

RESOLUTION R- 4524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LYNNWOOD AND THE CITY OF KIRKLAND REGARDING COOPERATIVE PURCHASING AND PARTICIPATION IN THE USE OF A SHARED ARCHITECTS AND ENGINEERING ROSTER.

WHEREAS, the City of Lynnwood and the City of Kirkland desire to enter into a cooperative purchasing agreement regarding participation in a shared architects and engineering roster; and

WHEREAS, the City of Kirkland desires to participate in the shared small works roster in which the City of Lynnwood is the lead agency; and

WHEREAS, the City of Lynnwood and the City of Kirkland are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, The Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

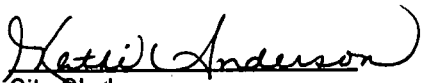
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City, a Cooperative Purchasing Agreement substantially similar to that attached as Exhibit A, which by this reference is incorporated into this Resolution, as though fully set forth herein.

Passed by majority vote of the Kirkland City Council in open meeting this 18th day of October, 2005.

Signed in authentication thereof this 18th day of October, 2005.

  
MAYOR

Attest:

  
City Clerk

Reso\Shared Arch and Eng Roster

**EXHIBIT A****COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_, 2005 between the City of Lynnwood ("City") and the City of Kirkland ("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, which 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 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 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.
11. This Agreement shall remain in force until terminated upon written notice by either party.

Accepted for City of Kirkland:

Accepted for the City of Lynnwood:

\_\_\_\_\_  
David Ramsay  
City Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Oskar Rey  
Assistant City Attorney