

30805-23-001



24
AUG 29 2023

**INTERLOCAL AGREEMENT BETWEEN
CLALLAM COUNTY
AND
PUD #1 OF CLALLAM COUNTY
FOR GRANT MANAGEMENT AND PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into by and between Public Utility District No.1 of Clallam County, hereinafter referred to as "DISTRICT", and Clallam County, hereinafter referred to as the "COUNTY", for the express purposes set forth in the following provisions of this contract.

WHEREAS, the purpose of this AGREEMENT is to detail the provision of grant management and specialized services by the DISTRICT to the COUNTY as described below.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, DISTRICT and COUNTY mutually agree as follows:

SPECIAL TERMS AND CONDITIONS

I. SCOPE OF WORK

- A. EXHIBIT A contains the *General Definitions, Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between DISTRICT and the COUNTY, and specific obligations of both parties.
- B. The DISTRICT shall provide grant management and special services to the COUNTY for their awarded Public Works Board (PWB) and Washington State Broadband Office (WSBO) grants in accordance with the attached *Proposed Scope of Work for Grant Management and Professional Services* (EXHIBIT B).

II. PERIOD OF PERFORMANCE

- A. Subject to other contract provisions, the period of performance under this contract will be from May 1, 2023 through **December 31, 2026**, unless sooner terminated as provided herein.

III. RIGHTS AND OBLIGATIONS

- A. All rights and obligations of the parties to this contract shall be subject to and governed by the special terms and conditions contained in the text of this contract instrument and the *General Definitions, Terms and Conditions* (EXHIBIT A).

IV. COMPENSATION AND PAYMENT

- A. **Compensation.** In consideration of the grant management and professional services of broadband infrastructure projects to be performed by DISTRICT, the COUNTY agrees to pay DISTRICT as a fee for the cost of grant management implementation, and other professional services as needed including engineering, permitting, and other associated requirements and in consideration for the work (the "Project"), at the hourly utility rates defined in SCHEDULE A. NOTE: Schedule A may change as commissioner approvals for salary ranges change. Payment shall be made to DISTRICT. Accordingly, DISTRICT is obligated to render the services for the amount of the fee will extend until the work is completed in accordance with the scope of the Project outlined by the DISTRICT and is solely responsible for and has sufficient funds to complete any elements of the project in excess of the fee.
- B. **Expenses.** COUNTY will reimburse the DISTRICT for all reasonable and necessary expenses incurred in connection with this agreement at the rates established in SCHEDULE A. DISTRICT will keep all receipts and other records of DISTRICT expenses. DISTRICT will include with each invoice an invoice number and the receipts or other records reasonably detailing each expense in the invoice.
- C. **Time and Method of Payment.** Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to COUNTY by the DISTRICT. The invoices shall describe and document to COUNTYs' satisfaction, a description of the work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to. Payment shall be considered timely if made by COUNTY within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the DISTRICT. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the DISTRICT for services rendered if the DISTRICT fails to satisfactorily comply with any term or condition of this contract. Any disputes concerning such termination shall be resolved through the dispute resolution procedure specified in Exhibit A.

V. CONTRACT REPRESENTATIVES

- A. COUNTY's representative on this contract shall be Steve Gray, who shall be responsible for monitoring the performance of the DISTRICT, the approval of actions by the DISTRICT, the approval for payment of billings and expenses submitted by the DISTRICT, and the acceptance of any reports by the DISTRICT.
- B. The DISTRICT's representative on this contract shall be Shawn Delplain, who will be the contact person for all communications regarding the conduct of work under this contract.

VI. INTERPRETATION OF CONTRACT

- A. **Order of Precedence.** In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - 1. Applicable Federal and state of Washington statutes and regulations
 - 2. Terms and conditions as contained in this contract instrument
 - 3. EXHIBIT A – *General Definitions, Terms and Conditions*
 - 4. EXHIBIT B – *Proposed Scope of Work for Grant Management and Professional Services*
 - 5. Any other provision, term, or material incorporated herein by reference or otherwise incorporate.
- B. **Entire Agreement.** This contract including referenced attachments represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- C. **Conformance.** If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- D. **Approval.** This contract shall be subject to the written approval of COUNTY's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the contract.

PASSED AND ADOPTED this 29 day of August 2023



ATTEST:

L. Gores

Loni Gores, MMC, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

Randall Johnson
Randy Johnson

Mike French
Mike French

PUD NO. 1 OF CLALLAM COUNTY

Shawn Delplain
104 Hooker Rd
Sequim, WA 98324
(360) 452-9771

Approved as to form only by:

Bert Dee Boughton
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Signature: Shawn Delplain

