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Agreement Number: K1738
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 City of Woodinville, *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").

1. 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").

2. 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.

3. Agreement Contact Information: Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name: City of Woodinville		
Tax Identification Number: 91-1579383		
Unified Business Identifier *Required for Non-Profit:* 601-440-158		
Contact Name: JAMES KATICA		
Title: FINANCE DIRECTOR		
Address: 17301 133rd AVE NE		
City: Woodinville	State: WA	Zip: 98072
Phone Number: 425-877-2260		
Email Address: jimk@ci.woodinville.wa.us		

4. 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

5. 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	City of Woodinville
Entity Name	Entity Name
Roslyn Marcus	
Signature	Signature
Roselyn Marcus, Assistant Director	James Katica Finance Director
Name/Title	Name/Title
06/24/2013	5/29/13
Date	Date