



City of Spokane

Minor Contract Summary

Clerk File #
OPR 2025-0243

Destruct Date
01/01/2042

Cross Ref

Alt File #

Department Name *
CONTRACTS & PURCHASING

Department Project #

CR #

Starting Date

Submitter

LAGA

Primary Contact

THEA PRINCE

Primary Contact Email

TPRINCE@SPOKANECITY.
ORG

Contractor/Consultant

Name\Contractor\Firm *

OMNIA PARTNERS, PUBLIC SECTOR INC

Contact Name

KIRA SPARKS

Contact Email

KIRA.SPARKS@OMNIAPARTNERS.COM

Address

Remittance Address

City, State, Zip

Remittance City, State, Zip

Summary of Services

Description *

Master Intergovernmental Cooperative Purchasing Agreement

Special Instructions for Clerks Office

I uploaded a separate signature page with this agreement for Legal and Clerks signatures.

Per Purchasing: Kira Sparks will review and she will reassign to Sarah Vavra for signature for Omnia

Contract Cost

Amount

Budget Code

Notes

RUNS UNTIL TERMINATED

Total Amount *

\$0.00

Effective Date *

01/01/2025

Expiration Date *

12/31/2035

Contract Type *

OTHER

If new vendor, W-9 and ACH form has been submitted to Accounting *

NO

Quotes (per Purchasing Policy to be kept on file in Dept.) *

NO

NO

City Business Registration (attach verification that a current business license number exists) *

NO

If Public Works Contract, Contractor has been notified of State Law requirements. *

NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve) *

NO

Is this a Lease? *

NO

Electronic Approvals

Accountant for Review *

DDANIELS

Additional Review (Optional)

Accountant

DANIELS, DERREK

Date

03/10/2025

Department Head

NECHANICKY, JASON

Date

03/12/2025

Division Head

Date

Grants (If applicable)

Date

Distribution List

Contractor Email

sarah.vavra@omniapartners.com

Contract Accounting Email

jrhall@spokanecity.org

Dept Contact Email

jnechanicky@spokanecity.org

Taxes and Licenses Email

tax&licenses@spokanecity.org

Additional Email

kira.sparks@omniapartners.com

Additional Email

Additional Email

Additional Email

laga@spokanecity.org

Additional Email

Additional Email

tprince@spokanecity.org



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this

Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days’ written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

<u>Participating</u>	<u>Public</u>	<u>OMNIA Partners, as the cooperative</u>
<u>Agency:</u> City of Spokane		<u>administrator on behalf of Principal</u>
		<u>Procurement Agencies:</u>
		OMNIA PARTNERS, PUBLIC SECTOR,
		INC.
<u>Alexander Scott</u>	<u>Sarah E. Vavra</u>	
Authorized Signature	Signature	
Alex Scott	Sarah E. Vavra	
Name	Name	
City Administrator	Sr. Vice President, Public Sector Contracting	
Title and Agency Name	Title	
3/13/2025	3/13/2025	
Date	Date	

ATTEST:



City Clerk



APPROVED AS TO FORM:



Assistant City Attorney

Certificate Of Completion

Envelope Id: 8DB68016-0E93-4616-BD06-724B11D807A3

Status: Completed

Subject: OPR 2025-0243 -CONTRACT - OMNIA PARTNERS, PUBLIC SECTOR INC

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &

drose@spokanecity.org

Canada)

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

3/13/2025 9:24:58 AM

drose@spokanecity.org

Signer Events

Signature

Timestamp

Sarah E. Vavra

sarah.vavra@omniapartners.com

Sr. Vice President, Public Sector Contracting

OMNIA Partners, Public Sector

Security Level: Email, Account Authentication
(None)

Sarah E. Vavra

Signature Adoption: Pre-selected Style
Using IP Address: 174.34.27.179

Sent: 3/13/2025 9:45:52 AM

Viewed: 3/13/2025 10:00:34 AM

Signed: 3/13/2025 10:01:07 AM

Electronic Record and Signature Disclosure:

Accepted: 3/13/2025 10:00:34 AM

ID: 720cd633-3261-4c07-b301-458a286b15dd

Tim Szambelan

tszambelan@spokanecity.org

Timothy E. Szambelan Assistant City Attorney

City of Spokane

Security Level: Email, Account Authentication
(None)

Tim Szambelan

Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Sent: 3/13/2025 10:01:08 AM

Viewed: 3/13/2025 10:07:46 AM

Signed: 3/13/2025 10:08:19 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Alexander Scott

ascott@spokanecity.org

City Administrator

Security Level: Email, Account Authentication
(None)

Alexander Scott

Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Sent: 3/13/2025 10:08:20 AM

Viewed: 3/13/2025 2:33:07 PM

Signed: 3/13/2025 2:33:22 PM

Electronic Record and Signature Disclosure:

Accepted: 3/13/2025 2:33:07 PM

ID: 6cba35f0-b68a-42b0-925d-f7c8e28e0e65

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)

Terri L. Pfister



Signature Adoption: Uploaded Signature Image
Using IP Address: 198.1.39.252

Sent: 3/13/2025 2:33:24 PM

Viewed: 3/14/2025 9:44:42 AM

Signed: 3/14/2025 9:44:52 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
KIRA SPARKS KIRA.SPARKS@OMNIAPARTNERS.COM Contract Coordinator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/13/2025 9:45:53 AM Viewed: 3/13/2025 9:46:19 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 9:31:45 AM
Certified Delivered	Security Checked	3/14/2025 9:44:42 AM
Signing Complete	Security Checked	3/14/2025 9:44:52 AM
Completed	Security Checked	3/14/2025 9:44:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.