Name: Shawn Delplain

Title: Broadband Manager

Date: 8/29/23

EXHIBIT A

GENERAL DEFINITIONS, TERMS AND CONDITIONS

- I. DEFINITIONS.** As used throughout this contract, the following terms shall have the meaning set forth below:
- A. "DISTRICT" shall mean Public Utility District No. 1 of Clallam County, Washington.
 - B. "COUNTY" shall mean Clallam County, Washington
 - C. "CONTRACTOR" shall mean the individual or entity performing services under this contract. For purposes of this specific AGREEMENT, "CONTRACTOR" refers to the DISTRICT.
 - D. "PARTIES" shall mean the DISTRICT and the COUNTY collectively.
- II. TERMS**
- A. **CONTRACTOR Not an Employee of COUNTY.** The CONTRACTOR performing under this contract is not an employee or agent of COUNTY. The CONTRACTOR will not hold himself out as nor claim to be an officer or employee of COUNTY by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to an employee of COUNTY.
 - B. **Non-discrimination.** During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.
 - C. **Non-compliance with Non-discrimination Laws.** In the event of the CONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with COUNTY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
 - D. **Sub-contracting.** The DISTRICT shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COUNTY. Approval by the COUNTY of subcontractors shall not be unreasonably withheld.
 - E. **Indemnity.** Except to the extent any liability is solely attributable to the negligence or intentional acts of COUNTY, CONTRACTOR shall hold harmless and indemnify the COUNTY, its officers, employees, successors and assigns against any and all damages and/or losses arising out of CONTRACTOR's use of, or presence or activity in, the facilities, including those arising out of the use

or operation of equipment or facilities or as a result of the conduct of CONTRACTOR's programs, or from the conduct of CONTRACTOR's employees or agents, or damages or vandalism to facilities by third parties contracted or participating in CONTRACTOR's programs, events or activities.

- F. **Liability Insurance.** CONTRACTOR shall obtain and keep in force during the term of this Agreement Commercial General Liability insurance for bodily injury, death and property damage in the minimum amount of \$1 million per occurrence, listing COUNTY as an additional insured with respect, and shall obtain and keep in force during the term of this Agreement Professional liability insurance in the minimum amount of \$1 million per occurrence.

- G. **Automobile Insurance.** CONTRACTOR shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against COUNTY for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- H. **Industrial Insurance Coverage.** CONTRACTOR shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. COUNTY will not be responsible for payment of industrial premiums or for any other claim or benefit for CONTRACTOR, or any subcontractor or employee of CONTRACTOR, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. CONTRACTOR, its employees and agents performing under this contract, are not employees of COUNTY. CONTRACTOR shall provide to COUNTY; a certificate evidencing all such insurance coverage and shall provide 30 days written notice prior to any changes in the amount of cancellation of said policy.

- I. **Covenant Against Contingent Fees.** The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the CONTRACTOR for the purpose of securing business. COUNTY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

J. **Conflict of Interest.** COUNTY may, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the COUNTY that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, Chapter 42.22 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under, this contract. In the event this contract is terminated as provided above, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

K. Treatment of Assets:

1. Title to all property furnished by COUNTY shall remain in COUNTY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COUNTY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in COUNTY upon:
 - a. Issuance for use of such property in the performance of this contract; or
 - b. Reimbursement of the cost thereof by COUNTY in whole or in part, whichever first occurs.
2. Any property of COUNTY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by COUNTY, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of COUNTY which results from the negligence to the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. Upon loss or destruction of, or damage to, any COUNTY property, the CONTRACTOR shall notify COUNTY thereof and shall take all reasonable steps to protect that property from further damage.
5. The CONTRACTOR shall surrender to COUNTY all property of COUNTY prior to settlement upon completion, termination or cancellation of this contract.

- L. **Non-assignability.** Neither this contract, nor any claim arising under this contract, shall be transferred as assigned by the CONTRACTOR.
- M. **Records, Documents, and Reports.** The CONTRACTOR shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable time to inspection, review, or audit by personnel duly authorized by COUNTY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The CONTRACTOR will retain all books, records, documents, and other materials relevant to this contract for six years after settlement and make them available for inspection by persons authorized under this provision.
- N. **Right of Inspection.** The CONTRACTOR shall provide right of access to its facilities to COUNTY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable time, to the extent necessary to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
- O. **Safeguarding Information.** The use or disclosure by any party of any information concerning COUNTY for any purpose not directly connected with the administration of COUNTY's or the CONTRACTOR's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of COUNTY.
- P. **Rights in Data:**
1. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by COUNTY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent register and the ability to transfer these rights.
 2. Data which is delivered under the contract, but which does not originate therefrom, shall be transferred to COUNTY with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the CONTRACTOR has a right to grant such a license. The CONTRACTOR shall exert all reasonable effort to advise COUNTY, at

the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. COUNTY shall receive prompt written notice of each notice or claim of copyright infringement received by the CONTRACTOR with respect to any data delivered under this contract. COUNTY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

- Q. **Registration with Department of Revenue.** The CONTRACTOR shall complete registration with the Department of Revenue, Olympia, WA, and be responsible for payment of all taxes due on payments made under this contract.
- R. **Licensing, Accreditation, and Registration.** The PARTIES shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.
- S. **Advance Payments Prohibited.** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by COUNTY.
- T. **Savings.** In the event funding is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, COUNTY may terminate the contract under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiations under those new funding limitations and conditions.
- U. **Limitations of Authority.** Any alteration, amendment, modification, or waiver of any clause or condition of this contract shall occur through mutual negotiation and agreement of the General Manager of the DISTRICT and the duly authorized representative of the COUNTY, shall be in writing and signed by both parties, and shall incorporate by reference all terms and conditions of the entire agreement.
- V. **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless mutually agreed to by the PARTIES, stated to be such in writing, signed by the General Manager of the DISTRICT or the duly authorized representative of the COUNTY and attached to the original contract.

