

Agreement Number:

K5200

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 Educational Opportunities for Children & Families
Entity Name

a state agency, or local or 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 thirty (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 mailed or faxed.

Organization Name: <u>Educational Opportunities for Children & Families</u>		
Tax Identification Number: <u>91-0820018</u>		
Unified Business Identifier: <i>Required for Non-Profit:</i> <u>601-129-208</u>		
Contact Name: <u>Rehah Strong / Alana Rhea</u>		
Title: <u>Executive Director / Director of Finance</u>		
Address: <u>17800 SE Mill Plain Blvd Suite 150</u>		
City: <u>Vancouver</u>	State: <u>WA</u>	Zip: <u>98683</u>
Phone Number: <u>360-567-2707 / 360-567-2759</u>		
Email Address: <u>rehah.strong@eocfwa.org / alana.rhea@eocfwa.org</u>		

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 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.

02574

Agreement Number: _____

DES Use Only

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, the 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

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

Educational Opportunities for Children & Families

Entity Name

Entity Name

Signature

Signature

Farrell Presnell, Assistant Director

Bekah Strong, Executive Director

Name/Title

Name/Title

Date

Date

3/27/18

3/20/18

Summary Fiscal Year Budget for November 2017 through October 2018

Program	HS	EHS	HS Subsidy	EHS Subsidy	Hot Shots	Corp	ECCAP	USDA	TOTALS
Personnel Wages	3,117,204	735,052	102,187	134,427	90,840	0	2,050,608	140,535	6,370,853
Personnel Taxes/Benefits	1,055,101	232,473	39,167	47,951	10,983	0	668,193	73,200	2,127,068
Non Personnel	565,079	100,689	0	0	30,494	0	453,604	222,265	1,372,130
Total Program Expenses	4,737,384	1,068,214	141,354	182,378	132,316	0	3,172,406	436,000	9,870,051
Non-Program									
Personnel Wages	522,424	100,428	12,411	14,406	6,844	17,387	366,356	0	1,040,256
Personnel Taxes/Benefits	153,848	28,530	3,474	4,034	1,770	13,290	106,793	0	311,739
Non Personnel	508,754	151,490	8,680	9,480	2,941	31,006	354,098	0	1,066,451
Total Non Program Expenses	1,185,026	280,448	24,565	27,920	11,556	61,684	827,247	0	2,418,446
Projected Revenue	5,922,410	1,348,662	220,000	255,000	225,000	100,000	3,999,653	436,000	12,506,725
Total Expense	5,922,410	1,348,662	165,919	210,298	143,872	61,684	3,999,653	436,000	12,288,497
Net Balance	(0)	0	54,081	44,702	81,128	38,316	0	0	218,228
less HotShots Profit Share					(60,846)				(60,846)
Projected Net Gain					20,282				157,382
Vacany Allowance @ 3.5%	(124,806)	(37,025)	(4,595)	(5,324)	(4,696)		(83,271)		(259,717)
Fiscal FY 2017 Budget									
Total Revenue	5,552,851	1,335,626	200,000	225,000	225,000	60,000	3,423,577	427,000	11,449,054
Projected Expense	5,552,851	1,335,626	149,948	188,834	164,908	35,513	3,423,577	427,000	11,278,257
Board-approved FY 2017 Budget	0	0	50,052	36,166	60,092	24,487	0	0	170,797

JUN 09 1997

Internal Revenue Service

Department of the Treasury

District
Director

300 N. Los Angeles Street, MS 7043
Los Angeles, CA 90012

ECONOMIC OPPORTUNITY COMMITTEE
OF CLARK COUNTY INC.
10621 NE COXLEY DR.
VANCOUVER, WA 98662-6122

Person to Contact: L. Barragan

Telephone Number: (213) 894-2336

Refer Reply to: EO(0512)97

Date: May 22, 1997

EIN: 91-0820018

UBI-601-129-208

Dear Taxpayer:

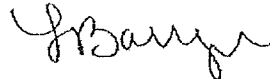
This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate this organization was recognized to be exempt from Federal Income Tax in FEBRUARY 1967 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the Code, because it is an organization described in Section 170(b)(1)(A)(vi).

The exempt status for the determination letter issued in FEBRUARY 1967 continues to be in effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,



L. Barragan
Disclosure Assistant



AFS

SECRETARY
of STATEAPPLICATION FOR STATUS AS A
PUBLIC BENEFIT NONPROFIT CORPORATIONRECEIVED
SECRETARY OF STATE
STATE OF WASHINGTON

RETURN TO:

CORPORATIONS DIVISION
505 E. UNION
PM-21
OLYMPIA, WA 98504-0419

JUN 30 1992

CK _____ CASH _____

TR _____ AMT _____

(1) Name of corporation: ECONOMIC OPPORTUNITY COMMITTEE OF CLARK COUNTY, INC.(2) Unified Business Identifier (UBI) number or state Department of Revenue number: 601129208000

(3) Is the corporation a non-stock, nonprofit corporation, incorporated under Chapter 24.03 RCW?

☒ YES☐ NO☐ UNKNOWN

(4) Please check the appropriate box regarding recognition by the Internal Revenue Service (IRS) as tax exempt under Section 501(c)(3):

☒ The corporation has received from the IRS a letter of determination of tax exempt status under Section 501(c)(3)Date received: August 1967 (Confirmed 8/2/88)☐ The corporation is an entity that is not required to apply for tax exempt status under Section 501(c)(3)

Why is the corporation not required to apply for tax exempt status?

☐ Religious organization☐ Other _____
(Please list)☐ The corporation is in the process of applying for tax exempt status under Section 501(c)(3)

Date Form 1023 submitted to the IRS: _____

☐ The corporation is not recognized as tax exempt by the IRS

(5) Does the corporation wish to have the term "Public Benefit" affixed to its corporate name?

☐ YES☒ NO

(X)

Larry L. Smith
SIGNATURE OF OFFICER

Executive Director

TITLE OF OFFICER

3/20/92

DATE FORM IS SIGNED

Document must be signed by an officer of the corporation. Under state law, an officer is designated as either President, Vice-President, Secretary or Treasurer.

