

Agreement Number: **K5725**

DES Use Only

CWST # 84627-009

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 Whatcom County Cemetery Dist # 7,
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>Whatcom County Cemetery Dist. # 7</u>		
Tax Identification Number:		
Unified Business Identifier: <i>Required for Non-Profit:</i>		
Contact Name: <u>David L. Johnson</u>		
Title: <u>Manager / Sexton</u>		
Address: <u>7041 Vista drive</u>		
City: <u>Ferndale</u>	State: <u>WA.</u>	Zip: <u>98248</u>
Phone Number: <u>(360) 366-5341</u>		
Email Address: <u>enterprise-cemetery@gmail.com</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

Enterprise Cemetery
Whatcom Co. Cemetery Dist # 7

Name:

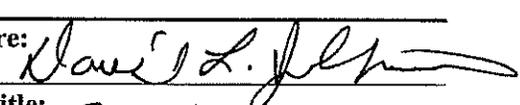


Organization Name:

Assistant Director Signature:

Eci Ameh, Assistant Director

Signature:



Name/Title:

12/17/2018

Name/Title:

Sexton

Date:

Date:

12/9/2018



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-10-2015

Employer Identification Number:
81-0793461

Form: SS-4

Number of this notice: CP 575 A

ENTERPRISE CEMETERY DISTRICT 7
7041 VISTA DR
FERNDALE, WA 98248

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-0793461. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941

04/30/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

Boyer-Shaw, Angela M. (DES)

From: Barbara Johnson <babsj8@aol.com>
Sent: Thursday, December 13, 2018 6:03 PM
To: Boyer-Shaw, Angela M. (DES)
Cc: babsj8@aol.com; enterprisecemetery@gmail.com
Subject: RE: Master Contract Usage Agreement
Attachments: ECtaxid12122018.pdf

Hi Angela,

Attached is a copy of our tax id number per your request. In regards to the other item, we have never filed for a PBNP, and do not have one. We are a county cemetery, district #7, under Whatcom County. Our funding comes from local property taxation only.

If you require anything else please reach out to David Johnson, Sexton at 360-366-5341.

Thank you-

Barbara Johnson

-----Original Message-----

From: Boyer-Shaw, Angela M. (DES) [mailto:angela.boyer-shaw@des.wa.gov] On Behalf Of DES MCUA
Sent: Wednesday, December 12, 2018 10:25 AM
To: Johnson, Barbara J - BELLINGHAM WA <barbara_johnson@ml.com>; DES MCUA <MCUA@des.wa.gov>
Subject: RE: Master Contract Usage Agreement

Thanks for submitting your request for a Master Contract Usage Agreement with the Department of Enterprise Services. Before I can process your request, I will need you to provide me with copies of the following information 1. IRS confirmation of 501 (c) 3 status 2. Washington Secretary of State Public Benefit Non-Profit (PBNP) filing (print out) 3. Statement of Funding Source(s) *e.g. local, state, or federal funds) Thank you,

Angela Boyer-Shaw
Customer Service
WA State Department of Enterprise Services Contracts, Procurement PO Box 41411
Phone: 360-407-8056

-----Original Message-----

From: barbara_johnson@ml.com <barbara_johnson@ml.com>
Sent: Wednesday, December 12, 2018 7:22 AM
To: DES MCUA <MCUA@des.wa.gov>
Cc: barbara_johnson@ml.com
Subject: Master Contract Usage Agreement

Contact Dave Johnson 360-366-5341 with questions

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