Goetz
Print or Type Name
12-8-11
Date

City Director Finance
Title

ATTEST BY:

Lorenzo Times
Date

JAN 3 2012 PM 12:10
Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the “Office of State Procurement” or “OSP”), and the following named public agency, City of Lynnwood (hereinafter called the “Cooperative member”) hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the “Agreement”), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

(1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.

(2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.

(3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington’s web portal to the notice.

(4) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative member(s), the Cooperative member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on their credit assessment of the Cooperative member. Purchases by the Cooperative member may be made by a purchase order issued by the Cooperative member to the state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.

(5) The Cooperative member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.

(6) This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.
In the event that either the Office of the State Procurement or the Cooperative member is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.

The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member’s programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member”).

The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member’s last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory’s initials in the first column of the Membership Fee Schedule below. The Cooperative member’s self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1st 2008 through December 31st 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.

Membership fees are established every two years. The State Auditors’ most recently published Local Government Comparative Statistics report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors’ Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor’s Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.

In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.

It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.

The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor’s office.

By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.

PAYMENT and NOTICES: Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:
Cooperative member contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Cooperative Member Name: City of Lynnwood
Contact Name: Marty Manegold, Purchasing Manager
Address: P.O. Box 5008
City, St. Zip: Lynnwood, WA 98046
Phone Number: 425-970-5165
Federal Id #: 91-6015540
FAX Number: 425-778-5732
Email Address: manegold@ci.lynnwood.wa.us

Two-Year Membership Fee Schedule

<table>
<thead>
<tr>
<th>Initial in box</th>
<th>Annual expenditures of more than</th>
<th>Annual expenditures of less than</th>
<th>Two-Year Membership Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$3,000,000</td>
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</tr>
<tr>
<td>$150,000,001</td>
<td>and over</td>
<td>$10,000</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct. Cooperative member Authorized Signatory - Applicant must provide an authorized signature.

Name: [Signature]
Title: Mayor
Address (if not the same as above): Same
Phone Number: Same
Date Signed: 7-31-08

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)
Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number, _____________. Please provide this number when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Agenda Item</td>
<td>Description</td>
<td>Action</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>30.</td>
<td>Approval of Minutes: 07-14-08 Business Meeting; 7-16-08 Work Session; 07-21-08 Work Session</td>
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<td>60.</td>
<td>Presentations &amp; Proclamations: VFW Police Officer of the Year Firefighter of the Year</td>
<td>Awarded to Officer Brinkman Awarded to Firefighter Douglas</td>
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<td>90.1A</td>
<td>196th Street - Transportation Grant Application</td>
<td>Approved Grant w/ St. of Wash</td>
</tr>
<tr>
<td>90.1B</td>
<td>Liquid &amp; Medium Cationic Polymer</td>
<td>Authorized Contract w/ Ashland</td>
</tr>
<tr>
<td>90.1C</td>
<td>Copy Services Contract Extension</td>
<td>Approved Extension w/ IKON</td>
</tr>
<tr>
<td>90.1D</td>
<td>Surplus Vehicle</td>
<td>Authorized H18</td>
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<td>90.1E</td>
<td>Inter-Governmental Purchasing Agreement</td>
<td>Authorized Agreement w/ the Department of General Admin.</td>
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<td>90.1F</td>
<td>2007 Chip Seal Project - Final Approval</td>
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<tr>
<td>90.1G</td>
<td>Phase 2 Fiber Optic Installation - Final Approval</td>
<td>Granted Final</td>
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<tr>
<td>90.1H</td>
<td>Naming Tutmark Hill Park &quot;Doc Hageman Park&quot;</td>
<td>Approved Name Change</td>
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<tr>
<td>90.1I</td>
<td>Voucher Approval Claims/Payroll $1,946,160 &amp; $1,042,184</td>
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<td>90.4A</td>
<td>Lake Ballinger Committee</td>
<td>Appointed Councilmember Utter</td>
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<td>90.4B</td>
<td>Recreation Center - Approval of Project Plan, Business Plan &amp; Construction Funding Plan - Next Implementation Steps</td>
<td>Approved Both Motions</td>
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<td>90.4C</td>
<td>Executive Session</td>
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CITY OF LYNNWOOD
ADMINISTRATIVE SERVICES DEPARTMENT

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Date</th>
<th>Item</th>
<th>Department Contact</th>
<th>Council Action</th>
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<tr>
<td>Work Session</td>
<td>7/21/2008</td>
<td>Candice Henderson/Marty Manego</td>
<td>Discuss</td>
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**TITLE:** Approve: Inter-Govermental Purchasing Agreement with State of Washington

**ACTION:**
Authorize the Mayor to sign a two (2) year agreement with the Department of General Administration in which the City of Lynnwood will continue to be a Cooperative Member. The cost is $4,000.00 for two (2) years and will be invoiced quarterly. The Department of General Administration has based this amount on the City’s 2006 Operational Fund.

**BACKGROUND:**
Various City departments use the state contracts to conduct city business. These contracts have been publicly bid and have the potential to save the City money and time.

