

Agreement Number: K6261

*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 Palouse Regional Transportation Planning Organization,

*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:	Palouse Regional Transportation Planning Org (Lead Agency Town of Rosalia)		
Tax Identification Number:	91-6001497 (Town of Rosalia)		
Unified Business Identifier: <i>Required for Non-Profit</i>	NA		
Contact Name:	Shaun Darveshi		
Title:	Director/ Transportation Engineer		
Address:	1610 NE Eastgate Blvd Ste 401		
City:	Pullman	State:	WA Zip: 99163
Phone Number:	5093397100		
Email Address:	shaun@palousertpo.org		

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](mailto: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**

Name:

Assistant Director Signature:

*Eci Ameh, Assistant Director*

Name/Title:

Date:

*9/30/2019*

Organization Name: Palouse RTPO

Signature:

Name/Title: Shaun Darveshi, Director

Date:

Sep 24, 2019