



State of Washington <b>DEPARTMENT OF ENTERPRISE SERVICES</b> Attn: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411		<b>CONTRACT USAGE AGREEMENT</b>	
		CUA No.:	<u>K8198</u>
<b>INSERT ELIGIBLE PURCHASER NAME</b> Pacific County Emergency Management Agency Tax Identification No.: 916001356 Business Contact: Scott McDougall Tel: 360-875-9338 Email: smcdougall@co.pacific.wa.us	Type of Eligible Purchaser		Effective Date: <u>3-20</u> , 202 <u>3</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	

**CONTRACT USAGE AGREEMENT**  
**FOR**  
**STATEWIDE CONTRACTS & COOPERATIVE PURCHASING AGREEMENTS**

This 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 Pacific County Emergency Management Agency, a local governmental agency ("Eligible Purchaser") and is dated and effective as March 20, 2023.

**R E C I T A L S**

- A. Enterprise Services, pursuant to Legislative authority set forth in RCW 39.26.050(1), RCW 43.19.005(2), and/or the Interlocal Cooperation Act (RCW 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
- to enable such entities (each an "Eligible Purchaser") to utilize certain competitively solicited and awarded contracts developed and/or administered by Enterprise Services to purchase goods and/or services ("Contracts").
- B. The Contracts function as enterprise procurement solutions that are designed to enable Eligible Purchasers to purchase goods and/or services cost-effectively and efficiently. The competitively solicited and awarded Contracts include:
- Statewide contracts developed and implemented by Enterprise Services on behalf of the State of Washington; and
  - Cooperative purchasing agreements developed or joined by Enterprise Services on behalf of the State of Washington.

Enterprise Services maintains a list of all such Contracts at its [Contracts Webpage](#).

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement 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.** Eligible Purchaser 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 principles that would provide for the application of the laws of another jurisdiction.
- h. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree 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.** An electronic signature or electronic record of this Agreement or any other ancillary agreement 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.

**PACIFIC COUNTY EMERGENCY MANAGEMENT AGENCY**  
**A LOCAL GOVERNMENT AGENCY**

By: \_\_\_\_\_



Name: Scott McDougall  
Title: PCEMA Director

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**  
**A GOVERNMENT AGENCY**

By: \_\_\_\_\_



Name: Jaime Rossman  
Title: Washington State Chief Procurement Officer  
Assistant Director, Contracts & Procurement