**ADMINISTRATION RECOMMENDATION:**
Approve the two (2) year agreement which will expire on December 31, 2009.

**DOCUMENT ATTACHMENTS:**
InterGovernmental Cooperative Agreement 2008-2010
Candice Henderson

From: Spain, Frank (GA) [FSpain@GA.WA.GOV]
Sent: Thursday, May 22, 2008 11:50 AM
To: Candice Henderson
Subject: RE: Purchasing Cooperative Membership Fee

'Expenditures' is an Auditor phrase. You may also know it as Operational Fund. Essentially; the funds required for the city to do business everyday. Let me show you what I have to use: I would use; $54,302.7 - $3271.5 - $1339.9 = $49,691,300. Bringing your fee to: $4,000 for two years. (12/31/08)

5/22/2008
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<th>2006</th>
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<td>Transportation</td>
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<td>1,604.2</td>
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<td>All Other</td>
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<td><strong>Total Expenditures</strong></td>
<td>52,772.8</td>
<td>53,504.1</td>
<td>54,302.0</td>
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<tr>
<td>Operating Transfers-Out</td>
<td>3,589.7</td>
<td>1,344.5</td>
<td>1,424.0</td>
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<tr>
<td><strong>Total Uses</strong></td>
<td>56,362.5</td>
<td>54,848.6</td>
<td>55,726.0</td>
</tr>
</tbody>
</table>

This report is not intended to be a financial statement and does not include Non-Revenues/Expenditures or Other Financing Sources/Uses. Due to rounding, subtotals and totals may not foot exactly to report detail amounts.

Printed Date: 5/22/2008
Frank Spain
Customer Service Specialist
Office of State Procurement
Department of General Administration
Ph: 360/902-7415, Fx: 360/586-2426
Mailstop: 4-1017
email: fspain@ga.wa.gov

What did YOU do for Your community today?

From: Candice Henderson [mailto:chenderson@ci.lynnwood.wa.us]
Sent: Thursday, May 22, 2008 11:24 AM
To: Spain, Frank (GA)
Subject: RE: Purchasing Cooperative Membership Fee

Is the annual expenditure amount what we spend on everything for the year or just what we spend on state contracts? I don't have access to our financial reports so I have no idea what box to check on the form. Any help is appreciated.

From: Spain, Frank (GA) [mailto:FSpain@GA.WA.GOV]
Sent: Thursday, May 22, 2008 10:42 AM
To: Candice Henderson
Subject: RE: Purchasing Cooperative Membership Fee

Good Morning!

I'm glad you wrote; I was just about to call your office. The great City of Lynnwood has been a Coop member for log time.

An e-mail w/ instructions went out in December to: nwoods@ci.lynnwood.wa.us. Then a hard letter was mailed in March. I've attached the new Inter-Local Agreement that I need to activate your account, and begin quarterly invoicing.
And below is the actual letter w/ links to the contracts members are eligible for. Per the instructions, I can now accept a scanned PDF copy of the hand-signed agreement. I'll activate your account as soon as I have the 3-pg 'contract'.

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5/22/2008
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1. Please download the appropriate contract via the link below.
2. There is no Renewal form. You must click on "Join The Coop" to download a new inter-local agreement, regardless of prior membership.
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http://www.ga.wa.gov/pca/spc.htm - link for Poli-Subs / Non-Profits to join the coop.

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There are many ways to save time & funds: vehicles, carpet, paint, building materials, tractors/backhoe, lawn & grounds, 2-way radios, radar, rescue equipment, environmental consulting, generators, refrigeration, bread, dairy, lighting, office equipment, furniture, linen & laundry, batteries, fuel, and tires. AND, using state contracts fulfills your bid requirements; because the state has already completed that process.

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Remember that your organization will also have access to over 100 Oregon contracts as well. To view and access Oregon contracts; please contact: Nancy Ahlbin, (503) 378-2497 Nancya.ahlbin@state.or.us. Please contact me if I can clarify any questions.

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Frank,

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Candice Henderson
Buyer
City of Lynnwood
VM: (425) 670-5166
Fax: (425) 778-5632
Email: chenderson@ci.lynnwood.wa.us

Please note my new phone number!

5/22/2008
**PURCHASING DEPARTMENT**
**CONTRACT ROUTING**

**ORIGINATOR:** Candice Henderson  
**DATE:** July 29, 2008

- URGENT Please return to: Candice Henderson by (date):  
- Requisition Attached. (Mayor already signed)

**Questions? Call Candice Henderson at x 5166**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>NAME</th>
<th>INITIAL</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td>Purchasing Dept.</td>
<td>Marty Manegold, Purchasing Manager</td>
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<td></td>
<td>☑ Contract review required.</td>
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<tr>
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<tr>
<td>Director</td>
<td></td>
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<td></td>
<td>☐ Signature required</td>
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<td>City Attorney</td>
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<td>☐ City Attorney approval needed.</td>
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<td>Mayor</td>
<td>Mayor Don Gough</td>
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<td></td>
<td>☑ Mayor authorization required.</td>
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<td></td>
<td>☐ Mayor authorization not required.</td>
<td></td>
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<tr>
<td>Finance</td>
<td>John Moir, Finance Director</td>
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<tr>
<td></td>
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<tr>
<td></td>
<td>☐ Route to Clarice if requisition is for Info Systems items.</td>
<td></td>
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</tr>
<tr>
<td>Return to:</td>
<td>☐ Candice Henderson, Purchasing</td>
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</table>

**Vendor:** State of Washington General Administration  
**Description:** Inter-Governmental Cooperative Purchasing Agreement for Public Agencies

