

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 Northwest Laborers Employers Training Trust,

*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>Northwest Laborers Employers Training Trust</u>		
Tax Identification Number: 91-1283259		
Unified Business Identifier: <i>Required for Non-Profit:</i> 601-139-181		
Contact Name: Paul Huston		
Title: Instructor		
Address: 27055 Ohio Ave		
City: Kingston	State: WA	Zip: 98346
Phone Number:		360-297-3035
Email Address:		phuston@nwlett.org

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  
Email to: **mcua@des.wa.gov** Attn: Contracts Resource Center  
P.O. Box 41411  
Olympia, WA 98504-1411
5. Financial Responsibility: Financial Responsibility: Buyer supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this : Buyer will deal directly with Master Contract contractor, will deal directly with the Master Contract contractor,

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: Northwest Laborers Employers Training Trust
Assistant Director Signature: <u>Eci Ameh, C&amp;P Asst Director</u>	Signature: 
Name/Title: <u>1/29/2020</u>	Name/Title: Paul Huston / Instructor
Date: <u>1/29/2020</u>	Date: 1/27/2020

## Scott, Christopher (DES)

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**From:** Paul Huston <phuston@nwlett.org>  
**Sent:** Wednesday, January 22, 2020 1:38 PM  
**To:** DES MCUA  
**Subject:** RE: MCUA Northwest Laborers Employers Training Trust / Signed Application  
**Attachments:** MCUA.docx; NWLETT IRS Determination Letter.pdf

Christopher Scott

Attached you will find an IRS conformation of 501 (c) 3 status as requested. As for the Washington Secretary of State Public Benefit Non-Profit (PBNP) filing print out, we do not take part in this type of nonprofit reporting.

Finally the Statement of funding sources;

The Northwest Laborers Employers training trust is funded by membership contributions. We do take part in a few grant reimbursement programs from the National Environmental Health Science Association and the Department of Energy. The grant programs are class reimbursement only neither provides direct funding of our programs.

Also we spoke about Juan Torres as a second site contact his contact phone is 509-993-3940. He will be able to help with onsite visits with keys and gates. He has been informed of what we are trying to accomplish.  
I will be off site for the next few weeks but I am still able to receive calls, my cell 360-301-4405

I hope this provides you with the necessary information to complete our application

Thank You  
Paul Huston

**From:** DES MCUA <MCUA@des.wa.gov>  
**Sent:** Tuesday, January 14, 2020 12:53 PM  
**To:** DES MCUA <MCUA@des.wa.gov>; phuston@nwlett.org  
**Cc:** mware@nwlett.org  
**Subject:** RE: MCUA Northwest Laborers Employers Training Trust

Hi Paul,

I was asking about you being a Non-Profit because if so, we'll need additional information. Also, need you to sign page 2 of the MCUA form (right-hand side under "Approved")

1. Non-profit organizations must include:

- IRS Confirmation of 501(c) 3 status.
- Washington Secretary of State Public Benefit Non-Profit (PBNP) filing print out
- Statement of funding source(s) (e.g., local, state or federal funds)

Scott

**Christopher Scott**

Contracting & Purchasing  
Washington State Department of Enterprise Services  
360.407.2210 | [des.wa.gov](http://des.wa.gov)

**From:** DES MCUA <[MCUA@des.wa.gov](mailto:MCUA@des.wa.gov)>  
**Sent:** Tuesday, January 14, 2020 10:04 AM  
**To:** [phuston@nwlett.org](mailto:phuston@nwlett.org); DES MCUA <[MCUA@des.wa.gov](mailto:MCUA@des.wa.gov)>  
**Cc:** [mware@nwlett.org](mailto:mware@nwlett.org)  
**Subject:** RE: MCUA Northwest Laborers Employers Training Trust

Hi Paul,

Thank you for your interest in joining this program.

Are you a Non-Profit?

Scott

**Christopher Scott**

Contracting & Purchasing  
Washington State Department of Enterprise Services  
360.407.2210 | [des.wa.gov](http://des.wa.gov)

**From:** Paul Huston <[phuston@nwlett.org](mailto:phuston@nwlett.org)>  
**Sent:** Tuesday, January 14, 2020 9:52 AM  
**To:** DES MCUA <[MCUA@des.wa.gov](mailto:MCUA@des.wa.gov)>  
**Cc:** [mware@nwlett.org](mailto:mware@nwlett.org)  
**Subject:** MCUA Northwest Laborers Employers Training Trust

To; Department of Enterprise Services

Thank you for considering this application.  
I look forward to working with you in the future

Paul Huston  
Northwest Laborers-Employers Training Instructor  
27055 Ohio Ave  
Kingston WA 98346

Phone; 360-297-3035 Fax; 360-297-7366  
Email; [phuston@nwlett.org](mailto:phuston@nwlett.org)

**Internal Revenue Service**

**Department of the Treasury**

DEC 20 1985

Washington, DC 20224

1985 12 20 10:00

Northwest Laborers - Employers  
Training Trust Fund  
c/o United Administrators,  
31 E. Central  
Spokane, WA 99207

Person to Contact:

Mr. Downs  
Telephone Number (202) 566-4449

Refer Reply to:

OP:E:EO:R:1

Date:

DEC 19 1985

Employer Identification Number: 91-1283259  
Key District: Seattle  
Accounting Period Ending: April 30  
Foundation Status Classification: 509(a)(1) & 170(b)(1)(A)(ii)

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of Code section 509(a), because you are an organization described in the section of the Code shown above.

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status and foundation status. Also, you should inform your key District Director of all changes in your name or address.

Unless specifically excepted, beginning January 1, 1984, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year. You are not required to pay tax under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have questions about excise, employment, or other federal taxes, contact your key District Director.

Donors may deduct contributions to you as provided in Code section 170. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522.

Northwest Laborers - Employers Training Trust Fund

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. (For tax years ending before December 31, 1982, organizations whose gross receipts are not normally more than \$10,000 are excused from filing Form 990.) For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. There is a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

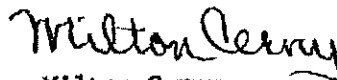
You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under Code section 511. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business activities as defined in section 513.

Please show your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

We are informing your key District Director of this ruling. Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions about this ruling, please contact the person whose name and telephone number are shown in the heading of this letter. For other matters, including questions concerning reporting requirements, please contact your key District Director.

Sincerely yours,



Milton Cerny  
Chief, Exempt Organizations  
Rulings Branch