W. Changes and Modifications. The DISTRICT may, when reasonably required due to a material change of conditions, by written notification to the COUNTY and without notice to any know guarantor or surety, make changes in the general scope of the services to be performed under the contract, but only to the extent necessitated by the changed conditions. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this clause must be asserted within thirty (30) days from the date of CONTRACTOR's receipt of the notice of such change; Provided, however, that the DISTRICT may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, any dispute concerning any change or modification to the contract as discussed in this paragraph shall not excuse the CONTRACTOR from proceeding with the contract as changed.

X. Disputes. Except as otherwise provided in this contract, when a bona fide dispute arises between COUNTY and the CONTRACTOR and it cannot be resolved, either party may request a dispute hearing. Disputes shall be resolved through binding arbitration in accordance with AAA Construction Industry Arbitration Rules. This dispute resolution procedure shall be the exclusive remedy of the PARTIES for any dispute arising from this contract. Except to the extent any dispute concerns solely the interpretation of this contract, the substantially prevailing party of any dispute shall be entitled to their actual attorney's fees and costs accrued through the resolution of the dispute. Either party's request for a dispute hearing must be in writing. The parties agree that this dispute process shall replace any right to any action in a judicial or quasi-judicial tribunal, except to the extent necessary to enforce an arbitral award or to challenge the arbitration ruling under the abuse of discretion standard.

Y. Termination for Default. By five (5) days advance written notice the COUNTY may terminate the contract, in whole or in part, for failure of the CONTRACTOR to perform any of the material provisions hereof. After the five (5) day notice period, such notice shall be deemed final. In such event the CONTRACTOR shall be liable for damages as authorized by law including, but not limited, to any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if:

1. It is determined for any reason the CONTRACTOR was not in default; or

2. The CONTRACTOR's failure to perform is without CONTRACTOR's fault or negligence, the termination shall be deemed to be a Termination for Convenience. Unless obviated through written agreement by the Parties concerning any termination or default, any such termination or default shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes" and shall be resolved through the dispute resolution procedure stated therein.

Z. **Termination for Convenience.** Except as otherwise provided in this contract, the COUNTY may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of COUNTY. If this contract is terminated, COUNTY shall be liable only for payment in accordance with the terms of this contract for services rendered and reasonable costs related thereto prior to the effective date of termination. Nothing in this paragraph shall preclude either party from disputing any material fact concerning the termination, nor does this paragraph preclude either party from resolving those disputes through the dispute resolution procedures stated herein.

AA. **Termination Procedure.** Upon termination of this contract COUNTY, in addition to any other right provided in this contract, may require the CONTRACTOR to deliver to COUNTY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

BB. **Governing Law.** This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action to enforce any award arising from the dispute resolution procedure in this contract shall be in Superior Court for the State of Washington Clallam County. The PARTIES by execution of this contract acknowledge the jurisdiction of the courts of the state of Washington in this matter.

CC. **Severability.** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

III. CONDITIONS

A. COUNTY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for

1. Completed work and services accepted by COUNTY: or

2. The amount agreed upon by the CONTRACTOR and COUNTY; or
 - a. Completed work and services for which no separate price is stated;
 - b. Partially completed work and services;
 - c. Other property or services which are accepted by COUNTY; and
 - d. The protection and preservation of property, unless the termination is for default, in which case the General Manager of the DISTRICT shall determine the extent of the liability of COUNTY.

- B. Failure to agree with such a determination shall be a dispute within the meaning of the "Disputes": clause of this contract. COUNTY may withhold from any amount due the CONTRACTOR only such disputed amounts necessary to protect COUNTY against potential loss or liability. Any unreasonable withholding by COUNTY shall entitle CONTRACTOR to reasonable damages as determined through the dispute resolution procedure herein, including actual attorney's fees and costs.

- C. The rights and remedies of the PARTIES provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- D. After receipt of a notice of termination, and after such notice is final, and except as otherwise directed by the General Manager of the DISTRICT, the CONTRACTOR shall:
 1. Stop work under the contract on the date, and to the extent specified, in the notice;
 2. Place no further order or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 3. Assign to COUNTY, in the manner, at the times, and to the extent required herein, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the General Manager of the DISTRICT to the extent General Manager of the DISTRICT may require, which approval or ratification shall be final for all the purposes of this clause;
 5. Transfer title to COUNTY and deliver in the manner, at the times, and to the extent directed by the General Manager of the DISTRICT any property which, if the contract had been completed, would have been required to be furnished to COUNTY;
 6. Complete performance of such part of the work as shall not have been terminated by the

COUNTY; and

7. Take such action as may be necessary, or as the General Manager of the DISTRICT may direct, for the protection and preservation of the property related to this contract which is in the possession of the CONTRACTOR and in which COUNTY has or may acquire an interest.
8. Upon completion of the above, submit a final invoice for payment to COUNTY to resolve any outstanding debts and liabilities arising out of this contract known or reasonably identifiable at the time of the submission of the invoice.