**Requesting Department:** Purchasing

**Dollar Amount:** $4,000.00 for two years. January 1, 2008 through December 31, 2009.

**Date Approved by Council:** July 28, 2008  
☑ If approved by Council, attach Council memo.

**Attachments (if any):** ☐ Insurance    ☐ Attorney Approval    ☐ Contract History Form

**COMMENTS:**

**Contract Signature Requirements:**

- ☐ Supplies & Equipment below $35,000  
- ☐ Professional Services below $7,500  
- ☐ Maintenance Contracts below $10,000  
- ☐ Public Works below $35,000-multiple trade  
- ☐ Public Works below $20,000-single trade  
- ☐ Settlement Agreement below $50,000  
- ☐ Routine Agreements below $10,000  
- ☐ Emergency Reqs that would otherwise need Council.  
- ☐ Interlocal Purchasing Agreements  
- ☐ Small Amendment/Change Orders: cumulative total less than 10% or original contract did not require Council. No City Attorney or Finance Director signature needed.

- ☐ Supplies & Equipment above $35,000  
- ☐ Professional Services above $7,500  
- ☐ Maintenance Services above $10,000  
- ☐ Public Works multiple trade above $35,000  
- ☐ Public Works single trade above $20,000  
- ☐ Settlement Agreements above $50,000  
- ☐ Routine Agreements above $10,000  
- ☐ Interlocal Agreements  
- ☐ Blanket PO’s over $35,000 (annual approval in January)  
- ☐ Large Amendments/Change Orders: cumulative total exceeds 10% and original contract required Council approval. No City Attorney or Finance Director signature needed.
March 2008

LYNNWOOD CITY OF
PO Box 5008
LYNNWOOD WA 98046 5008

Dear Purchasing/Business Manager:

We have some important news about your State Purchasing Cooperative membership fee. Beginning in 2008, a membership fee will now pay for a two-year term.

The new membership will start January 1, 2008 and run through December 31, 2009. Only first-time members may receive a pro-rated fee, and only at the discretion of General Administration’s Office of State Procurement.

We are making this change to reduce our administrative costs, so that we can maintain the current fee rate, which hasn’t gone up since 1995.

Prior to making this change, we surveyed our members to find out if a two-year membership fee would be a financial burden. Most members said it would not be a concern.

You will receive a quarterly invoice for your membership fee over the term of the agreement.

The benefits of being a purchasing cooperative member have not changed. As one of more than 700 cooperative members, your collective buying power allows us to negotiate substantial savings on contracts for goods and services. Members also save time on the purchasing process, so you can focus on your other work.

Government members have access to more than 300 contracts. Non-profit members have access to more than 190 contracts.

**How to Join / Renew:**

1) Please download the appropriate contract via the link below.
2) Complete in ink all required entries on page 3.
3) Mail the original to the address on page 3. You may also send a scanned copy of the signed agreement via e-mail. Please scan in PDF format, and e-mail to: fspain@ga.wa.gov

4) Once we have your completed agreement, we will activate your account.

5) We will verify your annual expenditures as reported in your last financial audit.

6) The General Administration Finance Office will begin sending a quarterly invoice via the e-mail account you list on the agreement. The invoice will reflect the two-year membership. The fee is still based on your annual expenditures, less debt service and inter-fund transfers.

7) Once verified, I will sign the agreement and fax or e-mail a copy of page 3 with the Co-op Manager’s signature for your records.

8) It is the member’s responsibility to file a copy of the Inter-Local Agreement with your auditor. Please retain a second copy for your records.

9) Not-For-Profit organizations: Please include your proof of 501(c) (3) status, and Secretary of State’s certificate. Please include a summary page(s) that shows your annual expenditures, debt service (interest and principal) and any inter-fund transfers. Please don’t forget to note your government funding sources on page 1.

Links to renew/join the State Purchasing Cooperative:
- Political Subdivisions (includes schools and fire departments) and Not-For-Profit organizations: http://www.ga.wa.gov/pca/spc.htm
- Renewing members: http://www.ga.wa.gov/purchase/search-contracts.htm

This message is being sent now because some of our members did not receive the original email message in December 2007.

For more information about the two-year membership fee, please contact Frank Spain at (360) 902-7415 or fspain@ga.wa.gov.

Thank you for being a member of the General Administration State Purchasing Cooperative Program.

Sincerely,

Frank Spain
State Purchasing Coop Manager
(360) 902-7415
fspain@ga.wa.gov
Purchasing Department
Contract Routing

Originator: Candice Henderson
Date: June 2, 2008

URGENT Please return to: Candice Henderson by (date):

Requisition Attached. (Mayor already signed)

Questions? Call Candice Henderson at x 5166

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<th>Date</th>
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<tbody>
<tr>
<td>Purchasing</td>
<td>Marty Manegold, Purchasing Manager</td>
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Requesting Department: Purchasing

Dollar Amount: $4,000.00 for two years. January 1, 2008 through December 31, 2009.

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<th>Mayor Authorization</th>
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<td>Supplies &amp; Equipment below $35,000</td>
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Sent: Thursday, May 22, 2008 11:37 AM
To: Candice Henderson
Subject: RE: Purchasing Cooperative Membership Fee

Just remind everybody that there's a lot of contracts to save money on. Some folks only focus on the big ticket items, and forget the rest. I figure if you're going to join; milk it!!

Call me if you need anything!

