

50064

Agreement Number: K-2005
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 City of University Place,
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").

- 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").
- 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.
- Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: City of University Place			
Tax Identification Number: 91-1684517			
Unified Business Identifier <i>Required for Non-Profit:</i> 601 634 387			
Contact Name: Leslie Blaisdell			
Title: Assistant Finance Director/Risk Manager			
Address: 3715 Bridgeport Way W			
City: University Place	State: WA	Zip: 98466	
Phone Number: 253-460-2517			
Email Address: lblaisdell@cityofup.com			

- 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
- 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
Roselyn Marcus for
Signature
Roselyn Marcus, Assistant Director
Name/Title
07/16/2013
Date

City of University Place
Entity Name
Steve Sugg
Signature
Steve Sugg, City Manager
Name/Title
06/17/2013
Date

DEC 12 2012

**ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 2
to
State of Washington Department of Enterprise Services
Intergovernmental Agreement Number 2010-WPC-320
for
Master Contracts, Consulting and Oversight
State Purchasing Cooperative**

This Amendment Number 2 to Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-320 is made and entered by and between the State of Washington Department of Enterprise Services, hereinafter referred to as "DES", and City of University Place, hereinafter referred to as "COOPERATIVE MEMBER". The purpose of this Amendment is to extend the Intergovernmental Agreement between DES and COOPERATIVE MEMBER.

The Intergovernmental Agreement is hereby modified:

- 3) Term of this Agreement and Cooperative membership is extended six (6) months through **June 30, 2013**.

17) PAYMENT and NOTICES:

COOPERATIVE MEMBER six month fee is **\$1,000.00**.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have read this Amendment Number 2 to Intergovernmental Agreement 2010-WPC-320 in its entirety, agree to it and hereby assert that they have the authority to bind their respective parties to it.

Approved
Department of Enterprise Services



SIGNATURE

Chris Cantrell

PRINT OR TYPE NAME DATE 12/6/12

Coop Program Coordinator

TITLE

Approved
City of University Place



SIGNATURE

Stephen Sugg

PRINT OR TYPE NAME DATE 12/3/12

city manager

TITLE



SEP 22 2011

STATE OF WASHINGTON
DEPARTMENT OF PRINTING

P.O. Box 798, Mail Stop 47100 • Olympia, Washington 98507-0798 • (360) 570-5555 • (360) 586-8831

September 12, 2011

TO: Valued Washington State Department of Printing Customer

RE: Transition of contractual obligations from the Department of Printing to a newly created state agency, the Department of Enterprise Services, effective October 1, 2011.

This is a notice of a change in authority between your organization and the Washington State Department of Printing (PRT). The Washington State Legislature passed ESSB 5931 consolidating all or portions of the Washington State {Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management} (Agencies). The authority and funding for those Agencies has been withdrawn. The Washington State Legislature has created under ESSB 5931 the Department of Enterprise Services, hereinafter referred to as DES.

Your organization currently has an Interlocal Agreement for print services obtained through PRT. Effective October 1, 2011 the authority and funding for the continuation of our agreement will be transferred to the newly created agency, DES. All terms and conditions of our agreement remain in full force and effect.

Initially this change will not affect the way your organization conducts business with us. Your Customer Service Representative and Interlocal Agreement assigned number will not change. Invoices will continue to originate from 7580 New Market Street SW, Tumwater, WA 98501 and payments will continue to be delivered to this address. Following the effective date, invoices will originate from the DES and payment shall be made to DES, instead of PRT.

PRT considers this letter our formal notification. We are also seeking any updates your organization may have to update our files as appropriate.

For questions regarding the impact to our agreement or to submit revisions, please contact Jeff Peterson at 360-570-3061 or email jeff.peterson@prt.wa.gov.

Sincerely,

Jeff Peterson
Contracts Specialist Senior

INTERLOCAL COOPERATION
AGREEMENT
BETWEEN

STATE OF WASHINGTON
DEPARTMENT OF PRINTING

AND THE

CITY OF UNIVERSITY PLACE



THIS AGREEMENT, entered into under the authority and provisions of 39.34 RCW, is made and entered into by and between the State of Washington Department of Printing, hereinafter referred to as "Printer", and the City of University Place, hereinafter referred to as "City".