END

GENERAL DEFINITIONS, TERMS AND CONDITIONS

EXHIBIT B

**PROPOSED SCOPE OF WORK FOR GRANT
MANAGEMENT AND PROFESSIONAL SERVICES**

- I. The DISTRICT, in partnership with NOANet, has experience and expertise in grant funding and shovel-ready design development for the purposes of Grant Management and Professional Services. As such, this Scope of Work outlines the services.
- II. The COUNTY has been awarded two grants (Exhibits C and D) for broadband infrastructure and has requested DISTRICT support through this *Proposed Scope of Work for Grants Management and Professional Services* to project manage the awards to completion. The two awards are outlined below:
- A. Washington State Broadband Office (WSBO):**
- Award Contract Number 22-96810-002 (Exhibit C)
 - Award Amount: \$16,074,985.00
 - Total Project Cost: \$17,861,094.41
- B. Public Works Board (PWB) Broadband Program:**
- Award Contract Number PBC22-96104-009 (Exhibit D)
 - Award Amount: \$4,525,174.00
 - Total Project Cost: \$4,525,174.00
- III. The DISTRICT will provide support for these awards for the COUNTY, to include, but not limited to – all the necessary functions of grant administration, engineering, implementation, outside plant/construction management, and ISP relationship management of the existing awarded grants as outlined in requirements of their respective grant contracts (Exhibits C and D).
- IV. The DISTRICT will perform all the necessary functions of the Project Plan as required by the COUNTY. The primary categories of the project plan are:
- A. Grant compliance;
 - B. Project management
 - C. Progress meetings with stakeholders;
 - D. Route development;
 - E. Engineering and permitting;
 - F. Request for proposal development;
 - G. Construction management;
 - H. Construction management to end users; and
 - I. Project close-out

END

**PROPOSED SCOPE OF WORK FOR GRANT
MANAGEMENT AND PROFESSIONAL SERVICES**

EXHIBIT C

**WASHINGTON STATE BROADBAND OFFICE
(WSBO) GRANT CONTRACT**



Capital Agreement with

Clallam County

through

Washington State Broadband Office – Infrastructure Acceleration Grant
America Rescue Plan Act, State and Local Fiscal Recovery Funds

For

Clallam County Broadband

Start date: July 1, 2021



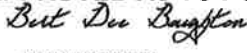
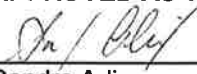
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**Washington State Department of Commerce
Local Government Division
State Broadband Office
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee Clallam County 223 E 1 st St. STE 3 Port Angeles, WA 98362		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Steve Gray Transportation Program Manager (360) 417-2290 steve.gray@clallamcountywa.gov		4. COMMERCE Representative Chelsea Bagwell Broadband Infrastructure Specialist (360) 485-3890 Chelsea.bagwell@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$ 16,074,985.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date June 30, 2025, Contingent on reappropriation; June 30, 2023 if funds are not reappropriated.
9. Federal Funds (as applicable) \$ 16,074,985.00	Federal Agency US Dept. Treasury	ALN (CFDA #): 21.027	Indirect Rate: N/A
10. SWV # 0000200-19	11. UBI # 054-004-559	13. UNIQUE ENTITY ID # JV6JJNELRBS5	
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Infrastructure Projects Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, the following documents incorporated herein by reference: Grantee’s Application for Funding and the Washington State Broadband Office Infrastructure Acceleration Grants Handbook 21-23 prepared by Commerce.			
FOR GRANTEE DocuSigned by:  EB4787208804474 Mark Ozias, Clallam Co Commissioner 12/27/2022 12:03 PM PST Date		FOR COMMERCE DocuSigned by:  88342804866C458 Mark K. Barkley, Assistant Director, Local Government Division 1/3/2023 6:22 AM PST Date	
APPROVED AS TO FORM ONLY  00000E00E90B4E0 Dee Boughton, Deputy Prosecuting Attorney 12/5/2022 9:57 AM PST Date		APPROVED AS TO FORM ONLY  Sandra Adix Assistant Attorney General August 08, 2022 Date	

DECLARATIONS

CLIENT INFORMATION

Grantee Name: **Clallam County**
Grant Number: **22-96810-002**

PROJECT INFORMATION

Project Name: **Clallam County Broadband**
Project City: **Port Angeles**
Project State: **Washington**
Project Zip Code: **98343, 98363**

GRANT INFORMATION

Grant Amount: **\$ 16,074,985.00**
Local Match: **\$ 1,786,109.41**
Appropriation Number: **ESSB 1080, Section 1086**
Re-appropriation Number (if applicable):
Grant End Date: **June 30, 2023; may be extended up to June 30, 2025, contingent on State and Federal reappropriation**
Biennium: **2021-2023**
Biennium Close Date: **June 30, 2023**
Earliest Date for Reimbursement: **March 3, 2021**
Time of Performance: **In accordance with Special Terms and Conditions Number 4**

FUNDING INFORMATION

Federal Funding: **Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.**
Federal Award Agency: **US Department of Treasury**
Amount of Federal Funds Obligated by this Action: **\$ 16,074,985.00**

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

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1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRFP0002
Total amount of the federal award: \$ **16,074,985.00**

Federal Awarding Agency: US Department of Treasury
Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the earlier of October 30, 2026 or 30 days prior to the Contract End Date.
- d) In the event the grantee can't complete the full scope of work, due to material/supply chain delays, the parties may agree to amend the scope of work.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

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6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. Grantee purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. Grantee purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

8. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) can be used (requested in the application or the project data sheet).