F

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Ph: 360/902-7415, Fx: 360/586-2426
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To: Spain, Frank (GA)
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Hi Frank,

Thanks for sending this information. Nancy Woods doesn't work here anymore so that's why we never received the email, only the mailed copy. I'll talk with the my manager when she gets out of a meeting this morning. I believe our mayor will have to sign this. Will be in touch.

Candice

From: Spain, Frank (GA) [mailto:FSpain@GA.WA.GOV]
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To: Candice Henderson
Subject: RE: Purchasing Cooperative Membership Fee

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Please note my new phone number!

5/22/2008
Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the “Office of State Procurement” or “OSP”), and the following named municipal corporation or political subdivision of the State of Washington, or political subdivision of another state, **City of Lynnwood** (hereinafter called the “political subdivision”) hereby enter into this Intergovernmental Purchasing Agreement (hereinafter called the “Agreement”), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

1. The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the political subdivision, to the extent permitted by law and agreed upon by both parties. The political subdivision accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the political subdivision.

2. The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a website established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.

3. When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of political subdivision(s), the political subdivision may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington. Purchases by the political subdivision may be made by a purchase order issued by the political subdivision to the state contractor. The political subdivision accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP.

4. The political subdivision reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.

5. This Agreement shall be effective on the later of the two signature dates appearing below, and shall continue in force until canceled in writing by either party.
(6) In the event that either the Office of the State Procurement or the political subdivision is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.

(7) The political subdivision agrees to use only contracts available to the political subdivisions, and only in accordance with those contract terms and conditions. The political subdivision further agrees that all purchases from OSP contracts will be made only for the direct use of the political subdivision’s programs and will not be made on behalf of other jurisdictions (political subdivisions).

(8) The Office of State Procurement is required by statute to recover the costs of administration of its contracts. The Subscription Fee Schedule illustrates the fee structure which is based on the total organization budget. This subscription fee is due upon subscribing for the first year of membership and by January 31 of each year thereafter. Subscription term is January through December. The political subdivision agrees to pay the annual subscription fee as a part of this Agreement.

(9) OSP may from time to time make changes to this table in either the expense categories or fees, which will be effective with the very next subscription period.

**Subscription Fee Schedule**

<table>
<thead>
<tr>
<th>Expenses of more than</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>$3,000,001</td>
<td>$500.00</td>
</tr>
<tr>
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<td>$4000.00</td>
</tr>
<tr>
<td>$150,000,001 and over</td>
<td>$5000.00</td>
</tr>
</tbody>
</table>

(10) The State Auditors’ most recently published Local Government Comparative Statistics report will be used as the authoritative document to resolve any issues regarding total expenses. Where a political subdivision is not reported separately in that document, the most recently approved budget will be used.

(11) In addition to the subscription fee, the political subdivision will pay $85.00 per vehicle ($75.00 if ordering through the Internet) for each vehicle purchased from the state vehicle contract. Payment will be made to the contractor unless otherwise directed by the Office of State Procurement.
(12) In addition to established contracts, custom contracting and procurement services are available for a predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.

(13) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.

(14) Political subdivisions shall be responsible for filing a copy of this agreement with its county auditor's office or the auditor's office in Thurston County, Washington.

(15) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.080. Similarly, by its signature below, the political subdivision confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.080.

Please return by mail with payment to: State of Washington
PAF-Pol/Subs Fund 425 04 20 000214
303 General Administration Bldg.
P.O. Box 41008
Olympia, WA 98504-1008
Intergovernmental Cooperative
Purchasing Agreement for
Political Subdivisions
Page 4

OSP has assigned you customer number, _____________. Please provide this number when ordering from contracts or communicating with OSP. (Completed by OSP, will be returned to you in executed copy)

Organization contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Name: Nancy Woods
Address: PO Box 5008
City, St. Zip: Lynnwood WA 98046-5008
Phone Number: 425 670 6602
Federal Id #: __________________________
FAX Number: 425 778 5632
Email Address: nwoods @ ci.lynnwood.wa.us

The undersigned understands and agrees to the terms and conditions of this agreement and attests that the expense/budget category checked above is true and correct.

Political Subdivision Authorized Signature: Applicant must provide an authorized signature.

Name: Nancy Woods, Contracts & Purchasing Manager
Address: PO Box 5008, Lynnwood WA 98046-5008
Phone Number: 425 670 6602
Date: Dec. 20, 2004

What is the most significant reason for joining the State Purchasing Cooperative?
Specific Contracts
How did you hear about the State Purchasing Cooperative?
Trade Show ☐ Customer Service Visit ☐ Procurement Staff ☐
Other (please specify) __________________________________________

Office of State Procurement Authorized Signature:

Name: Gene Mitchell
Date: 11/30/04


STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
OFFICE OF STATE PROCUREMENT
Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
http://www.ga.wa.gov/proc.htm

STATE OF WASHINGTON
INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT FOR
POLITICAL SUBDIVISIONS

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, hereinafter called the ("Office of State Procurement" or "OSP"), and the following named municipal corporation or political subdivision of the State of Washington, and any political subdivision of another state, hereby agrees to cooperative governmental purchasing upon the following terms and conditions:

(1) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, also agrees to contract on behalf of the political subdivision, to the extent permitted by law and agreed upon by both parties. The political subdivision accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the political subdivision.

