

ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 2
to
State of Washington Department of Enterprise Services
Intergovernmental Agreement Number 2010-WPC-227
for
Master Contracts, Consulting and Oversight
State Purchasing Cooperative

This Amendment Number 2 to Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-227 is made and entered by and between the State of Washington Department of Enterprise Services, hereinafter referred to as "DES", and City of Mercer Island, 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-227 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

12/13/12

DATE

Coop Program Coordinator

TITLE

Approved
City of Mercer Island



SIGNATURE

Charles L. Corder 12/4/12

PRINT OR TYPE NAME DATE

Finance Director

TITLE

**ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
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Department of Enterprise Services

Approved
City of Mercer Island

SIGNATURE

SIGNATURE

Chris Cantrell
PRINT OR TYPE NAME

DATE

Charles L. Cordier 12/4/12
PRINT OR TYPE NAME DATE

Coop Program Coordinator
TITLE

Finance Director
TITLE

Contact Information

We consider regular contact with you to be very important, especially in this time of change. In order to keep you up to date with the latest changes we need to verify that your contact information. Below is the contact information we have on file for your organization. Please indicate any changes that need to be made to this information in the spaces provided at the bottom of the page.

Organization Name: City of Mercer Island
Contact Name: LaJuan Tuttle
Mailing Address: 9611 SE 36th St
Mercer Island, WA 98040
Contact Phone Number: 206-275-7785

Please indicate changes below

Organization Name: _____
Contact Name: _____
Mailing Address: _____
City/State/Zip: _____
Contact Phone Number: _____
Contact E-mail: lajuan.tuttle @ mercer.gov. 029

Please return with your signed amendment to DES, Attn: Coop Program, PO Box 41017, Olympia, WA 98504-1017. If you have any questions, please contact us at coop@des.wa.gov or 360-407-9396.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501
PO Box 41050, Olympia, WA 98504-1050

November 29, 2012

TO: Current Washington State Purchasing Co-op (Co-op) Members
FROM: Chris Cantrell, Co-op Program Coordinator
SUBJECT: 2013 Membership

Thank you for being a member of the Washington State Purchasing Cooperative (Co-op) Program. January 1, 2013 marks the beginning of a new membership period. Any membership agreements you may have had will expire on or before December 31 2012 and it is time to renew your membership.

The Department of Enterprise Services is currently in the process of reviewing all agency rates and simplifying contracting fees is a priority. Changes will be made to the Washington State Purchasing Cooperative (Co-op) program on July 1, 2013 that will affect membership rates and procedures. The specific details of implementation are being worked out and will be shared with State Purchasing Cooperative members in advance of July 1st.

In anticipation of these changes, **membership as of January 1, 2013 will be for six months ending June 30, 2013**. Renewal of membership will be by amendment to your current agreement which has been attached to this letter. Membership costs will be at the same annual rates you have been paying halved for the six month period. Information about membership after July 1st will be posted once it becomes available sometime in late spring of 2013.

To continue your membership in the Co-op, please complete the signature section of the attached amendment, and return two original signature copies by December 31, 2012 to the address below.

Department of Enterprise Services
Attn: Co-op program, Chris Cantrell
PO Box 41017
Olympia, WA 98504-1017

The benefits of being a purchasing cooperative member have not changed.

Political sub divisions have access to more than 300 state contracts; non-profit members, more than 190.

For more information about the Co-op program or its membership, go to:
<http://www.ga.wa.gov/Purchase/index.html>

For questions about the program send email to Coop@des.wa.gov or call the Co-op program at 360.407.9396.

LaJuan Tuttle

From: Katie Knight
Sent: Monday, December 03, 2012 4:42 PM
To: LaJuan Tuttle
Cc: Ali Spietz
Subject: RE: It is time to renew- You're Co-op membership expires December 31, 2012

If we are just extending the time period, Chip can sign.

Katie Knight | City Attorney, City of Mercer Island
P: 206.275.7650 F: 206.275.7663 | www.mercergov.org

From: LaJuan Tuttle
Sent: Monday, December 03, 2012 2:55 PM
To: Katie Knight
Cc: Ali Spietz
Subject: FW: It is time to renew- You're Co-op membership expires December 31, 2012

Hi Katie,

An amendment to our existing inter-local agreement with the State Purchasing Cooperative is attached. The amendment updates the term of the agreement only. Do we need any formal Council action in order to extend the term for 6 months? Or can I just have Chip sign the amendment . . .

Thanks,
LaJuan

From: Cantrell, Chris (DES) [<mailto:chris.cantrell@des.wa.gov>]
Sent: Monday, December 03, 2012 1:57 PM
To: DES COOP
Subject: It is time to renew- You're Co-op membership expires December 31, 2012

You have been sent this message as the designated Co-op contact for your organization.

This is a second notice that your state purchasing **co-operative membership expires December 31, 2012**. This includes all inter-local agreements and amendments currently in place.

You must renew your membership to continue using state master contracts for goods and services.