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Grantee for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The Grantee can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Grant funds are disbursed on reimbursement basis-only for eligible costs within the approved project's scope of work. Grant funds will be reimbursed and Grantee's matching funds must be expended by Grantee in the amounts and as identified on the Declarations Page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

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COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, to extent that the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

10. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

11. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". Grantee will cooperate with Commerce as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

12. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

13. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, currently available online at [eCFR :: 22 CFR Part 513 Subpart A -- General](#)

14. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or

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agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards

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promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

15. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of 42 U.S. Code § 802 - Coronavirus State fiscal recovery fund, regulations adopted by Treasury pursuant to subsection (f) of that section, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR § 200.216.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

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basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

16. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

17. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the [SAM website \(https://www.sam.gov\)](https://www.sam.gov). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

18. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Period of Performance, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

19. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure performance and funds awarded under this Grant Agreement. For the avoidance of doubt, the foregoing replaces in its entirety the introductory paragraph of Section 46 of the General Terms and Conditions. This provision does not extend to claims that COMMERCE may bring against the Grantee in recapturing funds expended in violation of this Grant Agreement.

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20. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The Grantee understands and agrees that any and all real property or facilities owned by the Grantee that are acquired, constructed, or otherwise improved by the Grantee using state funds under this Grant Agreement, shall be held and used by the Grantee for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the Grantee from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision of the General Terms and Conditions).

21. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The Grantee understands and agrees that any facility leased by the Grantee that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the Grantee for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

22. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the Grantee commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant.

23. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

24. SUBCONTRACTORS

No prior approval of subcontracting to a Subcontractor of any tier shall be required and the first three paragraphs of Section 40 of the General Terms and Conditions shall be deemed to refer to "subrecipient" rather than Subcontractor or subcontracting. The parties acknowledge and agree that Grantee may perform work under this agreement using subrecipients and that Grantee is wholly responsible for selection of subrecipients and to ensure their compliance with applicable law.

25. COPYRIGHT PROVISIONS

Per the Scope of Work, Section 16 is not intended to apply to any architectural and engineering work funded by this Grant.

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26. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director of Commerce and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
- C. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

17. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

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18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for lobbying or for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR § 200.318. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR § 200.319. Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- C. Methods of procurement to be followed 2 CFR § 200.320.
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR § 200.321.
- E. Domestic preferences for procurements 2 CFR § 200.322.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial,

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or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

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40. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

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45. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

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- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures for the **Clallam County Broadband Project** to design and construct the build which will serve the premises going through the areas along Hwy 112 including Coville, Ramapo, and the unincorporated town of Joyce in Clallam County. The last mile construction will serve approximately 923 premises. This project will tie into a current project that brings backhaul to Hwy 112. The fiber to the premise design of this project will have internet service providers offering speeds of 1Gbps to the businesses and residences in the project area.

The broadband technology funded by this grant will result in minimum service speed to each of the above premises that reliably meets or exceeds 100 megabits per second download (Mbps) and between at least 20 Mbps and 100 Mbps and be scalable to a minimum of 100 Mbps symmetrical download and upload speeds.

Grantee must require that all retail internet service providers using the broadband funded through this grant to either:

- Participate in the Federal Communications Commission's Affordable Connectivity Program (ACP), or
- Provide access to a broad-based affordability program to consumers with low incomes in the broadband infrastructure proposed service area that provides benefits commensurate with those provided under the ACP.

Submit executed Partnership Agreement(s) and/or Indefeasible Rights of Use (IRU), no later than thirty (30) days prior to the anticipated construction completion date or contract end date.

The Internet Service Provider partnering with the Grantee may retain exclusive rights to the network constructed with grant funds upon contract execution for a maximum of three years after funded project construction is completed. After three years the network must be open access for the remainder of the useful life of the project constructed. Open access means access to broadband services and infrastructure on transparent terms that are offered at fair market price and do not discriminate among users of the network.

Project activities will include and not be limited to:

- **Environmental Review.**
- **Engineering** - Includes detailed design engineering, permitting and rights of way, creation of construction documents
- **Procurement** - Identification, ordering, receiving, and inventory of all necessary materials and equipment.
- **Construction** - Advertisement of bids for contractor. Contractor Selection. Construction Management. Advertisement of bids for drops contractor, selection. Management
- **Customer Connection/Completion** - Installation of network equipment in customer homes. Network connections and provision of internet service.

The project needs to meet all applicable Local, State, and/or Federal standards.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

DocuSigned by:

Mark Ozias

EB4787298884474
Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST

DATE

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$ 16,074,985.00
<i>Other Grants</i>		
Grant #1	N/A	\$ 0.00
Total Other Grants		\$ 0.00
<i>Other Loans</i>		
Loan #1	N/A	\$ 0.00
Total Loans		\$ 0.00
<i>Other Local Revenue</i>		
Source #1	Clallam County Match	\$ 1,786,109.41
Total Local Revenue		\$ 1,786,109.41
<i>Other Funds</i>		
Source #1	N/A	\$ 0.00
Total Other Funds		\$ 0.00
Total Project Funding		\$ 17,861,094.41

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The Grantee, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

DocuSigned by:



EB4787398864474

 Mark Ozias, Clallam Co Commissioner

 12/27/2022 | 12:03 PM PST

 DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

GRANTEE certifies that "all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in construction law (commonly known as "baby Davis-Bacon Acts").