(2) When the Office of State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of political subdivision(s), the political subdivision may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington. Purchases by the political subdivision may be made by a purchase order issued by the political subdivision to the state contractor. The political subdivision accepts full responsibility for payment for any goods or services purchased from contracts negotiated by OSP with private vendors or purchased directly from OSP.

(3) The political subdivision reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.

(4) This Agreement shall continue in force until canceled in writing by either party.

(5) In the event that either the Office of State Procurement or the political subdivision is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished agency, except as canceled or modified by operation of law.

(6) The undersigned agrees to use only contracts available to political subdivisions, and only in accordance with contract terms and conditions. The undersigned further agrees that all purchases from state contracts will be made only for the direct use of their political subdivision programs and will not be made on behalf of other jurisdictions (political subdivisions).
Intergovernmental Cooperative
Purchasing Agreement for
Political Subdivisions
Page 2

The Office of State Procurement is required by statute to recover the costs of administration of its contracts. The Subscription Fee Schedule illustrates the fee structure which is based on the total organization budget. This subscription fee is due upon subscribing for the first year of membership and by January 31 of each year thereafter. Subscription term is January through December. The undersigned agrees to pay the annual subscription fee as a part of this agreement.

OSP may from time to time make changes to this table in either the expense categories or fees which will be effective with the very next subscription period.

Subscription Fee Schedule

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<th>Expenses of less than</th>
<th>Annual Fee</th>
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In addition to the subscription fee, the political subdivision will pay $85.00 per vehicle for each vehicle purchased from the state vehicle contract. Payment will be made to the contractor unless otherwise directed by the Office of State Procurement.

In addition to established contracts, custom contracting and procurement services are available for a predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.

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PO Box 41008
Olympia WA 98504-1008
Intergovernmental Cooperative
Purchasing Agreement for
Political Subdivisions
Page 3

OSP has assigned you customer number, Please provide this number when ordering from contracts or communicating with OSP.

Organization contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Name: __________________________

Address: _________________________

Phone Number: ____________________

Federal Id #: ______________________

FAX Number: ______________________

Internet Address: __________________

The undersigned understands and agrees to the terms and conditions of this agreement and attests that the expense/budget category checked above is true and correct.

Political Subdivision Authorized Signature:

Name: __________________________

Address: _________________________

Phone Number: ____________________

Date: ____________________________

Office of State Procurement Authorized Signature:

Name: __________________________

Date: _____________________________
INTERLOCAL JOINT PURCHASING AGREEMENT

This agreement is between Island County Emergency Services Communications Center (hereinafter referred to as "I-COM") 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 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 purchase 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 acquisitions. 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.

    ADOPTED this ______ day of ________________________, 19____

    ATTEST:
State of Washington
Office of State Procurement

Broadcast Message #228
May 21, 1999


CONTRACT INFORMATION

**New Contracts**
02299 WSDOT Aerial Photo Aircraft Services (WSDOT) 4/1/99 – 3/31/01
03099 Information Imaging Supplies: Ribbons and Ink Jet Cartridges (ALL) 6/3/99 – 5/31/00

**Extensions**
01195 Tires, New (ALL) 6/15/99 – 12/31/99
06497 Pest Control Services, General Administration, Thurston County 7/6/99 – 7/6/01
06795 Supplemental Emergency Vehicle Signaling Device (Multi-Direction Signal Light System) (ALL) 7/15/99 – 7/14/00
08494 Building Material, Western Washington (DOC, DNR) 1/1/99 – 12/31/99

**Actions**
01595 Tank Wagon Bulk Fuels (ALL) 7/1/99 – 6/30/99 provide pricing update for 5/18/99 – 5/24/99 and add new locations
04199 Detergent, Household Dishwashing & Laundry (ALL) 4/1/99 – 3/31/01 add item to Lever Industrial’s portion of the contract effective 5/17/99
05896 Fuels, Truck and Trailer Bulk (ALL) 4/1/98 – 3/31/00 provide pricing update for 5/18/99 – 5/24/99
06596 Stamps Made To Order (ALL) 1/1/99 – 12/31/00 price increases and Notification that Mastermark will accept Visa purchasing cards for payment
07795 Micrographic Reader/Printer Supplies (ALL) 2/1/99 – 8/31/99 correct typo price category C, item 1 should be $77.00 not $73.00
10796 Electronic Supplies – User Call (ALL) 2/2/99 – 2/1/01 remove Radar Inc. as a vendor from contract
12993 Survey Equipment (ALL) 12/6/98 – 12/5/99 addition of Nesco Supply, Distributor for Leica for Walla Walla, Cowlitz, Clark, Skamania & Klickitat Counties
14098 Travel, Discount Air (State Agencies, Higher Ed, and Institutions) 1/1/99 – 12/31/99 automatic fare adjustments, effective 7/1/99

**Terminations**
06293 Pest Extermination (DSHS - Medical Lake) Expires 6/30/99
06693 Commercial Video Equipment, Service and Maintenance (WSDOT – Trip Division) expires 5/31/99

Washington State Department of General Administration
Office of State Procurement, PO Box 41017, Olympia, WA 98504-1017

The Department of General Administration provides equal access to its programs, services and employment for all people without regard to race, religion, national origin, sex, gender, sexual orientation, marital status, disability, Vietnam veteran status, or disabled veteran status. To request this information in alternative formats call (360) 902-7400, or TDD (360) 866-3799.
AGREEMENT

WHEREAS, the Department of General Administration of the State of Washington is Authorized by RCW 43.19.1919 to sell surplus personal property; and

WHEREAS, the City of Lynnwood (hereinafter referred to as City of Lynnwood) is authorized to sell surplus personal property; and

WHEREAS, the Department of General Administration has the facilities and personnel to sell surplus personal property; and

WHEREAS, sales/auctions are regularly scheduled at the Surplus Property Yard, 2401 C Street SW, Auburn, WA 98001,

THEREFORE, it is agreed pursuant to the terms of RCW 39.34.080, that;

1. The State of Washington, Department of General Administration, Surplus Property, hereinafter referred to as the State, agrees to sell, as agent for City of Lynnwood, items declared surplus and turned over to the State for disposal.

