



Business of the City Council
City of Ruston, WA

Subject: Resolution #626 – Approval of Inter-Agency Agreement with Washington State Dept. of Enterprise Service for use of Purchasing platform

Proposed Council Action:

Consider Approval of Resolution #626 Authorizing Mayor to Sign Inter-Agency Agreement with WSDDES to allow the City to Utilize DES purchasing contracts.

Dept. Origin: Police Department

Prepared by: Jennifer Robertson
City Attorney’s Office

For Agenda of: March 15, 2016

Exhibits: Attached Resolution and Agreement

Concurred by Mayor:	_____	Initial & Date
Approved/form by City Atty:	<u>JSR/3-11-16</u>	
Approved by _____ Director:	_____	
Approved by Department Head:	_____	

INFORMATION / BACKGROUND

The Interlocal Cooperation Act¹, authorizes the City is to contract with other governmental agencies to provide services that the City is authorized to perform. The Washington State Department of Enterprise Systems (DES) engages in obtaining products and services for use by State Agencies. DES goes through the competitive bidding process for obtaining these contracts and maintains a list of vendors for a variety of items which the state agencies can use in making purchases. These are called “master contracts.”

The City of Ruston is in need of two new police vehicles. Rather than go through the cumbersome process of putting its requirements out to bid, the City is allowed to utilize the master contracts developed by DES and make a direct purchase from the vendors that are qualified by DES. In order to utilize this system, Ruston is required to execute an Inter-Agency agreement with DES.

As part of the Inter-Agency Agreement, Ruston agrees to be responsible for any purchases it makes, be open to audit its compliance and not hold DES responsible for the purchases made using its vendor system.

FISCAL CONSIDERATION

There are no fiscal consequences of this legislation and this agreement does not require the City to pay DES for using the vendor system. However, access to this vendor system will save the City money in not having to go through a competitive bidding process.

¹ Chapter 39.34 RCW

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve Resolution #626.

MOTION: I move passage of Resolution #626 authorizing the Mayor to execute an agreement with Washington State Department of Enterprise Service for use of the "master contracts" developed by DES.

RESOLUTION NO. 626

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF RUSTON, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN INTER-AGENCY
AGREEMENT WITH WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICE.**

WHEREAS, in accordance with Chapter 39.34 RCW, the “Interlocal Cooperation Act”, the City is authorized to contract with other governmental agencies to provide services that the City is authorized to perform; and

WHEREAS, the Washington State Department of Enterprise Systems (DES) engages in obtaining products and services for use by State Agencies. As part of this process, DES goes through the competitive bidding process for obtaining these contracts and maintains a list of vendors for a variety of items which the state agencies can use in making purchases. These are called “master contracts;” and

WHEREAS, the City of Ruston occasionally has need to make purchases, such as vehicles; and

WHEREAS, it is cost effective and more efficient for the City to utilize the master contracts developed by DES and make a direct purchase from the vendors that are qualified by DES; and

WHEREAS, in order to utilize this system, Ruston is required to execute an Inter-Agency agreement with DES; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed Inter-Agency Agreement with WSDDES for allowing the City to access the “master contracts” developed by WSDDES which is attached to this Resolution as Exhibit “A”;

NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES
HEREBY RESOLVE AS FOLLOWS:**

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the Inter-Agency Agreement with WSDDES for utilizing the “master contracts” in substantially the form attached hereto as Exhibit “A”.

Section 2. Posting on Website Required. Pursuant to RCW 39.34.040, once this Agreement has been executed by both Ruston and WSDDES, the City Clerk is directed to post a copy of this Agreement on the City’s website.

RESOLVED this 15th day of March, 2016.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: _____ 626 _____

Exhibit “A”

Inter-Agency Agreement

Between

City of Ruston

&

Washington State Dept. of Enterprise Services

For use of Master Contracts

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

City of Ruston

DEPARTMENT OF ENTERPRISE SERVICES

Entity Name

Entity Name

Signature

Signature

Farrell Presnell, Assistant Director

D. Bruce Hopkins, Mayor

Name/Title

Name/Title

Date

Date