

Agreement Number: **K5726**

DES Use Only

CUST# 50145-004

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 YWCA YAKIMA,

Organization Name

a state agency, local, 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 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 e-mailed.

Organization Name: <u>YWCA YAKIMA</u>		
Tax Identification Number: <u>91-0565563</u>		
Unified Business Identifier: <i>Required for Non-Profit:</i> <u>397001796</u>		
Contact Name: <u>Cheryl Kilty</u>		
Title: <u>Executive Director</u>		
Address: <u>818 W. Yakima Ave</u>		
City: <u>Yakima</u>	State: <u>WA</u>	Zip: <u>98902</u>
Phone Number: <u>509-248-7796</u>		
Email Address: <u>CKilty@Ywcayakima.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.

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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, 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

**WASHINGTON STATE DEPARTMENT
OF ENTERPRISE SERVICES**

Name: <u>[Signature]</u>	Organization Name: <u>YWCA Yakima</u>
Assistant Director Signature: <u>Eci Ameh, Assistant Director</u>	Signature: <u>Cheri Kilty, Executive Director</u>
Name/Title: <u>12/17/2018</u>	Name/Title: <u>12/13/18</u>
Date: _____	Date: _____

Top Ten Funders

Agencies	Amount	Percentage
Department of Social and Human Services	\$33,5415	24%
Yakima Housing Authority	\$125,000	8%
The Dorothy and Fred Plath Foundation	\$100,000	7%
Consolidated Homeless Grant	\$100,000	7%
United Way of Central Washington	\$55,000	4%
Domestic Violence Legal Advocacy	\$23,000	2%
VAWA STOP Grant	\$29,439	2%
72 Hour Grant	\$24,000	2%
Solarity Credit Union	\$ 12685.11	1%
Pacific Northwest University of Health Sciences	\$15,000	1%
Janie and Cliff Plath	\$15,000	1%

INTERNAL REVENUE SERVICE
EP/EO

Internal Revenue Service
EP/EO Disclosure Desk
P.O. Box 2350 Los Angeles, CA 90053

YOUNG WOMENS CHRISTIAN
ASSOCIATION
15 N MACHES AVE
YAKIMA, WA 98901

Person to Contact:
F Mirafior or L Barragan
Telephone Number:
(213)894-4232
Refer Reply to:
91-611

Date: OCT 12 1990

RE: 91-0565563
YOUNG WOMENS CHRISTIAN
ASSOCIATION

Gentlemen:

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

A review of our records indicates that the above-named organization was recognized to be exempt from Federal income tax in August 1942, as an organization 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 509(A)(2).

This letter is to verify your exempt status and the fact that the determination letter issued on August 1942 continues to be in effect.

If you are in need of further assistance, please feel free to contact me at the above address.

We appreciate your cooperation in this regard.

Sincerely,

H. C. Mirafior

Disclosure Assistant

