



**CITY OF KIRKLAND**  
**Department of Finance and Administration**  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Tracey Dunlap, Director of Finance & Administration  
Barry Scott, Purchasing Agent

**Date:** May 23, 2013

**Subject:** WA STATE MASTER CONTRACT USAGE AGREEMENT

### RECOMMENDATION:

That the City Council authorizes the City Manager to execute a new Master Contract Usage Agreement with the State of Washington's Department of Enterprise Services (DES).

### BACKGROUND:

The City of Kirkland has participated in the Washington State Purchasing Cooperative for over twenty years. The purchasing cooperative has provided the City with access to over three hundred (300) contracts.

As a member of the cooperative, the City has relied on the use of the State's competitively bid contracts for the purchase of a wide variety of goods and services. Purchases made from State contracts have included such items as light vehicles, heavy equipment, furniture, office equipment, tools and safety supplies.

For a number of years the members of the cooperative have paid annual fees. The annual fee for each member of the purchasing cooperative was determined by the member's annual expenditures as shown in the State Auditor's most recently published Local Government Comparative Statistics report. In recent years, the City's annual fee has been \$4,000.

DES has now re-evaluated the structure and financing of the cooperative and has decided to discontinue charging membership fees effective July 1, 2013 and the cooperative, as such, will cease to exist. In lieu of membership in the Purchasing Cooperative, current members are being asked to execute an updated Master Contract Usage Agreement with DES in order to continue to purchase off of the State's competitively bid contracts. This agreement will replace the Interlocal Cooperative Purchasing Agreement that was previously executed with the State's Department of General Administration.

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 \_\_\_ day of \_\_\_\_, 2013.

Signed in authentication thereof this \_\_\_ day of \_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



Agreement Number: \_\_\_\_\_  
*DES Use Only*

- 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