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** **PUBLIC BENEFIT NONPROFIT**
INSERT PBNP NAME Washington State Emergency Management Association UBI No.: 601657507 PBNP Contact: Alysha Kaplan Tel: 253-332-1624 Email: president@wsema.org Tax Identification No.: 91-1228753	CUA no., effective date, and expiration date will be completed by DES PBNP CUA No.: 2025PBNP290 Effective Date: July 22, 2025 Expiration Date: July 21, 2030

PUBLIC BENEFIT NONPROFIT ORGANIZATION (PBNP) CONTRACT USAGE AGREEMENT
FOR
DESIGNATED ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES ('CONTRACTS')

This *PBNP 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 Washington State Emergency Management Association, a Washington public benefit nonprofit corporation ("**PBNP Purchaser**") and is dated and effective as July 22, 2025.

R E C I T A L S

A. The Washington State Legislature has authorized Enterprise Services to enter into agreements with certain public benefit nonprofit organizations 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 qualify to enter into a *PBNP Contract Usage Agreement* with Enterprise Services, the public benefit nonprofit organization currently must be designated as a public benefit nonprofit corporation by the Washington Secretary of State. *See* RCW 24.03A.245. In addition, the public benefit nonprofit organization currently must receive some local, state, or federal funding directly or through a public agency other than an Indian tribe or a political subdivision of another state. *See* RCW 39.34.055.

C. Qualified public benefit nonprofit organizations who execute a *PBNP 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. **PBNP 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 **PBNP Purchaser** to use the Contracts as an eligible purchaser.

AGREEMENT

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

1. **TERM**. The term of this Agreement is sixty (60) months, commencing July 22, 2025, and ending July 21, 2030; *Provided*, however, either party may terminate this Agreement upon thirty (30) calendar days' prior written notice.

2. **PBNP PURCHASER'S REPRESENTATIONS AND WARRANTIES**. **PBNP 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 **PBNP Purchaser**. If, at the time of any such order, **PBNP Purchaser** cannot make such representations and warranties, **PBNP Purchaser** shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.

   a. DESIGNATED PUBLIC BENEFIT NONPROFIT CORPORATION. **PBNP Purchaser** represents and warrants that **PBNP Purchaser** currently is designated as a public benefit nonprofit corporation by the Washington Secretary of State. **PBNP Purchaser** further represents and warrants that, during the term of this Agreement, it will notify Enterprise Services in writing in three business days in the event **PBNP Purchaser**:

      i. Does not renew its designation as a public benefit nonprofit corporation by the Washington Secretary of State; or

      ii. the Washington Secretary of State removes **PBNP Purchaser's** designation as a public benefit nonprofit corporation.

   b. PUBLIC FUNDS. **PBNP Purchaser** represents and warrants that **PBNP Purchaser** currently receives some local, state, or federal funding either directly or through a public agency other than an Indian tribe or a political subdivision of another state. For purposes of this section, 'public agency' means (1) any agency, political subdivision, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; (2) any agency of Washington state government; (3) any agency of the United States. **PBNP Purchaser** further

represents and warrants that, during the term of this Agreement, it will notify Enterprise Services in writing in three business days in the event **PBNP Purchaser** no longer receives some local, state, or federal funding as set forth herein.

c. DOCUMENTATION. **PBNP Purchaser** represents and warrants that, upon request from Enterprise Services, **PBNP Purchaser** shall provide documentation to confirm its status as a qualified public benefit nonprofit organization for purposes of utilizing the Contracts.

d. SUSPENSION & DEBARMENT. **PBNP Purchaser** represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

e. CONTRACT AUDITS. **PBNP 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 **PBNP Purchaser** has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Contracts.

3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY; & INDEMNITY**. **PBNP Purchaser** understands and agrees that it shall: (a) only access and use Contracts for which public benefit nonprofit organizations are eligible purchasers; (b) deal directly with the Contract contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Contract, as authorized by this Agreement; (c) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Contract; and (d) to the fullest extent permitted by law, defend, indemnify, and hold harmless Enterprise Services and its employees and agents from and against all claims, demands, and judgments, including, without limitation, sums paid in settlement of claims, and attorneys' fees arising from any act or omission of **PBNP Purchaser** or its agents under this Agreement, except to the extent such claims are caused by Enterprise Services' negligence.

4. **RESOLVING CONTRACT PURCHASE DISPUTES**. The parties agree that, if there are any disputes between **PBNP Purchaser** and a Contract contractor, **PBNP 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, **PBNP Purchaser** shall 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 **PBNP Purchaser** and all other eligible purchasers of the applicable Contract. In such event, Enterprise Services' resolution shall be binding.

5. **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. **PBNP 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.

Washington State Emergency Management Association

A WASHINGTON PUBLIC BENEFIT NONPROFIT CORPORATION

By: Kaplan, Alysha Digitally signed by Kaplan, Alysha Date: 2025.07.15 13:05:24 -07'00'

Name: Alysha Kaplan

Title: WSEMA President, 2024-2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Linville, Rebecca (DES) Digitally signed by Linville, Rebecca (DES) Date: 2025.07.22 11:51:35 -07'00'

Name: Rebecca Linville

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

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