

Agreement Number: **K2099**

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 Eastside Fire & Rescue,
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: <u>King County Fire District No 10</u>		
Tax Identification Number: <u>91-0833459</u>		
Unified Business Identifier <i>Required for Non-Profit:</i>		
Contact Name: <u>Micah Juma / Kelly Refvem</u>		
Title: <u>Finance Assistant</u>		
Address: <u>175 Newport Way NW</u>		
City: <u>Issaquah</u>	State: <u>WA</u>	Zip: <u>98027</u>
Phone Number: <u>425.313.3200</u>		
Email Address: <u>mjuma@est-r.org / krefvem@est-r.org</u>		

(d.b.a.
Eastside
Fire &
Rescue)

- 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.

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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
C. Fresnel for
Signature
Roselyn Marcus, Assistant Director
Name/Title
07/18/2013
Date

Eastside Fire & Rescue
Entity Name
Kelly Refvem
Signature
Kelly Refvem / Chief of
Name/Title
6-27-2013 maintenance
Date

RESOLUTION NO. 44

A RESOLUTION of the Administrative Board of the South Correctional Entity authorizing execution of the Master Contract Usage Agreement with Washington State Department of Enterprise Services.

WHEREAS, the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE"), is currently a member of the Washington State Purchasing Cooperative (the "Co-Op"); and

WHEREAS, all membership to the Co-Op will end as of June 30, 2013 and the Co-Op will cease to function on July 1, 2013; and

WHEREAS, the Co-Op is being replaced by the Master Contract Usage Agreement (the "MCUA"), a one-time agreement with the Washington State Department of Enterprise Services (the "Department") to allow qualifying organizations to use Washington State master contracts for the purchase of goods and services (the "MCUA Program"); and

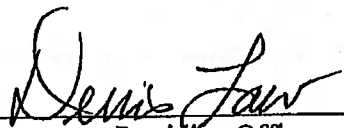
WHEREAS, SCORE now desires to execute the MCUA and to participate in the MCUA Program as provided herein;

NOW THEREFORE, BE IT RESOLVED BY THE ADMINISTRATIVE BOARD OF THE SOUTH CORRECTIONAL ENTITY:

Section 1. Authorization and Execution of Agreement. The Board hereby authorizes the execution of the MCUA with the Department substantially in the form attached hereto as Exhibit A and incorporated herein by this reference. The SCORE Facility Director is hereby authorized to execute the Agreement on behalf of SCORE.

Section 2. Effective Date. This resolution shall take effect and be in force from and after passage and approval.

Passed June 19, 2013.



Presiding Officer
SCORE Administrative Board

EXHIBIT A

(see attached)