GRANTEE certifies that "the indicated project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

For any funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

DocuSigned by:

EP4707290004474
Mark Ozias, Clallam Co Commissioner

12/27/2022 | 12:03 PM PST

DATE



DocuSign Routing Form

Washington State Broadband Office

22-96810-002

Clallam County

Clallam County Broadband

Review by (Title):	Name:	Date:	Initials:
Contract Manager	Chelsea Bagwell	12/27/2022	12:41 PM PST CB
SBO Infrastructure Programs Manager	Connie Rivera	12/27/2022	2:24 PM PST CR
LGD Deputy Assistant Director (before AD signature)	Tony Hanson	1/3/2023 6:00 AM PST	TH

Certificate Of Completion

Envelope Id: DA82471E19E74774AA857FCDF407A55F

Status: Completed

Subject: Please DocuSign: 22-96810-011 Clallam Co Contract, 22-96810-002 Clallam Co Routing Form

Division:

Local Government

Program: WSBO

ContractNumber: 22-96810-011

DocumentType: Contract

Source Envelope:

Document Pages: 30

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 3

Chelsea Bagwell

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

chelsea.bagwell@commerce.wa.gov

IP Address: 147.55.149.185

Record Tracking

Status: Original

Holder: Chelsea Bagwell

Location: DocuSign

11/16/2022 7:54:22 AM

chelsea.bagwell@commerce.wa.gov

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Bert Dee Boughton

dee.boughton@clallamcountywa.gov

Security Level: Email, Account Authentication (None)

Signature

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Bert Dee Boughton
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Timestamp

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Signed: 12/5/2022 9:57:57 AM

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Using IP Address: 65.243.148.162

Electronic Record and Signature Disclosure:

Accepted: 12/5/2022 9:53:51 AM

ID: d79afb9a-078b-4017-94f9-c36948607f53

Mark Ozias

Mark.ozias@clallamcountywa.gov

Chair, Board of County Commissioners

Security Level: Email, Account Authentication (None)

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Mark Ozias
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Using IP Address: 65.243.148.162

Electronic Record and Signature Disclosure:

Accepted: 12/27/2022 12:03:30 PM

ID: 5815aba2-5fee-45e0-b22c-43dc1d7ce89c

Chelsea Bagwell

chelsea.bagwell@commerce.wa.gov

Washington State Department of Commerce

Security Level: Email, Account Authentication (None)





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Using IP Address: 198.239.106.130

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Connie Rivera connie.rivera@commerce.wa.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.169</p>	<p>Sent: 12/27/2022 12:41:22 PM Viewed: 12/27/2022 2:23:49 PM Signed: 12/27/2022 2:24:00 PM</p>
<p>Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 76.135.39.46 Signed using mobile</p>	<p>Sent: 12/27/2022 2:24:04 PM Viewed: 1/3/2023 5:59:49 AM Signed: 1/3/2023 6:00:03 AM</p>
<p>Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.228</p>	<p>Sent: 1/3/2023 6:00:07 AM Viewed: 1/3/2023 6:22:49 AM Signed: 1/3/2023 6:22:55 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<p>Steve Gray steve.gray@clallamcountywa.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/18/2022 8:29:08 AM ID: 03df6d44-dfd5-46e5-b3c1-4b84778f3a1c</p>	 <p>Using IP Address: 65.243.148.162</p>	<p>Sent: 11/16/2022 7:59:30 AM Viewed: 11/18/2022 8:29:08 AM</p>
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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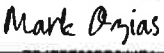

