

Agreement Number: **156357**

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 **HILLTOP ACTION COALITION**,

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: HILLTOP ACTION COALITION | | |
| Tax Identification Number: 28-816894 | | |
| Unified Business Identifier: <i>Required for Non-Profit:</i> 602 683 521 | | |
| Contact Name: KRISTINE COMAN | | |
| Title: OFFICE MANAGER | | |
| Address: 1116 EARNEST S BRAZILL ST | | |
| City: TACOMA | State: WA | Zip: 98405 |
| Phone Number: 253 - 442 - 8848 | | |
| Email Address: hac.office15@gmail.com | | |

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: _____

Assistant Director Signature: _____

Name/Title: _____

Date: _____

HILLTOP ACTION COALITION

Organization Name: _____

Signature: _____

Name/Title: _____

Date: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 08 2008**

HILLTOP ACTION COALITION
1224 SOUTH I ST
TACOMA, WA 98405-5021

Employer Identification Number:
20-8160894
DLN:
17053003069028
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
December 27, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

HILLTOP ACTION COALITION

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension



Filed
Secretary of State
State of Washington
Date Filed: 10/23/2019
Effective Date: 10/23/2019
UBI #: 602 683 521

EXPRESS ANNUAL REPORT WITHOUT CHANGES

BUSINESS INFORMATION

Business Name:

HILLTOP ACTION COALITION

UBI Number:

602 683 521

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

1116 EARNEST S BRAZILL ST, TACOMA, WA, 98405-4022, UNITED STATES

Principal Office Mailing Address:

1116 EARNEST S BRAZILL ST, TACOMA, WA, 98405-4022, UNITED STATES

Expiration Date:

01/31/2021

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/Registration Date:

01/07/2007

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

CHARITABLE

REGISTERED AGENT RCW 23.95.410

| Registered Agent Name | Street Address | Mailing Address |
|--------------------------|--|--------------------|
| BRENDAN NELSON | 1116 EARNEST S BRAZILL ST, TACOMA, WA, 98405-4022, UNITED STATES | |

GOVERNORS

| Title | Type | Entity Name | First Name | Last Name |
|----------|------------|-------------|------------|-----------|
| GOVERNOR | INDIVIDUAL | | BRENDAN | NELSON |

CONTROLLING INTEREST

1. Does your company own real property (including leasehold interests) in Washington?

NO

2. Has there been a transfer of stock, other financial interest change, or an option agreement exercised during the last 12 months that resulted in a transfer of controlling interest?

NO

3. Has an option agreement been executed in the last 12 months allowing for the future purchase or acquisition of the entity, that, if exercised would result in a transfer of controlling interest?

NO

You must contact the Washington State Department of Revenue to report a Controlling Interest Transfer **IF**:

* This company owns land, buildings or other real estate in Washington State,

AND

* Answered "YES" to questions 2 or 3 above.

Failure to report a Controlling Interest Transfer is subject to penalty provisions of RCW 82.45.220.

For more information on **Controlling Interest**, please call the Department of Revenue at (360) 534-1503, option 1, or visit www.dor.wa.gov/REET

CONFIRMATION EMAIL ADDRESS

Note: Please enter in the email address you would like confirmation sent of this annual report and payment receipt.

Email Address:

GREG.WALKER44@LIVE.COM

AUTHORIZED PERSON

Person Type:

INDIVIDUAL

First Name:

GREG

Last Name:

WALKER

Title:

TREASURER

☒ This document is hereby executed under penalty of law and is to the best of my knowledge, true and correct.



City of Tacoma
Neighborhood and Community Services

To Whom It May Concern:

The Hilltop Action Coalition (HAC), located at 1116 Earnest Brazil St in Tacoma, WA, has been awarded a \$25,000 contract by the City of Tacoma to provide community mobilization services to residents of Tacoma for 2019-2020.

Funded community mobilization activities by HAC shall demonstrate one or more following mobilization outcomes:

- 1) Participants maintaining or achieving sense of safety in their community
- 2) Participants deepening sense of place by telling the story of the community
- 3) Educating the community to utilize existing resources to improve their neighborhoods
- 4) Capacity building to advocate policy in their neighborhoods
- 5) Creating new opportunities for neighborhoods to connect and support one another

If you have questions regarding the funding agreement or need more information, please contact Kristin Ely at kely@cityoftacoma.org or 253-591-2047.

Sincerely,

Allyson Griffith
Neighborhood and Community Services Program Manager

