Washington State Department of Enterprise Services

State of Washington **DEPARTMENT OF ENTERPRISE SERVICES** *Attn*: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411			**MASTER CONTRACT USAGE AGREEMENT**	
			MCUA No.:	K1887 formerly K1887
INSERT ELIGIBLE PURCHASER NAME CITY OF SEQUIM 152 W. CEDAR, SEQUIM WA 98382 Tax Identification No.: 91-6001502 Business Contact: SUE HAGENER Tel: 360-683-4139 Email: SHAGENER@SEQUIMWA.GOV	Type of Eligible Purchaser		Effective Date:	November 1, 2022
	☐	Washington state agency		
	☒	Washington local governmental agency or entity		
	☐	Federal governmental agency or entity		
	☐	Tribe located in the State of Washington		

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the CITY OF SEQUIM, a LOCAL governmental agency ("Eligible Purchaser") and is dated and effective as OF THE EFFECTIVE DATE ABOVE. 11-1-22

RECITALS

A. Enterprise Services, pursuant to its authority set forth in RCW 39.26.050(1), RCW 43.19.005(2), or the Interlocal Cooperation Act (RCW chap. 39.34), is authorized to enter into agreements with Washington state agencies, Washington local governmental agencies or entities, federal governmental agencies or entities, and tribes located in Washington state (each an "Eligible Purchaser") to enable such entities to utilize certain contracts for purchases of goods and/or services administered by Enterprise Services.

B. The available contracts include competitively solicited and awarded (1) contracts developed and implemented by Enterprise Services on behalf of the State and (2) cooperative purchasing agreements developed or joined by Enterprise Services on behalf of the state (collectively "Master Contracts"). Enterprise Services maintains a list of all such Master Contracts at its Master Contracts Webpage.

C. All of the Master Contracts administered by Enterprise Services are available for use by Eligible Purchasers who execute a Master Contract Usage Agreement with Enterprise Services. Eligible Purchasers must comply with the contractual terms and conditions set forth in the Master Contract executed by Enterprise Services and the counterparty ("Contractor").

D. Eligible Purchaser desires to contract with Enterprise Services to access and use the available Master Contracts subject to their terms and conditions.

E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the available Master Contracts.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION.** This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.

2. **ELIGIBLE PURCHASER REPRESENTATIONS AND WARRANTIES.** Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Master Contract that it uses. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.

    a. ELIGIBLE PURCHASER STATUS. Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), or the Interlocal Cooperation Act (RCW chap. 39.34), it is an entity that is eligible to utilize Enterprise Services' Master Contracts.

3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY.** Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Master Contract awarded Contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Master Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Master Contract.

4. **SEPARATE RESPONSIBILITY.** Each party shall be responsible for the acts, errors, and omissions of itself and it own officers, employees, and agents acting within the scope of the performance of this agreement and within the scope of their authority.

5. **RESOLVING PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Master Contract Contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Master Contract, work in good faith with the Contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a Contractor on behalf of Eligible Purchaser and all other users of the applicable Master Contract. In such event, Enterprise Services' resolution shall be binding.

6. **MASTER CONTRACT AUDITS COOPERATION.** Eligible Purchaser agrees to cooperate with Enterprise Services, the Office of the State Auditor, federal officials, or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Master Contract(s) that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from a Master Contract. Eligible Purchaser also agrees to provide, upon request from Enterprise Services, documentation to confirm its eligibility to use Master Contracts.

7. **GENERAL PROVISIONS.**

    a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.

    b. INTEGRATED AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

    c. AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

    d. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement

and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

e. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

f. ASSIGNMENT. Public Benefit Nonprofit may not assign its rights under this Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void.

g. GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

h. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

i. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

j. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CITY OF SEQUIM
A LOCAL GOVERNMENT AGENCY

By: _____

Name: MATTHEW HUISH

Title: CITY MANAGER
As authorized by City Council
on ____ 20__.

Approved as to form by:

Kristina Nelson-Gross
City Attorney

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Jaime Rossman

Title: Assistant Director, Contracts & Procurement

From: DES MCUA
To: DES MCUA; Erika Hamerquist
Cc: Sue Hagener
Subject: RE: City of Sequim - Updated MCUA - Approved
Date: Wednesday, November 2, 2022 10:30:45 AM
Attachments: image001.png
K1887 City Sequim MCUA (2022).pdf

EXTERNAL SENDER: This email originated outside the organization. Do not click links or open attachments unless you verify the sender and know the content is safe.

Hi Erika and Sue, ☺

Attached is the executed copy of your new Master Contract Usage Agreement (MCUA). The MCUA will allow you to utilize 188 State of Washington contracts. Search for them at the Contract Search tool here.

Here are the MCUA Frequently Asked Questions and member list (click signed agreement list). K1887 is a link to your form. This means your form is downloadable to anyone who visits this page and clicks that K number. Your organization number is 20503.

DES also offers the Purchasing Biweekly Bulletin that provides updated information related to the State of Washington contracts, such as new contracts, contract extensions, etc. Register yourself and others from your organization who you think would benefit from receiving this Bulletin. To register, click the Sign up for email/text updates red icon on the upper right-hand corner of the website, then follow the steps for adding individuals.

When selecting Subscription topics, select Master Contracts Biweekly Broadcast found in the Contracting Purchasing section. You can also select any you're interested in to be sent updates on that topic.

Let me know if you need further assistance.

Scott Edwards
Program Specialist
Master Contracts Usage Agreement (MCUA)
Washington State Department of Enterprise Services
360-407-2210 | mcua@des.wa.gov

www.des.wa.gov
@Twitter @Facebook @LinkedIn

Work schedule: Monday-Friday 8 am-5 pm (teleworking)

From: DES MCUA <MCUA@des.wa.gov>
Sent: Tuesday, November 1, 2022 9:25 AM
To: Erika Hamerquist <ehamerquist@sequimwa.gov>
Cc: DES MCUA <MCUA@des.wa.gov>
Subject: RE: City of Sequim - Updated MCUA

Hi Ericka, ☺

Thank you for submitting this updated Master Contract Usage Agreement (MCUA).

A copy of the signed MCUA form will be emailed to you once it's approved. Please allow 1-3 business days (Monday-Friday).

This new MCUA will replace the old one for the City of Sequim. Once we sign the new form, I'll upload it to the MCUA membership page, thus replacing the old form.

Scott Edwards
Program Specialist
Master Contracts Usage Agreement (MCUA)
Washington State Department of Enterprise Services
360-407-2210 | mcua@des.wa.gov

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@Twitter @Facebook @LinkedIn

Work schedule: Monday-Friday 8 am-5 pm (teleworking)

From: Erika Hamerquist <ehamerquist@sequimwa.gov>
Sent: Tuesday, November 1, 2022 9:02 AM
To: DES MCUA <MCUA@des.wa.gov>
Cc: Erika Hamerquist <ehamerquist@sequimwa.gov>
Subject: City of Sequim - Updated MCUA

External Email

Hello:

I communicated with Scott Edwards in early October about the City of Sequim's desire to update our Interlocal Agreement with DES (K1887) to your new form. Council approved this action on October 24th and the agreement, signed from the City side, is attached.

Per your 10/4 email, we look forward to your signing it and returning it to us. I don't know if anything formal needs to be done about the 2013 agreement that's on file with you, but our intention is that this one will supersede it and we will terminate that earlier ILA.

Erika Hamerquist, Paralegal
Sequim City Attorney's Office
152 West Cedar Street Sequim WA 98382
(360) 681-6611 ehamerquist@sequimwa.gov