2. In consideration for the services provided by the State, City of Lynnwood hereby agrees to:
   a). EQUIPMENT (seds, pickups, station wagons, vans): Pay 7.5% of the sale price for each vehicle sold;
      EQUIPMENT: for each item of equipment sold: Pay 7.5% of the sale price with a $100.00 minimum and a $900.00 maximum charge.
   b). Accept the high bid received at sale or auction. Vehicles with a minimum bid WILL NOT BE ACCEPTED.
   c). Deliver vehicle to the sale site prior to sale date.
   d). Transmit titles to the State with a letter of transmittal at least four weeks prior to sale date.
   e). Provide detailed information concerning the condition of the vehicle, to the State at time the titles are transmitted.
   f). Provide tires for vehicle, including the spare, if any, that conform to the requirement of RCW 46.37.423.
   g). Provide a statement that the mileage shown on the vehicle's odometer is correct.
   h). Save and hold harmless the State of Washington, Department of General Administration, its officers, employees, and agents (including the auctioneers) from and against, any and all claims arising from the sale transaction, either before, during, or after the sale, including but not limited to, claims of governmental agencies concerning the vehicle, claims made by the buyer or others based on faulty, damaged, missing or otherwise unsatisfactory parts or components, and claims for damage to property or injury to persons resulting from use of the vehicle.

3. The State of Washington agrees to sell the equipment, collect payment from the buyer, and reimburse the owning agency proceeds of sale less the seven and a half per cent (7.5%) fee, and an auction prep charge (wash & vacuum) of $15.

4. If for any reason, City of Lynnwood accepts return of the vehicle from the buyer, the selling cost shall not be returned.

[Signatures]

State of Washington  Darrell Green
City of Lynnwood

[Address]

Lynnwood  WA  98048

Tax ID# or Soc. Sec. # 91-6015840

"Pre-Sales" OK __

Auction only __

5008
AGREEMENT

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   a). VEHICLES (sedans, pickups, station wagons, vans): Pay 7.5% of the sale price for each vehicle sold;
   EQUIPMENT: for each item of equipment sold: Pay 7.5% of the sale price with a $100.00 minimum and a $900.00 maximum charge.
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[Signature]
State of Washington
Darrell Green

[Signature]
city of Lynnwood
Agency

[Signature]
Agency Signature (print name also)

PO Box 5008
Address

Lynnwood WA 98048
City State Zip Code
November 14, 2011

TO: Current Washington State Purchasing Co-op (Co-op) Members

FROM: Chris Cantrell, Co-op Program Coordinator

SUBJECT: 2012 Membership

Thank you for being a member of the Washington State Purchasing Cooperative (Co-op) Program. In 2011, GA became part of the Department of Enterprise Services (DES) which now oversees the Co-op program.

The Co-op program is undergoing a re-evaluation period as DES considers what changes may need to be made in order to include the full range of opportunities afforded by the new agency. During this time, you can choose to extend your 2010-2011 Co-op membership for an additional year at the same yearly membership rate. Attached to this letter is an amendment that will extend your current agreement for the duration of calendar year 2012, or until the Co-op program undergoes such a change that a new agreement becomes necessary.

To continue your membership in the Co-op, please sign both the enclosed amendments and return to the address below by December 30, 2012.

Department of Enterprise Services
Attn: Chris Cantrell, Co-op program
PO Box 41017
Olympia, WA 98504-1017

The benefits of being a purchasing cooperative member have not changed. Members still have access to hundreds of state contracts.

For more information about the Co-op program or its membership, go to: http://www.ga.wa.gov/PCA/spc.htm.

For questions about the program send email to Coop@ga.wa.gov or call Chris Cantrell at 360.407.9396.
Great State Contracts for Co-op Members

- **Charge Card Services- #03907**
  - Purchasing cards for purchasing goods and services, Travel cards, and One Card programs available:

- **Food Umbrella Contract- #06006**
  - Frozen, chilled, canned, dry, bulk, bakery, produce, and more

- **Multifunctional Document Devices- #03706**
  - Multifunctional document devices, stand-alone and networked

- **Fuel: Bulk and Keep-Full/Will-Call- #00311**
  - Delivered Fuel in both bulk and keep full / will call services.

- **Office Supplies, Toner, and Paper (Desktop)- #09205**

- **WSCA Janitorial Products and Other**
  - Janitorial products with dispensers, service, testing, and training

- **Personal Service Master Contract- #32206**
  - This contract is for personal services including management, consulting-
    environmental, financial, performance audit & educational, customer survey,
    contract CPA, and professional real estate consulting services

- **Vehicles- New**
  - In-stock contract vehicle list
  - Online ordering tool

**Many Other Contracts:** Co-op members have access to great prices on floor coverings, furniture, plumbing supplies, HVAC supplies, playground equipment, auto parts, tires, custom stamps, lamps and ballasts, man-lifts, and more. This is just a sampling of the many products and services state contracts have to offer.

