

**RESOLUTION No. 37-2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,  
APPROVING A MASTER CONTRACT USAGE AGREEMENT WITH THE STATE OF  
WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES FOR STATE  
PURCHASING COOPERATIVE**

**WHEREAS**, the City of Omak has an amended agreement with the State Department of Enterprise Services (DES), through Resolution 61-2011 approved November 21, 2011, for the purpose of participating in the State Purchasing Cooperative from January 1, 2012 through December 31, 2012; and

**WHEREAS**, the DES, while in the process of reviewing all agency rates and simplifying contracting fees, extended that contract for six months from January 1, 2013, through June 30, 2013, at the same terms as currently written; and

**WHEREAS**, the DES has now developed a Master Contract Usage Agreement, effective the day of execution, and in full force until thirty (30) days after receipt of written notice from either party desiring to cancel the Agreement; and

**WHEREAS**, there is no cost to the City for the Agreement and all other previous terms and conditions of the contract remain in full force and effect; and

**WHEREAS**, it is to the benefit of the City of Omak to continue participating in the State Purchasing program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, that the Master Contract Usage Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved. The Mayor is authorized to execute and the Clerk is authorized to attest said Agreement on behalf of the City.

**PASSED BY THE CITY COUNCIL** this 17th day of June, 2013.

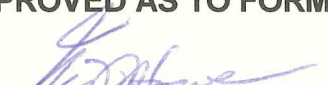
**APPROVED:**

  
Cindy Gagné, Mayor

**ATTEST:**

  
Kathy Lobdell, City Clerk

**APPROVED AS TO FORM:**

  
Michael D. Howe, City Attorney

# EXHIBIT A

Agreement Number: \_\_\_\_\_

*DES Use Only*

## 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 \_\_\_\_\_,

*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:		
Tax Identification Number:		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name:		
Title:		
Address:		
City:	State:	Zip:
Phone Number:		
Email Address:		

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](mailto: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

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

 COPY

**RESOLUTION No. 61-2011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,  
APPROVING AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT #2010-  
WPC-269 WITH THE STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE  
SERVICES FOR STATE PURCHASING COOPERATIVE**

**WHEREAS**, the City of Omak has a two-year Intergovernmental Agreement with the State of Washington Department of General Administration, from January 1, 2010 through December 31, 2011, for the purpose of participating in the State Purchasing Cooperative; and

**WHEREAS**, the State has re-organized several State services departments and delegated the contracting authority for said Agreement to the newly formed Department of Enterprise Services (DES); and

**WHEREAS**, an extension to the current Agreement has been offered by the DES through Amendment Number 1 for a period of one year, January 1, 2012 through December 31, 2012, at the same terms as currently written; and

**WHEREAS**, it is to the benefit of the City of Omak to continue participating in the State Purchasing program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, that a one year extension of *Intergovernmental Agreement Number 2010-WPC-269 for continued State Purchasing*, a copy of which is attached hereto as Exhibit "A", is hereby approved. The Mayor is authorized to execute and the Clerk is authorized to attest said Agreement on behalf of the City.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Kathy Lobdell, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

Agreement Number: K0124

DES Use Only

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**MASTER CONTRACT USAGE AGREEMENT**

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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 Omak,  
*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 Omak</u>		
Tax Identification Number: <u>91-6001262</u>		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name: <u>Ralph Malone</u>		
Title: <u>City Administrator</u>		
Address: <u>PO Box 72</u>		
City: <u>Omak</u>	State: <u>WA</u>	Zip: <u>98841</u>
Phone Number: <u>509-826-1170</u>		
Email Address: <u>rmalone@omakcity.com</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](mailto: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 C. F. Presnell for  
Roselyn Marcus, Assistant Director  
Name/Title  
Date 07/13/2013

CITY OF OMAHA  
Entity Name  
Signature Cindy Gagne  
CINDY GAGNE / Mayor  
Name/Title  
Date 6.17.13