

K 6073

Agreement Number _____ <i>DES Use Only</i>

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 Royal School District 100,
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>Royal School District No. 100</u>		
Tax Identification Number: <u>91-6012307</u>		
Unified Business Identifier: <i>Required for Non-Profit:</i> <u>139 00 2 116 000</u>		
Contact Name: <u>GREG PIKE</u>		
Title: <u>BUSINESS Manager</u>		
Address: <u>901 Ahlers Rd. / PO Box 486</u>		
City: <u>Royal City</u>	State: <u>WA</u>	Zip: <u>99357</u>
Phone Number: <u>509-346-2222</u>		
Email Address: <u>gpike@royalsd.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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Agreement Number: _____
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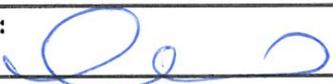
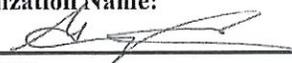
- 6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
 - 7. Master Contract Audits: Buyer agrees to cooperate with DES, Office of the State Auditor, federal officials, or any third party authorized 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.

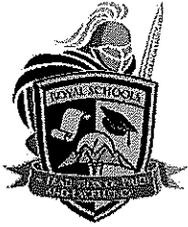
IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

**WASHINGTON STATE DEPARTMENT
OF ENTERPRISE SERVICES**

Royal School District 1100

Name: 	Organization Name: Royal School District 1100
Assistant Director Signature:  Asst Director	Signature:  Business Manager
Name/Title:  Asst Director 6/11/2019	Name/Title: 6/4/2019
Date: 6/11/2019	Date: 6/4/2019



Royal School District
Superintendent- Roger W. Trail

A tradition of pride and excellence
Una tradición de orgullo y excelencia

901 Ahlers Ave ↓ P.O. Box 486
Royal City, WA 99357
Phone (509)346-2222
FAX (509) 346-8746
www.royal.wednet.edu

To Whom It May Concern:

This letter outlines the understanding of the Royal School District as to the status of donations or grants awarded to the school district. Based upon review of the applicable Internal Revenue Code (IRC), donation or grants to the district receive status as charitable contributions by the donor, if used solely for a "public purpose."

As a political subdivision of the State of Washington, the district is not classified as a "501 (c) (3), charitable organization"; however, the provisions of IRC Section 170 govern donations and grants to the district. Specifically:

- Section 170(a)(1) "General rule – There shall be allowed as a deduction any charitable contribution (as defined in subsection (c)) payment of which is made within the taxable year
- Section 170(c) "Charitable Contribution Defined – For purpose of this section, the term 'charitable contribution' means a contribution or gift to or for the use of (1) A State, a possession of the United States, or any political subdivision of any of the foregoing... but only if the contribution or gift is made for exclusively public purposes."

The code does not specifically define "public purposes", but it is interpreted to mean the contribution or gift must not be intended to benefit any particular individual.

The Royal School District welcomes donations and grants made for the benefit of our educational program and students, and has in place accounting and reporting procedures to ensure that all donations and grants are used for their intended purpose.

If you have any questions regarding this matter, please contact me at 509-346-2222.

Sincerely,

Greg Pike
Business Manager
Royal School District 160

REPORT F196

Royal School District No. 160

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E.S.D. 105

Statement of Revenues, Expenditures, and Changes in Fund Balance

COUNTY: 13 Grant

Governmental Funds

For the Year Ended August 31, 2018

	General Fund	ASB Fund	Debt Service Fund	Capital Projects Fund	Transportation Vehicle Fund	Permanent Fund	Total
REVENUES:							
Local	1,726,814.68	367,328.29	786,733.02	53,887.54	4,428.64		2,919,193.17
State	17,377,890.43		0.00	0.00	103,662.14		17,481,552.57
Federal	2,736,824.40		5,073.60	0.00	0.00		2,741,898.00
Federal Stimulus	0.00						0.00
Other	0.00			0.00	0.00	0.00	0.00
TOTAL REVENUES	21,239,431.51	367,328.29	791,806.62	53,887.54	108,090.74	0.00	22,260,544.66

