



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 **SEQUIM CITY OF** ("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 Sequim

Agency Federal TIN #: 91-60001502

Contact Name: Connie Anderson

Address: 152 W. Cedar Street

City, St. Zip: Sequim WA 98382

Phone Number: (360) 683-4139 Fax Number: (360) 681-3448

Email Address: canderson@ci.sequim.wa.us

Secondary Contact: Name: Sindy Klimak Email: cklimak@ci.sequim.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; **SEQUIM CITY OF**, your annual operating expenditures were **\$14416317** making your two-year fee **\$2000**.

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: [Handwritten Signature] Date Signed: 14 DEC 09

Print Name: KEN HAYS Title: MAYOR PRO TEM

Address (if not the same as above): _____

Phone Number(s): (360) 683-4139

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

 Name Title Date Verification Used: _____



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement

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STATE OF WASHINGTON
INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT FOR
PUBLIC AGENCIES

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named public agency, City of Sequim (hereinafter called the "Cooperative member") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.
- (2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.
- (3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either 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 shall provide an access link on the State of Washington's web portal to the notice.
- (4) 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 (s), 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 their 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 state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.
- (5) 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.
- (6) This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.

- (7) 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 public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.
- (8) The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member's programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member").
- (9) The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member's last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory's initials in the first column of the Membership Fee Schedule below. The Cooperative member's self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1st 2008 through December 31st 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.
- (10) Membership fees are established every two years. The State Auditors' most recently published *Local Government Comparative Statistics* report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors' Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor's Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.
- (11) In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (12) 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.
- (13) The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor's office.
- (14) 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.
- (15) PAYMENT and NOTICES: Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:

State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214,
 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 Name: City of Sequim
 Contact Name: Connie Anderson
 Address: 152 W. Cedar Street
 City, St. Zip: Sequim WA 98382
 Phone Number: (360) 683-4139
 Federal Id #: 91-6001502
 FAX Number: (360) 681-3448
 Email Address: canderson@ci.sequim.wa.us

Two-Year Membership Fee Schedule

Note: Expenditures below are net of debt service and inter-fund transfers

Initial in box	Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee
	\$0.00	\$3,000,000	\$400
<i>KES</i>	\$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

The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct.
 Cooperative member Authorized Signature: Applicant must provide an authorized signature.

Name: Karen Goschen
 Title: Administrative Services Director
 Address (if not the same as above): _____
 Phone Number: (360) 683-4139
 Date Signed: 4-10-08

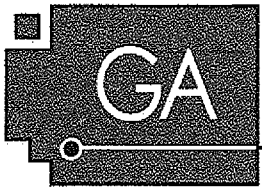
FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)

Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number, _____. Please provide this number when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE

Name _____ Title _____ Date _____



General Administration

Your essential operations partner

Central Stores Online User Commitment

The purpose of this document is to outline customer responsibilities to use Central Stores Online. Completion of this document provides a means for a customer, hereafter referred to as "user", to commit to participating in the Central Store On-line ordering program, and for their Agency ("Agency" hereafter refers to any organization authorized to purchase from Central Stores) to authorize this participation. Upon receipt of this completed document the Department of General Administration; Office of State Procurement/Central Stores will enable Central Stores Online services for this user. Refer questions to Central Stores Customer Service at (360) 902-7410 or email: csmail@ga.wa.gov. The completed form may be faxed to Customer Service at (360) 586-1188 or sent to Mail Stop (POB) 41017.

User contact data:

Agency City of Sequim

Agency Number 120503

Location Code* L52

- Enter the "Ship To" location code for the "User". Each "Ship To" location has an assigned "Bill To" location which will determine where the invoices for CENTRAL STORES usage will be sent.