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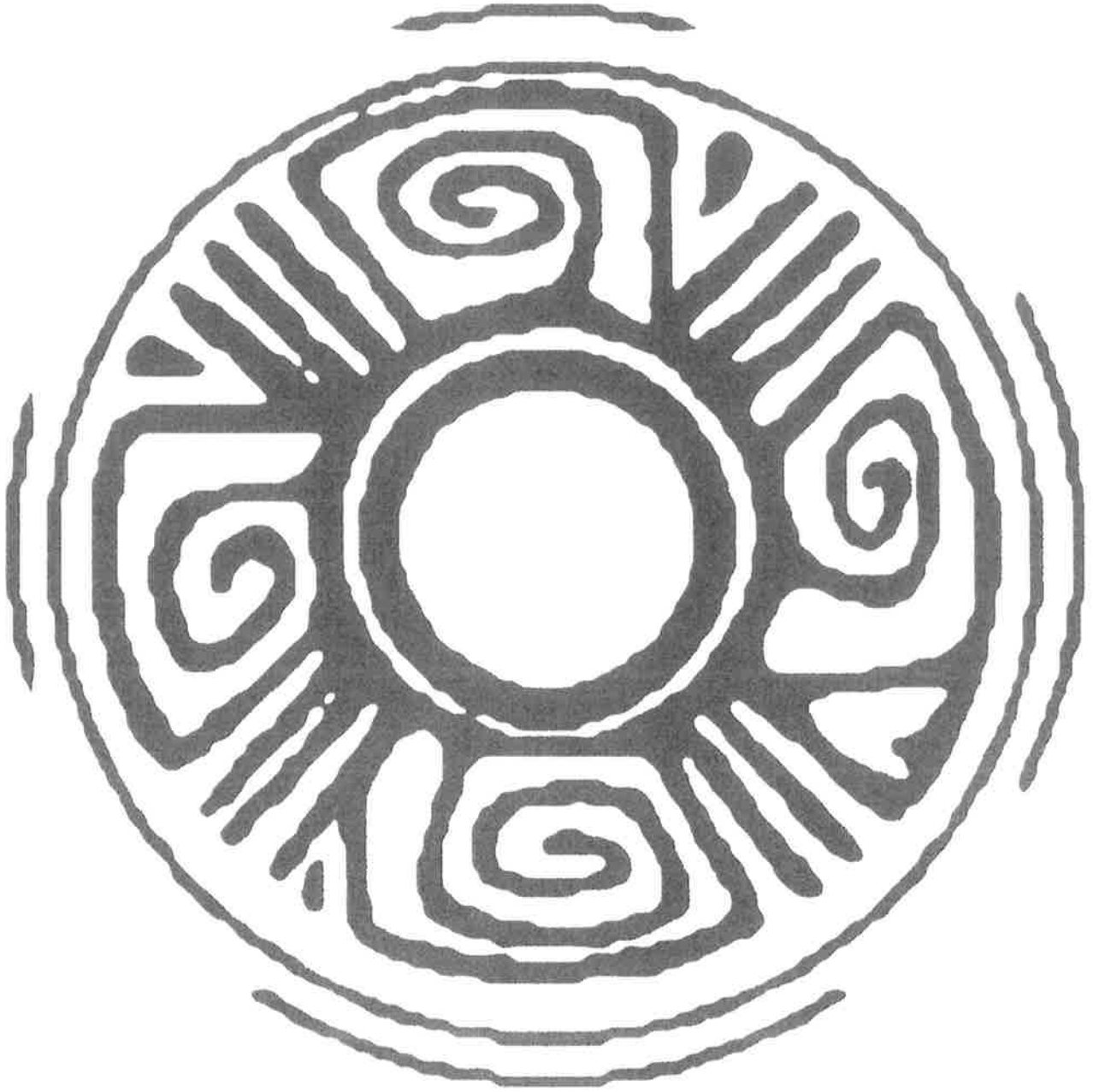
**PUBLIC WORKS BOARD (PWB) BROADBAND
PROGRAM GRANT CONTRACT**

FACE SHEET

Contract Number: PBC22-96104-009

 Subrecipient ContractorPUBLIC WORKS BOARD BROADBAND PROGRAM
ARPA Coronavirus Capital Projects Fund Grant

1. Subrecipient Clallam, County of 223 E 4th St Port Angeles, WA 98362		2. Subrecipient Doing Business As (optional) N/A	
3. Subrecipient Representative Steve Gray 360-417-2290 steve.gray@clallamcountywa.gov		4. Public Works Board Project Manager Sheila Richardson 564-999-1927 sheila.richardson@commerce.wa.gov	
5. Contract Amount \$4,525,174	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date Four years from Contract Execution Date
9. Federal Funds (as applicable) \$4,525,174	Federal Agency US Department of Treasury	ALN (CFDA) # 21.029	Indirect Rate: N/A
10. Tax ID # N/A	11. SWV # SWV0000200-16	12. UBI # 054-004-559	13. UEI # JV6JJNELRBS5
14. Contract Purpose The Washington State Public Works Board (BOARD) and the subrecipient (Subrecipient) (the Parties) have entered into this performance-based Contract (Subaward) to undertake a broadband construction project (Project) that furthers the goals and objectives of the ARPA Coronavirus Capital Projects Fund as referenced in Attachment A. The Project will be undertaken by the Subrecipient and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The Project must be undertaken in accordance with the terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference are into this Subaward.			
The BOARD, and Subrecipient acknowledge and accept the terms of this Subaward and attachments and have executed this Subaward on the last signature date below as the start date referenced above. The rights and obligations of both Parties to this Subaward are governed by this Subaward and the following other documents are incorporated by reference: Contract Terms and Conditions including Declarations Page; and "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "D": Certification of Review and Intent to Comply with Treasury's Coronavirus Capital Projects Fund Environmental Checklist, Attachment "E" – Debarment Certification, and Attachment "F" – Attorney's Certification			
FOR THE Subrecipient		FOR PUBLIC WORKS BOARD	
DocuSigned by:  Signature Mark Ozias Print Name Clallam County Commissioner Title 12/27/2022 12:00 PM PST Date		DocuSigned by:  Kathryn A. Gardow, Public Works Board Chair 12/28/2022 2:47 PM PST Date APPROVED AS TO FORM ONLY <u>August 31, 2022</u> Dawn Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: Clallam, County of
Contract Number: PBC22-96104-009

PROJECT INFORMATION

Project Title: Clallam County Broadband Project
Project City: Port Angeles
Project State: Washington
Project Zip Code: 98362

FUNDING INFORMATION

Contract Amount: **\$4,525,174**
Appropriation Number: **SHB 1080 S-3081.3, Section 1067**
Reappropriation Number (if applicable):
Contract End Date: June 30, 2023, if funds are not reappropriated. Contract End Date may be extended **contingent on reappropriation**

Biennium: **2021-2023**
Biennium Close Date: **June 30, 2023**
Total Estimate Cost: **\$4,525,174**
Earliest Date for Reimbursement (award date): **December 3, 2021**
Time of Performance: In accordance with Special Terms and Conditions Section 1.9

Federal Funding: **Section 604 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (ARPA or "Act"), Pub.L.No. 117-2 (March 11, 2021) 4525174**

Federal Award Agency: **US Department of Treasury**

ADDITIONAL SPECIAL CONDITIONS GOVERNING THIS SUBAWARD AGREEMENT

Extension of Subaward Upon Reappropriation.