Go to [http://www.ga.wa.gov/Purchase/contracts.htm](http://www.ga.wa.gov/Purchase/contracts.htm) for more information on these and other contracts.

**Useful Links**

Current coop member list:

State contract search tool:

https://fortress.wa.gov/ga/inet/servlet/PCACoopListSy

http://www.ga.wa.gov/purchase/search-contracts.htm
Cover Memo for
Contract/Requisition/Purchase Order
Routing Requests
(Required by the Mayor’s Office)

Date: 12/07/11
From: Candice Henderson
Department: Purchasing and Contracts Division

The Mayor’s Office receives numerous requests to approve contracts, requisitions and purchase orders. To efficiently process departmental requests, the Mayor would like a cover memo that answers the questions below to be attached to each item requesting his approval. Please be concise in your answers and don’t edit or change the questions.

1. What is it? In plain layman’s terms, describe simply and clearly what it is you want the Mayor to approve.
   
   An amendment to the Intergovernmental Co-op Agreement. The Washington State Department of General Administration changed their name to Department of Enterprise Services and to extend the agreement through December 31, 2012.

2. How much is the cost, if applicable? If a grant, what matching money is required by the City?
   
   $2,000.00 for year 2012. We are invoiced quarterly at $500.00 per quarter. Payments will not be made until 2012

3. If applicable, what is the source of funds paying for it? How much of it is General Fund money?
   
   0112300.51840.4902. General Fund

4. What is the specific budget line item and how much is remaining in the budget line item BEFORE the requested item is approved?

   $120.00 remain in the fund for 2011. $2,450.00 has been allotted for 2012.

5. How critical is it for the Mayor to approve the requested item and what are the consequences of NOT APPROVING it?

   The City utilizes many state contracts to conduct City business. These contract have been publicly bid and have the potential to save the City money and time.

Rev. 05.19.11
## City of Lynnwood Routing Form

**ORIGINATOR:** Candice Henderson  
**Extension:** 5166  
**DATE:** December 7, 2011

<table>
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<th>TITLE</th>
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<th>INITIAL</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Purchasing and Contracts Division</td>
<td>Marty Manegold, Purchasing and Contracts Manager</td>
<td>Mm</td>
<td>12/7/1</td>
</tr>
</tbody>
</table>

**Project Mgr**

**Director**

**City Attorney**
- Review and approval required
- Attorney approval not required. – Standard Agreement

**Mayor**
- Mayor Don Gough
- Mayor authorization IS required
- Mayor authorization IS NOT required.

**Finance**
- Lorenzo Hines, Finance Director

**Return to:**
- Candice Henderson

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**Vendor Name:** Washington State Department of Enterprise Services (DES)

**Description:** This is an amendment to the Intergovernmental Co-op Agreement which will change their name from Department of General Administration to Department of Enterprise Services. It also extends the agreement through 2012 or until the DES Co-op program undergoes such a change that new agreement becomes necessary.

**Requesting Department:** Purchasing and Contracts Division

**Dollar Amount:** $2,000.00 for year 2012.

**Attachments (if any):**
- Insurance Certificate
- Requisition

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**COUNCIL APPROVAL**

- Council Approved (Attach Council Summary)
- Council Approval Not Required

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**Contract Signature Requirements**

<table>
<thead>
<tr>
<th>Mayor Signature Required (unless delegated)</th>
<th>Council and Mayor Authorization Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Supplies/ Equipment between $10,000 and $50,000</td>
<td>☐ Supplies and Equipment above $50,000</td>
</tr>
<tr>
<td>☐ Professional Services below $10,000</td>
<td>☐ Professional Services above $10,000</td>
</tr>
<tr>
<td>☐ Maintenance and/or Services below $10,000</td>
<td>☐ Maintenance and/or Services above $10,000</td>
</tr>
<tr>
<td>☐ Routine Agreements below $10,000</td>
<td>☐ Routine Agreements above $10,000</td>
</tr>
<tr>
<td>☐ Lease Agreements below $10,000</td>
<td>☐ Lease Agreements above $10,000</td>
</tr>
<tr>
<td>☐ Public Works below $50,000</td>
<td>☐ Public Works multiple trade above $50,000</td>
</tr>
<tr>
<td>☐ Settlement Agreement below $50,000</td>
<td>☐ Settlement Agreements above $50,000</td>
</tr>
<tr>
<td>☐ Requisitions for declared emergency that would otherwise need Council approval.</td>
<td>☐ Interlocal Agreements</td>
</tr>
<tr>
<td>☑ Interlocal Purchasing Agreements</td>
<td>☐ Large Amendments/Change Orders: cumulative total exceeds 10% and original contract required Council approval. No City Attorney or Finance Director signature needed.</td>
</tr>
</tbody>
</table>

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*All dollar amounts are excluding sales tax and including freight if applicable.*

Routing Form – General  
5.3.11
AGREEMENT

WHEREAS, the Department of General Administration of the State of Washington is Authorized by RCW 43.19.1919 to sell surplus personal property; and

WHEREAS, the City of Lynnwood (hereinafter referred to as City of Lynnwood) is authorized to sell surplus personal property; and

WHEREAS, the Department of General Administration has the facilities and personnel to sell surplus personal property; and

WHEREAS, sales/auctions are regularly scheduled at the Surplus Property Yard, 2401 C Street SW, Auburn, WA 98001,

THEREFORE, it is agreed pursuant to the terms of RCW 39.34.080, that;

1. The State of Washington, Department of General Administration, Surplus Property, hereinafter referred to as the State, agrees to sell, as agent for City of Lynnwood, items declared surplus and turned over to the State for disposal.

