

K5794
Agreement Number:

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 Housing Authority of the City of 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>Yakima Housing Authority</u>		
Tax Identification Number: <u>91-1019845</u>		
Unified Business Identifier: Required for Non-Profit: <u>601-144-738</u>		
Contact Name: <u>Corina Posekany</u>		
Title: <u>Controller</u>		
Address: <u>810 N 6th Ave</u> <u>PO Box 1447</u>		
City: <u>Yakima</u>	State: <u>WA</u>	Zip: <u>98902 98907</u>
Phone Number: <u>(509) 453-3106 ext 103</u>		
Email Address: <u>corina.posekany@yakimahousing.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: _____ Organization Name: _____

Assistant Director Signature: _____ Signature: _____

Eci Ameh, Assistant Director

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

1/29/2019

Corina Posekany Controller
January 8, 2019

Yakima Housing Authority
Direct Program Budget
For the Calendar Year 2019

	Tax Credit									
	41	87	35	36	37	34	85			
USDA										
Gross Dwelling Rents	YHA Family +	Valley Seven	Nueva Prima	Glenn Acres	Naches Hous	Mariposa Pa	Harmony Pa			
Utility Charge	1,465,368	839,988	553,128	183,756	212,962	238,152	197,608			
	(142,152)	(154,656)	(54,720)	-	-	(36,684)	(25,704)			
Net Dweller 3110.000.000	1,323,216	685,332	498,408	183,756	212,962	201,468	171,904			
Federal Rent Subsidy 3110.100.000	-	567,816	-	130,884	237,638	-	38,024			
Gross Dwelling Income	1,323,216	1,253,148	498,408	314,640	450,600	201,468	209,928			
Vacancy Charge 3110.000.000	(26,464)	(37,594)	(14,952)	(3,146)	(4,506)	(6,044)	(13,752)			
Net Dwelling Rents	1,296,752	1,215,554	483,456	311,494	446,094	195,424	196,176			
Housing Choice Vouchers	-	-	-	-	-	-	-			
HCV Administration Fees	-	-	-	-	-	-	-			
Family Self-Sufficiency	-	-	-	-	-	-	-			
Tenant Charges 3690.200.000	27,000	33,000	17,500	6,700	12,000	5,785	5,000			
Non-Dwelling Rents 3110.100.000	-	-	-	-	-	-	-			
Laundry Machines	-	-	-	-	-	-	-			
Total Income	1,323,752	1,248,554	500,956	318,194	458,094	201,209	201,176			
Housing Assistance Payments	-	-	-	-	-	-	-			
Maintenance Wages and Benefits	185,431	175,542	46,976	46,976	61,810	32,141	29,669			
Housing Wages and Benefits	87,941	124,370	22,279	31,471	41,410	15,243	14,286			
HCV Wages and Benefits	22,371	5,521	12,503	1,477	-	1,011	-			
FSS Wages and Benefits	-	-	-	-	-	-	-			
Management Fees	149,749	150,228	37,310	37,310	49,092	25,528	32,176			
Travel and Training 4140.040.00	26,776	25,348	6,783	6,783	8,925	4,641	4,284			
Maintenance and Grounds	162,600	131,309	31,970	13,269	27,719	18,210	17,500			
Utilities	132,229	322,205	52,720	32,850	49,042	44,400	32,515			
Professional Services	48,400	28,000	5,475	5,500	16,930	1,800	4,200			
Collection Charge 4570.000.0	38,903	36,467	14,504	9,345	13,383	5,863	5,885			
Sundry	24,228	24,730	3,110	6,050	15,615	3,513	2,800			

Insurance	29,766	34,321	9,521	6,340	9,255	6,100	4,735
Supportive Services 4110.100.000	-	-	31,490	-	-	-	-
Computer and Copier Maintenance	7,956	2,000	3,668	3,621	5,060	1,600	3,000
Equipment Operating Costs	4,000	4,100	1,142	986	1,129	746	1,307
Equipment Replaceme 4430.110.000	8,946	8,469	2,266	2,266	2,982	1,551	1,431
Office Equipment Repl 4430.120.000	2,816	2,666	713	713	100	488	451
Total Operating Expenses	932,112	1,075,274	282,431	204,959	302,453	162,835	154,240
Net Operating Income (Expense)	391,640	173,279	218,525	113,235	155,641	38,374	46,936

Net Restricted Assets	-	-	-	-	-	-	-
Unrestricted Net Assets	-	-	-	-	-	-	-
Extra Ordinary Expenses	-	-	-	-	-	-	-
Capital Res 7010.000.000	53,550	62,004	14,110	-	-	5,000	28,652
Capital Leases - Cash Flow require	300,000	-	-	-	-	-	-
Debt Servic 7000.000.000	-	99,798	150,306	113,101	147,274	4,000	17,846
Net Cash Flows	38,090	11,477	54,109	134	8,367	29,374	438

