Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

State of Washington **DEPARTMENT OF ENTERPRISE SERVICES** *Attn*: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT USAGE AGREEMENT** CUA no. and effective dates will be completed by DES CUA No.: 2025CUA245 Effective Date: August 27, 2025
INSERT ELIGIBLE PURCHASER NAME City of Tumwater Business Contact: City Clerk Tel: (360) 754-4139 Email: clerksoffice@ci.tumwater.wa.us Tax Identification No.: 91-6001520	***Type of Eligible Purchaser*** ○ Washington state agency ◉ Washington local governmental agency or entity (e.g., counties, cities, school districts, public utility districts, etc.) ○ Higher Education ○ Federal governmental agency or entity ○ Tribe located in the State of Washington

CONTRACT USAGE AGREEMENT

FOR

DESIGNATED ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES ('CONTRACTS')

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 City of Tumwater, Local government governmental agency/entity ("Eligible Purchaser") and is dated and effective as August 27, 2025.

RECITALS

A. The Washington State Legislature has authorized Enterprise Services to enter into agreements with certain governmental agencies/entities (each an eligible purchaser) to enable such entities to utilize certain contracts developed and/or administered by Enterprise Services that function as enterprise procurement solutions to enable Washington state agencies and other eligible purchasers to purchase goods and/or services cost-effectively and efficiently from specified contractors at contracted prices, terms, and conditions ("Contracts"). *See* RCW 39.26.050(1); RCW 43.19.005(2); and RCW 39.34.055.

B. To enter into a *Contract Usage Agreement* with Enterprise Services as an Eligible Purchaser, the agency/entity must be one of the following:
   - Washington state agencies;
   - Washington local governmental agencies or entities;
   - Higher Education;
   - Federal governmental agencies or entities; or
   - Tribes located in Washington state.

C. Eligible Purchasers who execute a *Contract Usage Agreement* with Enterprise Services may utilize the following categories of enterprise procurement solutions for goods/services, each a category of available Contracts:

- Statewide Contracts. Contracts for goods/services developed and implemented by Enterprise Services on behalf of the State of Washington pursuant to the State's Procurement Code for Goods/Services (RCW 39.26). *See* RCW 39.26.050.
- Cooperative Purchasing Agreements. Specified Cooperative purchasing agreements for goods/services developed or joined by Enterprise Services on behalf of the State of Washington. *See* RCW 39.26.060.
- Legislatively Directed Contracts. Certain 'mandatory use' or other contracts for goods/services in which the Washington State Legislature has specified for use by Washington state agencies and/or other eligible purchasers – e.g., Correctional Industries contracts. *See* RCW 39.26.251.

Enterprise Services maintains a list of all such Contracts at its Contracts Webpage.

D. Eligible Purchaser desires to contract with Enterprise Services to access and use the 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 Contracts.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION**. This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.

2. **ELIGIBLE PURCHASER'S REPRESENTATIONS AND WARRANTIES**. Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Contract by Eligible Purchaser. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.

   a. ELIGIBLE PURCHASER STATUS. Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), and/or the Interlocal Cooperation Act (RCW 39.34), it is an entity that is eligible to utilize Enterprise Services' Contracts. Eligible Purchaser further represents and warrants that, upon request from Enterprise Services, Eligible Purchaser shall provide documentation to confirm its eligibility to use the Contracts.

   b. CONTRACT AUDITS. Eligible Purchaser represents and warrants that it shall cooperate with Enterprise Services, the Office of the State Auditor, federal officials, and/or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Contracts that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Contracts.

3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY**. Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Contract's awarded contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Contract.

4. **SEPARATE RESPONSIBILITY**. Each party to this Agreement shall be responsible for the acts, errors, and omissions of itself and it's own officers, employees, and agents acting within the scope of the performance of this Agreement and within the scope of their authority.

5. **RESOLVING CONTRACT PURCHASE DISPUTES**. The parties agree that, if there are any disputes between Eligible Purchaser and a Contract contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Contract, work in good faith with the contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a contractor on behalf of Eligible Purchaser and all other users of the applicable Contract. In such event, Enterprise Services' resolution shall be binding.

6. **AGREEMENT ADMINISTRATION & NOTICES**.

   a. AGREEMENT CONTACTS. The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement. The parties may change agreement administrators by written notice as set forth below.

Enterprise Services	**Eligible Purchaser**
Attn: Contracts & Procurement	Attn: City Clerk
Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411	Address: City of Tumwater 555 Israel Rd SW Tumwater, WA 98501
Email: CUA@des.wa.gov	Email: clerksoffice@ci.tumwater.wa.us

   b. ADDITIONAL AGREEMENT CONTACTS FOR ELIGIBLE PURCHASER. If necessary or desired, Eligible Purchaser may specify alternative or additional contacts for purposes of this Agreement (e.g., Eligible Purchaser may specify alternative or additional contacts for usage of certain Contracts such as vehicle ordering); *Provided*, however, that such alternative or additional contacts must utilize email notification to facilitate computer-generated cost-effective and efficient communication between the parties. Eligible Purchaser may designate such additional contacts at any time as set forth below.

   c. NOTICES. Any notices required or desired shall be in writing and sent by U.S. mail (postage prepaid) or email, and shall be sent to the respective addressee at the respective address or email address set forth above or to such other address or email address as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7. **GENERAL PROVISIONS**.

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.

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.

City of Tumwater

A Local government **GOVERNMENT AGENCY**

By: Debbie Sullivan
Digitally signed by Debbie Sullivan
Date: 2025.08.26 11:07:36 -07'00'

Name: Debbie Sullivan

Title: Mayor

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
A GOVERNMENT AGENCY

By: Rebecca Linville
Digitally signed by Rebecca Linville
Date: 2025.08.27 07:23:35 -07'00'

Name: Rebecca Linville

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

NOTE: Please sign in Adobe and submit this form electronically. It will delay processing if you physically print and sign the form.