

RESOLUTION R-4979

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING CONTINUED PARTICIPATION IN THE STATE PURCHASING COOPERATIVE WITH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER CONTRACT USAGE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the City of Kirkland and Washington State Department of Enterprise Services seek to enter into an updated master contract usage agreement enabling the City of Kirkland to continue to purchase goods and services through the Department of Enterprise Services' purchase contracts; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Kirkland to enter into such a master contract usage agreement; and


WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

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 of Kirkland an agreement substantially similar to that attached as Exhibit "A", which is entitled "Master Contract Usage Agreement."

Passed by majority vote of the Kirkland City Council in open meeting this 4th day of June, 2013.

Signed in authentication thereof this 4th day of June, 2013.


MAYOR

ATTEST:


City Clerk



MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and City of Kirkland,
Entity Name

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

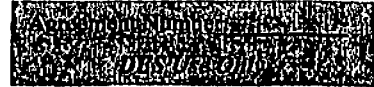
1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: <u>City of Kirkland</u>		
Tax Identification Number: <u>91-6001255</u>		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name: <u>Barry L. Scott</u>		
Title: <u>Purchasing Agent</u>		
Address: <u>123 5th Avenue</u>		
City: <u>Kirkland</u>	State: <u>WA</u>	Zip: <u>98033</u>
Phone Number: <u>425-587-3123</u>		
Email Address: <u>bscott@kirklandwa.gov</u>		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:

Email to: mcua@des.wa.gov OR Mail to: WA Dept of Enterprise Services
MCUA, Attn: Kris Gorgas
P.O. Box 41409
Olympia, WA 98504-1409

5. **Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.



- 6. **Compliance with Other Laws:** Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. **Master Contract Audits:** Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. **Dispute Resolution:** If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
- 9. **No Separate Entity:** No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. **Hold Harmless:** Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

Entity Name

Signature
Roselyn Marcus, Assistant Director

Name/Title

Date

CITY OF KIRKLAND

Entity Name

Signature
Kurt Triplett, City Manager

Name/Title

Date