2009343

OFFICIAL FILE

State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement
Rm. 201 General Administration Building, P.O. Box 41017
Olympia, Washington 98504-1017
(360) 902-7400 http://www.ga.wa.gov

STATE OF WASHINGTON
INTERGOVERNMENTAL
AGREEMENT FOR
STATE PURCHASING COOPERATIVE

Pursuant to Chapter 43.19 RCW, Chapter 39.34 RCW and WAC 236-49-060, the State of Washington, Department of General Administration, Office of State Procurement, ("Office of State Procurement" or "OSP"), and **CITY OF KIRKLAND** ("Cooperative Member") agree to enter into this Intergovernmental Agreement ("Agreement"), for the purpose of the Cooperative Member participating in the State Purchasing Cooperative Program ("Cooperative") under the following terms and conditions:

1) Washington State political subdivisions (e.g. local governments and school districts) and public benefit nonprofit corporations are eligible for membership in the Cooperative and must be subject to audit by Washington State Auditor's Office (SAO). Offices, departments, divisions, or other sub-units ("subdivisions") within Washington State political subdivisions and public benefit nonprofit corporations may join the Cooperative. However, the subdivision's membership fee will be assessed at the rate of the associated Washington State political subdivision or public benefit nonprofit corporations. Washington state agencies and their subdivisions are automatically Cooperative Members and do not need to apply for membership or pay a membership fee.

2) The Office of State Procurement is required to recover the costs of administering the State Purchasing Cooperative Program from Cooperative Members. The Membership Fee Schedule below sets forth the fee structure for Cooperative Members, which are not Washington State agencies. The Membership Fee Schedule is based on the Cooperative Member's total expenditures, less debt service and inter-fund transfers, as reported in the Cooperative Member's last audited financial statement.

3) The term of this Agreement and Cooperative membership is January 1, 2010 through December 31, 2011. This Agreement may be canceled in writing by either party. However; if the Cooperative Member has used state contracts during the current membership period; the Cooperative Member remains liable to pay any unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.

4) The Office of the Superintendent of Public Instruction (OSPI) financial reporting information will be used to verify fee amounts for public school districts, and Educational Service Districts. (ESD's).

5) Any Cooperative Member not reported in the OSPI or State Auditor's financial reporting information, must submit a copy of its most recent audited financial statements to OSP upon request. When a Cooperative Member does not have audited financial statements, the Cooperative Member shall provide internal budgets or financial statements. Once membership fees are verified through such authoritative sources, OSP will issue **quarterly invoices** for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. After initial verification and at the beginning of each calendar quarter thereafter, invoices will be sent via electronic mail to the contact listed below.

6) This executed Agreement entitles the Cooperative Member access to state contracts for goods and services as viewed on www.ga.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has a signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts,

7) If a Washington State political subdivision or public benefit nonprofit corporation or a subdivision thereof that is not a current Cooperative Member is found to have used a state contract, WSCA contract, or Oregon Purchasing Contract; that Washington State political subdivision or public benefit nonprofit corporation shall be liable for payment of a full year membership fee. Failure to pay such fee may be reported to the State Auditor's Office and result in audit findings against the entity.

8) The Office of State Procurement, in contracting on behalf of the State of Washington for the purchase of goods and services according to the laws and regulations governing such purchases, agrees to also contract on behalf of the Cooperative Member, to the extent permitted by law. The Cooperative Member accepts responsibility for compliance with any additional laws and regulations applicable to the Cooperative Member.

9) The Office of State Procurement agrees to comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and will either: a) post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or b) provide an access link on the State of Washington's web portal to the notice.

10) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative Member, the Cooperative Member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on its credit assessment of the Cooperative Member. Purchases by the Cooperative Member may be made by a purchase order issued by the Cooperative Member to the contractor. The Cooperative Member is solely responsible for payment for any goods and services it purchases under contracts pursuant to this Agreement or services it purchases directly from OSP. The Cooperative Member agrees to be responsible for limited contract monitoring related to their use of these contracts.

11) The Cooperative Member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.

12) In the event that either the Office of the State Procurement or the Cooperative Member is abolished, this Agreement shall continue in operation as to any entity succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.

13) The Cooperative Member agrees to use only those OSP, WSCA, or Oregon Purchasing contracts authorized under the terms of this Agreement and to comply with those contracts' terms and conditions. The Cooperative Member further agrees that all purchases from OSP, WSCA, or Oregon Purchasing contracts will be made only for the direct use of the Cooperative Member's programs and no purchases will be made on behalf of or for the use of other entities or jurisdictions.

14) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.

15) In accordance with RCW 39.34.040; the Cooperative Member shall be responsible for filing the executed copy of this Agreement with its county auditor's office, or filed in such manner as required by law, to meet public disclosure requirements. This may include listing on the Cooperative Member's internet site or any other electronically retrievable public source.

16) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative Member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.

17) PAYMENT and NOTICES: Payment shall be made to OSP at the address provided below. Further, any notice, demand or other communication required or permitted to be given under this Agreement shall be made to the parties at the addresses provided below. The Cooperative Member agrees to pay the membership fee as a part of this Agreement. Late payments may be subject to statutory interest and collection related costs. First time Cooperative Members joining after June 30th may have their fee prorated, if the member has not previously accessed state contracts. Pro-rated fees will be based on 6-month intervals, January – June, June – December.

Mail the signed Agreement and payment to: State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214, Room 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

Cooperative Member contact information:

Contact Person to whom contract documents and related communications are to be mailed or faxed.

Cooperative Member Agency Name: City of Kirkland

Agency Federal TIN #: 91-6001255

ORIGINAL

Contact Name: Barry L. Scott, C.P.M., Purchasing Agent

Address: 123 5th Avenue

City, St. Zip Kirkland, WA 98033

Phone Number: 425-587-3123 Fax Number: 425-587-3110

Email Address: bscott@ci.kirkland.wa.us

Secondary Contact: Name: Sheila Sigmond, CPPB, Buyer

Email: ssigmond@ci.kirkland.wa.us

Two-Year Membership Fee Schedule

Note: Total expenditures listed below are minus of debt service and inter-fund transfers

Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee	Verified Fee Level
$0.00	$3,000,000	$400	
$3,000,001	$7,500,000	$1,000	
$7,500,001	$30,000,000	$2,000	
$30,000,001	$68,000,000	$4,000	
$68,000,001	$90,000,000	$6,000	
$90,000,001	$150,000,000	$8,000	✓
$150,000,001	and over	$10,000	

According to the most recent authoritative information; **KIRKLAND CITY OF**, your annual operating expenditures were **$102,172,297** making your two-year fee **$8000**.

The undersigned has read, understands and agrees to the terms and conditions of this Agreement, certifies that he/she is the Authorized Signatory for the Cooperative Member, and certifies under penalty of perjury under the laws of Washington State that the verified expenditure in the Membership Fee Schedule above is true and correct.

Cooperative Member Authorized Signature:

Signature: _____ Date Signed: 12/8/09

Print Name: David Ramsay Title: City Manager

Address (if not the same as above): _____

Phone Number(s): 425-587-3007

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)
Approved as to form: AAG Date: 10/16/2009 (signature on file)

Your assigned Co-op member number is _____. Please provide this number to vendors when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

_____ Coop Manager _____ Verification Used: _____
Name Title Date 12/27/09