2. In consideration for the services provided by the State, City of Lynnwood hereby agrees to:
   a). VEHICLES (sedans, pickups, station wagons, vans): Pay 7.5% of the sale price for each vehicle sold;
   b). EQUIPMENT: for each item of equipment sold: Pay 7.5% of the sale price with a $100.00 minimum and a $900.00 maximum charge.
   c). Accept the high bid received at sale or auction. Vehicles with a minimum bid WILL NOT BE ACCEPTED.
   d). Deliver vehicle to the sale site prior to sale date.
   e). Transmit titles to the State with a letter of transmittal at least four weeks prior to sale date.
   f). Provide detailed information concerning the condition of the vehicle, to the State at time the titles are transmitted.
   g). Provide a statement that the mileage shown on the vehicle's odometer is correct.
   h). Save and hold harmless the State of Washington, Department of General Administration, its officers, employees, and agents (including the auctioneers) from and against, any and all claims arising from the sale transaction, either before, during, or after the sale, including but not limited to, claims of governmental agencies concerning the vehicle, claims made by the buyer or others based on faulty, damaged, missing or otherwise unsatisfactory parts or components, and claims for damage to property or injury to persons resulting from use of the vehicle.

3. The State of Washington agrees to sell the equipment, collect payment from the buyer, and reimburse the owing agency proceeds of sale less the seven and a half per cent (7.5%) fee, and an auction prep charge (wash & vacuum) of $15.

4. If for any reason, City of Lynnwood accepts return of the vehicle from the buyer, the selling cost shall not be returned.

State of Washington

Darrell Green

City of Lynnwood

Agency

Agency Signature (print name also)

PO Box 5008

Address

Lynnwood WA 98048

City State Zip Code

Pre-Sales OK

Auction only

Tax ID# or Soc. Sec. # 91-6015840
February 9, 2001

City of Lynnwood
Tina Roberts
19100 - 44th Ave West
Lynnwood Wa 98046

Dear Ms Roberts,

I would like to take this opportunity to thank you for utilizing the state surplus facility to assist you in disposing of your agencies vehicles and equipment. Hopefully we have been able to provide a level of service that meets your needs in handling surplus disposal. This past year over 1100 items sold at auction with sales in excess of $3,300,000.

This coming year will see our operation move from the Fife facility to the GSA compound in Auburn. We are anticipating a smooth transition to the new location over the next three months, with full occupancy by April 1. The last Fife vehicle auction is scheduled for March 17, with our first sale in Auburn set for May 19. We look forward to providing you a level of service at our new location that continues to meet or exceed your expectations.

In addition to sales at auction, we also offer vehicle and equipment sales to eligible agencies prior to auction. If you are not familiar with this segment of our surplus operation, these “presales” afford all political subdivisions the opportunity to stretch their budget dollars by purchasing turn-ins from other agencies. For additional information, check out our web site: www.ga.wa.gov/surplus. If you want your items to be considered for presale, please check the “presales OK” line on the attached agreement.

Please complete the enclosed agreement and return one copy to our office. This new agreement reflects our new address and does not contain an expiration date. Also enclosed is a copy of the auction schedule for 2001. To ensure space availability in a particular sale, remember to submit paperwork promptly, and deliver items to the sale yard in a timely manner.

If you have any questions, please feel free to contact me at 253-597-3734.

Sincerely;

Darrell Green
Auction Manager

Enclosures
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   d). Deliver vehicle to the sale site prior to sale date.
   e). Transmit titles to the State with a letter of transmittal at least four weeks prior to sale date.
   f). Provide detailed information concerning the condition of the vehicle, to the State at time the titles are transmitted.
   g). Provide tires for vehicle, including the spare, if any, that conform to the requirement of RCW 46.37.423.
   h). Provide a statement that the mileage shown on the vehicle's odometer is correct.

3. The State of Washington agrees to sell the equipment, collect payment from the buyer, and reimburse the owning agency proceeds of sale less the seven and a half per cent (7.5%) fee, and an auction prep charge (wash & vacuum) of $15

4. If for any reason, City of Lynnwood accepts return of the vehicle from the buyer, the selling cost shall not be returned.

Tax ID# or Soc. Sec. # 91-6015840

"Pre-Sales" OK

Auction only

State of Washington
Darrell Green

City of Lynnwood
Agency

Agency Signature (print name also)

PO Box 5008
Address

Lynnwood WA 98048
City State Zip Code
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'Pre-Sales' OK

Auction only

Dee March
State of Washington

Darrell Green

City of Lynnwood
Agency

Agency/Signature
(print name also)

P.O. Box 5008

Address

Lynnwood WA 98044

City State Zip Code
STATE OF WASHINGTON
2001 AUCTION SCHEDULE

January 27
March 17
May 19
July 21
September 22
November 17

All dates are subject to change based on volume.