

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made and entered into this 6th day of June , 2006 between the City of Lynnwood ("Lynnwood") and the Fire District 1 ("joining agency.") Pursuant to 39.34, the Interlocal Cooperation Act, the parties agree to a cooperative purchasing agreement to cover (a) the purchase of various supplies, materials, equipment and services, using each other's competitively awarded contracts (b) using Lynnwood's Shared Small Works Roster for a list of eligible public work contractors; or (c) participating in Lynnwood's Shared Architects and Engineering Roster. Each of these three is available at the choice and option of the participating agency. Such use is not mandatory and no implication of mandatory use is intended through signing of this agreement, but instead this agreement is to permit the sharing of such services upon occasion and at such time as benefits the participating agencies. The parties agree to the following:

A. Supplies, materials, equipment and services

1. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
2. Each agency is independently responsible for compliance with all applicable laws and regulations governing its own purchases.
3. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement.
4. Each of the parties shall contract directly with the bidder, contractor, vendor supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

25. Each agency shall be independently responsible for any payments directly to the firm that is employed as a result of this Agreement.

26. 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.

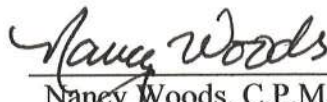
This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Accepted for Snohomish County Fire
District 1 :

Accepted for the City of Lynnwood:



James Kenny
Chair, Board of Commissioners



Nancy Woods, C.P.M.
Purchasing & Contracts Manager

6-6-06

Date

6-13-06

Date

