

Agreement Number: **K5402**

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 South Pend Oreille Fire & Rescue,
Organization Name

a state agency, local, 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 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 e-mailed.

Organization Name: <u>South Pend Oreille Fire & Rescue</u>		
Tax Identification Number: <u>91-1610000</u>		
Unified Business Identifier: <i>Required for Non-Profit:</i> <u>601919012</u>		
Contact Name: <u>Mike Nokes</u>		
Title: <u>Chief</u>		
Address: <u>325272 Hwy 2</u>		
City: <u>Newport</u>	State: <u>WA</u>	Zip: <u>99156</u>
Phone Number: <u>509 447 5305</u>		
Email Address: <u>MNokes@SPoFR-ORg</u>		

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
 Attn: Contracts Resource Center
 P.O. Box 41411
 Olympia, WA 98504-1411
5. Financial Responsibility: Buyer will deal directly with 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, 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

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES		<i>South Pend Oreille Fire & Rescue</i>	
<i>Eci Ameh</i>			
Name: _____		Organization Name: _____	
Assistant Director Signature: _____		Signature: _____	
<i>Assistant Director</i>			
Name/Title: _____		Name/Title: _____	
<i>7/9/2018</i>		<i>Mike Nokes Chief</i>	
Date: _____		Date: _____	
		<i>6/28/18</i>	



(index.htm)

ABOUT US



(<https://fortress.wa.gov/dnr/protection/firedanger>)

HOME (INDEX.HTM)

ABOUT US (ABOUT-US.HTM)

COMMUNITY

DISTRICT

STATIONS

MAPS (MAPS.HTM)

MISSION

To proudly serve our community by executing the duties charged to us by our profession. We will continually educate ourselves and use our skills to serve and protect our community, county and country.

VALUES

- **Professionalism:** We strive to be the best at what we do. We perform our jobs to the highest degree of skill and competency. Our appearance and conduct promotes confidence and trust from the public, other Departments, and Honor, Integrity, and Truthfulness) Do the right thing and always encourage others to do the right, honest and ethical things.
- **Honor, Integrity, and Truthfulness:** Do the right thing and always encourage others to do the right, honest and ethical things.
- **Respectful:** (Attitude, Communication, and Cooperation) Treat others with the same personal and professional consideration we expect for ourselves, promote a can do attitude in everything we do. We are the Best; and success happens through TEAMWORK
- **Balanced:** Manage our time for the three most important things; Family, Job and the Fire Department.
- **Educator and Student:** Learn from each other, teach, coach and listen. Create an environment where everyone can excel!
- **Initiators and Change Agent:** Seek opportunities, use good judgment, accept change, embrace it, initiate it, and do everything better and safer for our partners.
- **Accountable:** Know your responsibilities, live up to your commitments!

HISTORY

South Pend Oreille Fire and Rescue was created by voter approved mergers of Pend Oreille Fire District No. 3, Pend Oreille Fire District No. 1 and Pend Oreille Fire District No. 7 in 2010. This includes the Diamond and Sacheen Lake areas, the Camden, Fertile Valley and

the Deer Valley areas. The merger has been an effective addition to the service to our community and we offer a higher level of service than we have experienced in the recent past.

The 150 square mile area is served by five fire stations with a roster of approximately 45 volunteer firefighters supported by two full-time and two part-time staff members. The volunteers have training in structural and wildland firefighting, EMS, hazmat response and vehicle extrication. Our roster includes 17 certified EMS personnel who provide primarily Basic Life Support response. One of our full-time staff members is a Paramedic. All of our Firefighters are trained in advanced first aid and are CPR qualified.

The area we serve is mostly rural urban interface in nature and offers occasional challenge in access and travel times. Our average response time for all calls is currently 8-10 minutes from the time 911 is called till the first arriving unit. We are on track to run about 400 calls for service in 2016, of those about 75% are EMS and we average about 10 working structure fires a year. The members train three times per month to maintain their skills in our profession

Contact Us ([contacts.htm](#)) | Directory ([directory.htm](#)) | Privacy Policy ([privacy-policy.htm](#))

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