Enterprise Services is currently working on a new rate structure for the fees the department charges to contract vendors and customers. The new rates will go into effect on July 1, 2013.

Because of these upcoming changes, the new co-op membership amendments and agreements will be for only a six-month period, from January 1 through June 30, 2013.

The cost for renewing your membership will be based on the current annual fees, but only for a six-month term. More information about the rate structure changes will be announced in early 2013.

The 2013 co-op membership amendments have been mailed to the address we have on file for your organization. It was addressed to the designated contact "or purchasing officer". Please look for this

amendment in your office. If you have not received an amendment by December 10, send an email to Coop@des.wa.gov requesting one.

If you do not have a current membership, an inter-local agreement for membership can be obtained by sending an email to the same email address above.

If you have any questions, please contact us at Coop@des.wa.gov or (360) 407-9396.

Please forward this message if you are not the correct contact and let us know who we should send these messages to in the future.

Chris Cantrell

Program Coordinator

Washington State Purchasing Cooperative

State of Washington | Department of Enterprise Services

Phone: 360.407.9396 | <http://www.des.wa.gov>

ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 1
to
State of Washington Department of General Administration
Intergovernmental Agreement Number 2010-WPC-227
for
Office of Statement Procurement
State Purchasing Cooperative

This Amendment Number 1 to Department of General Administration Intergovernmental Agreement Number 2010-WPC-227 is made and entered by and between the State of Washington Department of General Administration, hereinafter referred to as "GA", and City of Mercer Island hereinafter referred to as "COOPERATIVE MEMBER". The purpose of this Amendment is to formally assign the Intergovernmental Agreement made on December 2, 2009 between GA and COOPERATIVE MEMBER, to the Washington State Department of Enterprise Services.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (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);

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, the Department of Enterprise Services hereinafter referred to DES;

WHEREAS, the authority and funding for the continuation of Intergovernmental Agreement Number **2010-WPC-227** has been transferred to the DES;

WHEREAS, the DES finds that it is in the best interest of the State of Washington to continue to conduct business with Cooperative Member under the terms and conditions of this Intergovernmental Agreement **2010-WPC-227**.

Now therefore, DES and COOPERATIVE MEMBER agree that:

1. Effective October 1, 2011 the Intergovernmental Agreement **2010-WPC-227** is hereby assigned in all respects to DES.
2. By signing this Amendment, COOPERATIVE MEMBER hereby consents to this assignment. As assigned, said Agreement hereby amended so that wherever the name GA is used it shall mean DES.
3. Any and all payments made by COOPERATIVE MEMBER to GA shall be deemed to have been made to DES and shall discharge COOPERATIVE MEMBER from any further liability with regard to said payment.

Further, the Intergovernmental Agreement is hereby modified:

- 3) Term of this Agreement and Cooperative membership is extended one (1) year through **December 31, 2012**. Either party may terminate this Agreement upon thirty (30) days written notification to the other 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.

- 6) This executed Amendment entitles the Cooperative Member access to state contracts for goods and services as viewed on www.des.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has 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.

- 17) PAYMENT and NOTICES: Payment shall be made to DES Office of State Procurement at the address provided below


Department of Enterprise Services
Office of State Procurement
1500 Jefferson St SE
PO Box 41008
Olympia, WA 98504-1008

According to the most recent authoritative information: COOPERATIVE MEMBER your annual operating expenditures were \$40,256,183.00, making COOPERATIVE MEMBER annual fee \$2,000.00, bring the total three-year fee to **\$6,000.00**.

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 1 to Intergovernmental Agreement 2010-WPC-227 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

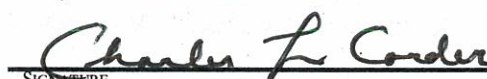


SIGNATURE
Chris Carroll 11/28/11

PRINT OR TYPE NAME DATE
Coop Program Coordinator

TITLE

Approved
City of Mercer Island



SIGNATURE
Charles L. Corder 11-16-11

PRINT OR TYPE NAME DATE
Finance Director

Title



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 **MERCER ISLAND 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 Mercer Island

Agency Federal TIN #: 91-6017561

Contact Name: LaJuan Tuttle

Address: 9611 SE 36th Street

City, St. Zip: Mercer Island, WA 98040


Phone Number: 206.275.7785 Fax Number: 206.275.7787

Email Address: lajuan.tuttle@mercergov.org

Secondary Contact: Name: Nickie Wheeler Email: nickie.wheeler@mercergov.org

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; **MERCER ISLAND CITY OF**, your annual operating expenditures were **\$40256183** making your two-year fee **\$4000**.

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: Charles J. Corder

Date Signed: 12-2-09

Print Name: Charles Corder Title: Finance Director

Address (if not the same as above): 9611 SE 36TH Street, Mercer Island, WA 98040

Phone Number(s): 206.275.7780

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

David Wilson coop manager

Verification

Used: _____
Name

Title

Date

12/26/09