The Printer has printing equipment and provides printing services to state agencies. It is the purpose of this Interlocal Agreement to make available to the City the printing services of the State Printer. It is therefore mutually agreed that:

STATEMENT OF WORK

When requested by the City, the Printer agrees to do printing jobs on their behalf. Each printing job shall be completed on a time schedule mutually agreed to by the Printer and the City for that job. With respect to each request, the Printer shall furnish the necessary personnel and service and otherwise do all things necessary for or incidental to providing the printing services to the City. The Printer has a main print plant located in Tumwater, which provides printing services for large printing jobs, multicolor jobs, and bulk mailings. In addition to the main plant, copy centers are located in Olympia, Lacey, and Tumwater for quick turnaround color and black/white printing requests.

The City shall reimburse the Printer for each printing job at the Printer's established rates, which shall, at a minimum, fully reimburse the Printer for all of the direct and indirect costs incurred by the Printer in performing the requested printing services.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement. The City reserves the right to contract independently for printing services with or without notice being given to Printer.

PERIOD OF PERFORMANCE

The period of performance of this Agreement will commence on June 11, 2004 and continue until either party decides to terminate this Agreement as provided for below.

BILLING PROCEDURE

The Printer shall submit invoices upon completion of the printed job. Copy center work will be billed at the end of every month. Payment to the Printer for work completed will be made by warrant within 30 days of receipt of the invoice. Upon termination of the Agreement, any claim for payment not already made shall be submitted within 30 days after the termination date.

RECORDS MAINTENANCE

The parties to this Agreement shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either party, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. The Printer will retain all books, records, documents, and other material relevant to this Agreement for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

AGREEMENT MAINTENANCE

The work described herein shall be performed under the coordination of the Program Manager of each of the parties as provided below, or their successors, who will provide assistance and guidance to the other party necessary for the performance of this Agreement.

HOLD HARMLESS

The City shall defend, protect and hold harmless the Department of Printing and State of Washington, or any employees thereof, from and against all suits or actions arising from jobs performed by the Printer under this Agreement, which suits or actions allege libel or slander, injury to person or property, violation of a right of confidentiality, or use or reproduction of material of any kind which constitutes an infringement of any copyright, patent trademark or trade name.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties to this Agreement.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

FUNDING CHANGES

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, the Printer may terminate the Agreement under the "Termination" clause, subject to re-negotiation under those new funding limitations and conditions.

DISPUTES

In the event that the parties are unable to resolve a dispute under this Agreement, either party may request the formation of a three member Dispute Board, or other dispute resolution method agreed to by both parties in writing. If the Dispute Board method is used, then the membership of the board will be appointed as follows: one member by the Printer, and one member by the City, and one member jointly by the parties to this Agreement. The Dispute Board shall evaluate the dispute and make a determination of the dispute with the majority prevailing. The

determination of the Dispute Board, or other dispute resolution method agreed to, shall be binding on the parties hereto.

ORDER OF PRECEDENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable federal and state statutes and regulations;
- b) Statement of work; and
- c) Any other provisions of the Agreement, including materials attached hereto, or incorporated herein by reference.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County.

AGREEMENT MANAGEMENT

Your Interlocal Agreement Agency # 9591000

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the Agreement.

The program manager of the City is:

City of University Place
Gretchen Lusink
3715 Bridgeport Way W. Suite B-1
University Place, WA 98466
(253) 566-5656 telephone
(253) 566-5658 fax
91-1684517 Tax ID No.
glusink@cityofup.com

The program manager for the Department of Printing is:

Mailing address:

Dan Swisher, Assistant Director
P.O. Box 798
Olympia, WA 98507-0798

Physical address:

7580 New Market St. SW
Tumwater, WA 98502
(360) 570-5555 phone
(360) 586-8831 fax

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF UNIVERSITY PLACE

STATE OF WASHINGTON
DEPARTMENT OF PRINTING

By: Robert W. Jean

By: Dan Swisher

Title: City Manager

Title: Assistant Director

Signature: 

Signature: 

Date: 6/22/04

Date: 6-24-04