Annual Operating Cost per Unit/Bed	6,214	7,572	7,432	5,394	6,049	6,263	6,427
Debt Service Coverage	NA	1.74	1.45	1.00	NA	9.59	2.63

88	42	25	26	89	
Cosecha Cou	Toppenish Fe	Laundry Fun	Housing Cho	Family Self-	Cosecha Court II
126,180	231,252	-	-	-	350,352
-	(49,104)	-	-	-	-
126,180	182,148	-	-	-	350,352
113,400	-	-	-	-	-
239,580	182,148	-	-	-	350,352
(44,163)	(1,821)	-	-	-	(105,106)
195,417	180,327	-	-	-	245,246
-	-	-	5,060,107	-	-
-	-	-	720,302	-	-
-	-	-	31,490	115,967	-
-	3,500	-	-	-	-
-	-	-	-	-	-
-	-	19,000	-	-	-
195,417	183,827	19,000	5,811,899	115,967	245,246
-	-	-	4,938,050	-	-
12,362	37,086	-	-	-	7,668
38,396	18,013	-	28,569	-	13,218
389	1,166	-	383,298	-	-
-	-	-	-	114,605	-
12,935	-	-	233,216	-	4,162
1,785	5,355	-	30,428	-	1,071
22,920	8,525	-	225	-	20,300
43,000	65,630	-	-	-	46,529
1,700	14,550	-	24,200	-	3,320
-	5,410	-	-	-	-
5,550	3,750	-	25,130	-	5,550
Total Direct					
	4,398,746				
	(463,020)				
	3,935,726				
	1,087,762				
	5,023,488				
	(257,550)				
	4,765,938				
	5,060,107				
	720,302				
	147,457				
	110,485				
	-				
	19,000				
	10,823,289				
	4,938,050				
	635,662				
	435,196				
	427,737				
	114,605				
	731,707				
	122,181				
	454,547				
	821,120				
	154,075				
	129,758				
	120,026				

3,500	8,763	5,420	-	3,500
-	-	8,200	-	-
1,750	1,682	44,387	-	1,750
841	547	2,801	-	813
596	1,789	6,991	-	37,645
188	563	19,001	-	28,652
145,913	172,830	5,749,915	114,605	174,178
49,504	10,996	1,000	1,362	71,068

121,220
39,690
76,474
26,413
84,933
56,352
9,359,987
1,463,302

-	-	122,057	-	-
-	-	(60,073)	-	-
-	-	-	-	-
36,000	7,500	-	-	25,200
-	-	-	-	-
7,490	-	-	-	45,750
6,014	3,496	1,000	1,362	118

122,057
(60,073)
232,016
300,000
585,565
283,738

1,920	5,761.01	NA	NA	2,292
6.61	NA	NA	NA	

6,628

RCW 35.82.210**Tax exemption and payments in lieu of taxes—Definitions.**

(1) The property of an authority is declared to be public property used for essential public and governmental purposes and such property and an authority shall be exempt from all taxes and special assessments of the city, the county, the state or any political subdivision thereof: PROVIDED, HOWEVER, That in lieu of such taxes an authority may agree to make payments to the city or the county or any such political subdivision for improvements, services and facilities furnished by such city, county or political subdivision for the benefit of a housing project, but in no event shall such payments exceed the amount last levied as the annual tax of such city, county or political subdivision upon the property included in said project prior to the time of its acquisition by the authority.

(2) For the sole purpose of the exemption from tax under this section:

(a) "Authority," in addition to the meaning in RCW 35.82.020, also means tribal housing authorities and intertribal housing authorities.

(b) "Intertribal housing authority" means a housing authority created by a consortium of tribal governments to operate and administer housing programs for persons of low income or senior citizens for and on behalf of such tribes.

(c) "Tribal government" means the governing body of a federally recognized Indian tribe.

(d) "Tribal housing authority" means the tribal government or an agency or branch of the tribal government that operates and administers housing programs for persons of low income or senior citizens.

[2000 c 187 § 2; 1965 c 7 § 35.82.210. Prior: 1939 c 23 § 22; RRS § 6889-22. Formerly RCW 74.24.210.]

NOTES:

Finding—2000 c 187: "Affordable and accessible housing is of great concern and importance to the legislature and the people of this state. The legislature recognizes the important role housing authorities serve in creating and maintaining housing for low-income persons and senior citizens. The legislature finds that tribal housing authorities should be afforded the same exemptions from tax as all other housing authorities and extends the exemption from state and local tax to tribal housing authorities." [2000 c 187 § 1.]

Effective date—2000 c 187: "This act takes effect July 1, 2000." [2000 c 187 § 3.]

