



State of Washington DEPARTMENT OF ENTERPRISE SERVICES Attn: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411		MASTER CONTRACT USAGE AGREEMENT	
		MCUA No.:	<u>K7496</u>
INSERT ELIGIBLE PURCHASER NAME <u>Adna School District No. 226</u> Tax Identification No.: <u>91-0928705</u> Business Contact: <u>LeeAnn Parker</u> Tel: <u>360-748-0362</u> Email: <u>parkerle@adna.schools.org</u>	Type of Eligible Purchaser		Effective Date: <u>March 1, 2022</u>
	<input type="checkbox"/>	Washington state agency	
	<input checked="" type="checkbox"/>	Washington local governmental agency or entity	
	<input type="checkbox"/>	Federal governmental agency or entity	
	<input type="checkbox"/>	Tribe located in the State of Washington	

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the Adna SD, a local governmental agency ("Eligible Purchaser") and is dated and effective as 3-1-22.

RECITALS

- A. Enterprise Services, pursuant to its authority set forth in RCW 39.26.050(1), RCW 43.19.005(2), or the Interlocal Cooperation Act (RCW chap. 39.34), is authorized to enter into agreements with Washington state agencies, Washington local governmental agencies or entities, federal governmental agencies or entities, and tribes located in Washington state (each an "Eligible Purchaser") to enable such entities to utilize certain contracts for purchases of goods and/or services administered by Enterprise Services.
- B. The available contracts include competitively solicited and awarded (1) contracts developed and implemented by Enterprise Services on behalf of the State and (2) cooperative purchasing agreements developed or joined by Enterprise Services on behalf of the state (collectively "Master Contracts"). Enterprise Services maintains a list of all such Master Contracts at its Master Contracts Webpage.
- C. All of the Master Contracts administered by Enterprise Services are available for use by Eligible Purchasers who execute a Master Contract Usage Agreement with Enterprise Services. Eligible Purchasers must comply with the contractual terms and conditions set forth in the Master Contract executed by Enterprise Services and the counterparty ("Contractor").
- D. Eligible Purchaser desires to contract with Enterprise Services to access and use the available Master Contracts subject to their terms and conditions.
- E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the available Master Contracts.

and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- e. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. ASSIGNMENT. Public Benefit Nonprofit may not assign its rights under this Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void.
- g. GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- h. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- i. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Adna SD No. 226
A local GOVERNMENT AGENCY

By: [Signature]
Name: LEEAnn Parker
Title: Admin. Asst.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Rebecca Linville on behalf of Jaime Rossman
Name: Jaime Rossman
Title: Assistant Director, Contracts & Procurement