Name KAREN KUZNEK-REESE

Effective Date 1/17/06

Telephone Number (360) 683-4139

E-Mail Address KKUZNEK@ci.sequim.wa.us

Fax Number (360) 681-3448

Users Address

152 W. Cedar Street Sequim WA City 98382 State Zip

- a. is authorized to order supplies and materials without limitation from Central Stores.
- b. is authorized to order supplies and materials from Central Stores but with one of the following limits:
 - 1. \$ _____ per calendar month.
 - 2. \$ _____ per order
- 2. The User contact is authorized to place orders for the following locations:
 - a. _____
 - b. _____ All (Check if applicable) "All" means all locations within the agency.

User contact **confidential** password, please provide password 4-10 characters: _____

USER/AGENCY COMMITMENT

The Agency user and the Agency authorizing official have read and understand the terms and conditions on the second page of this document and do agree thereto in every particular. They further agree that this two page document constitutes the entire document excluding any supplemental provisions between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this document.

Karen Kuznek-Reese / City Clerk
User Name/Title

William B. Elliott / City Manager
Name of Authorizing Official/Title

Karen Kuznek-Reese 1/17/06
Signature/Date

W B Elliott 1/17/06
Signature/Date

GENERAL TERMS AND CONDITIONS

1. TERM

This commitment will become effective upon receipt of the completed document by Central Stores and shall remain in full force and effect until terminated by either the subscriber or Central Stores by giving 15 days written notice.

2. CONTENT

This commitment entitles the user's Agency to view units of Information which create and transmit Field Orders to Central Stores.

3. SYSTEM ACCESS

By the completion of the document the user has applied for admission into the Ordering System segment of the services offered by Central Stores. Security clearances and Logons to enter the Ordering System will be issued by Central Stores.

4. MAINTENANCE

The Central Stores staff shall have the right to withdraw the system should operational malfunctions dictate that this action is necessary as a corrective maintenance measure.

5. MODIFICATIONS

This document may be modified or amended by the mutual written consent of the parties.

6. ACCESS EQUIPMENT

The files supporting Central Stores On-line can be accessed on the Internet. It will be the responsibility of the Agency to establish a link with the World Wide Web using web browsing software. Central Stores will not be held accountable for the compatibility, suitability or reliability of the Agency's equipment and its interaction with the World Wide Web.

7. SYSTEM CHARGES

There are no subscription charges for using the Ordering System.

8. AGENCY RESPONSIBILITY

The Agency agrees to be responsible for all charges accrued to the LOGON ID (*USERID*) and will pay for goods ordered and services provided in accordance with this document.

9. INDIVIDUAL RESPONSIBILITY

It is understood and agreed that when a "User" orders from Central Stores, that individual's security accesses to the Ordering System will be accepted by Central Stores as authority to order, in lieu of a signature on a field order. The designated "User" recognizes that letting someone else employ his/her security accesses may cause that "User" to be liable for system transactions caused by unauthorized use of the Ordering System and any losses of supplies, materials, and equipment ordered from Central Stores.

10. TRAINING

The Ordering System is a menu-driven system. Subscribers will make a series of selections and follow directions or options on each screen to perform particular tasks. The majority of training will be accomplished by the user reading the on-line help located on the system. However, if further training is needed please notify customer service and we provide over-the-phone assistance. After the User has become familiar with the on-line instructions and has encountered difficulty in completing a task he/she should contact Customer Service by calling (360) 902-7410, or FAX (360) 586-1188. After stating the problem Customer Service will either help at that time or get your name and number to: *1. Research the circumstances causing the dilemma properly. 2. Ensure that the proper respondent offers the solution.*

11. RECORDS MAINTENANCE

Central Stores shall maintain books, records, documents, and other evidence that sufficiently and properly reflect performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Central Stores will retain all books, records, documents, and other material relevant to this document for five 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.

12. TERMINATION

Upon receipt of written notification from the user or their Agency, Central Stores will terminate Central Stores On-line services for this user. If this program is so terminated, the Agency shall be liable only for performance rendered prior to this termination.