Notwithstanding Special Terms and Condition Section 1.9, the End Date of this Subaward **may be extended upon written notice to Contractor from the BOARD** for a period of time consistent with the effective date of any reappropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In the BOARD's sole discretion, after review of any funding reappropriation terms and applicable Federal law or guidance, a contract amendment in accordance with Special Terms and Condition Section 1.9 may be required to extend the End Date.

SCOPE OF WORK

Attachment A: Project Scope of Work

Capital Agreement with

Clallam, County of

through

America Rescue Plan Act, Coronavirus Capital Funds,

Public Works Board

For

Clallam County Broadband Project

Construct mid-mile and last mile fiber broadband infrastructure to approximately 643 premises along HWY 112 in Clallam County.

Start date: Date of Last Signature

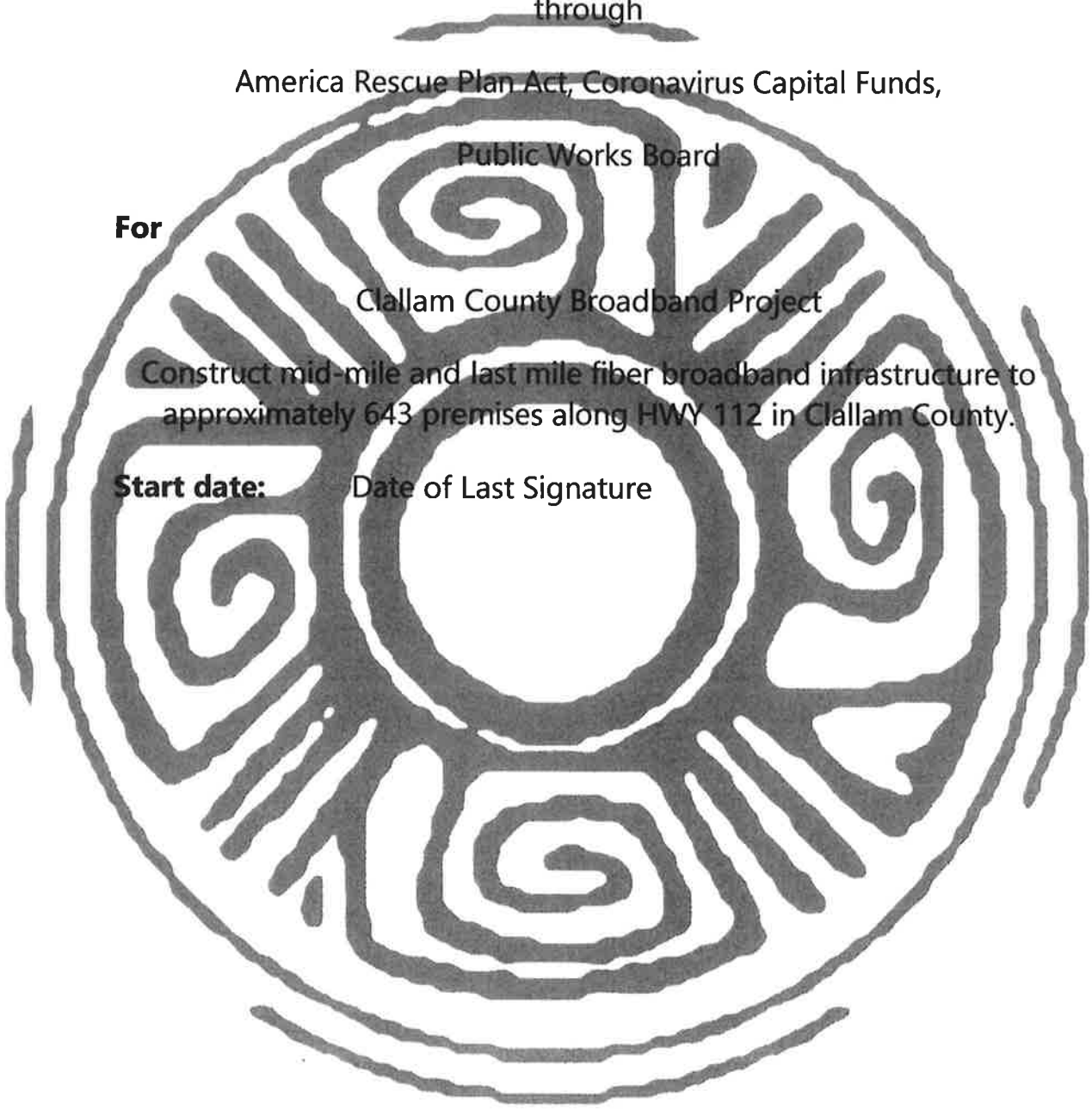
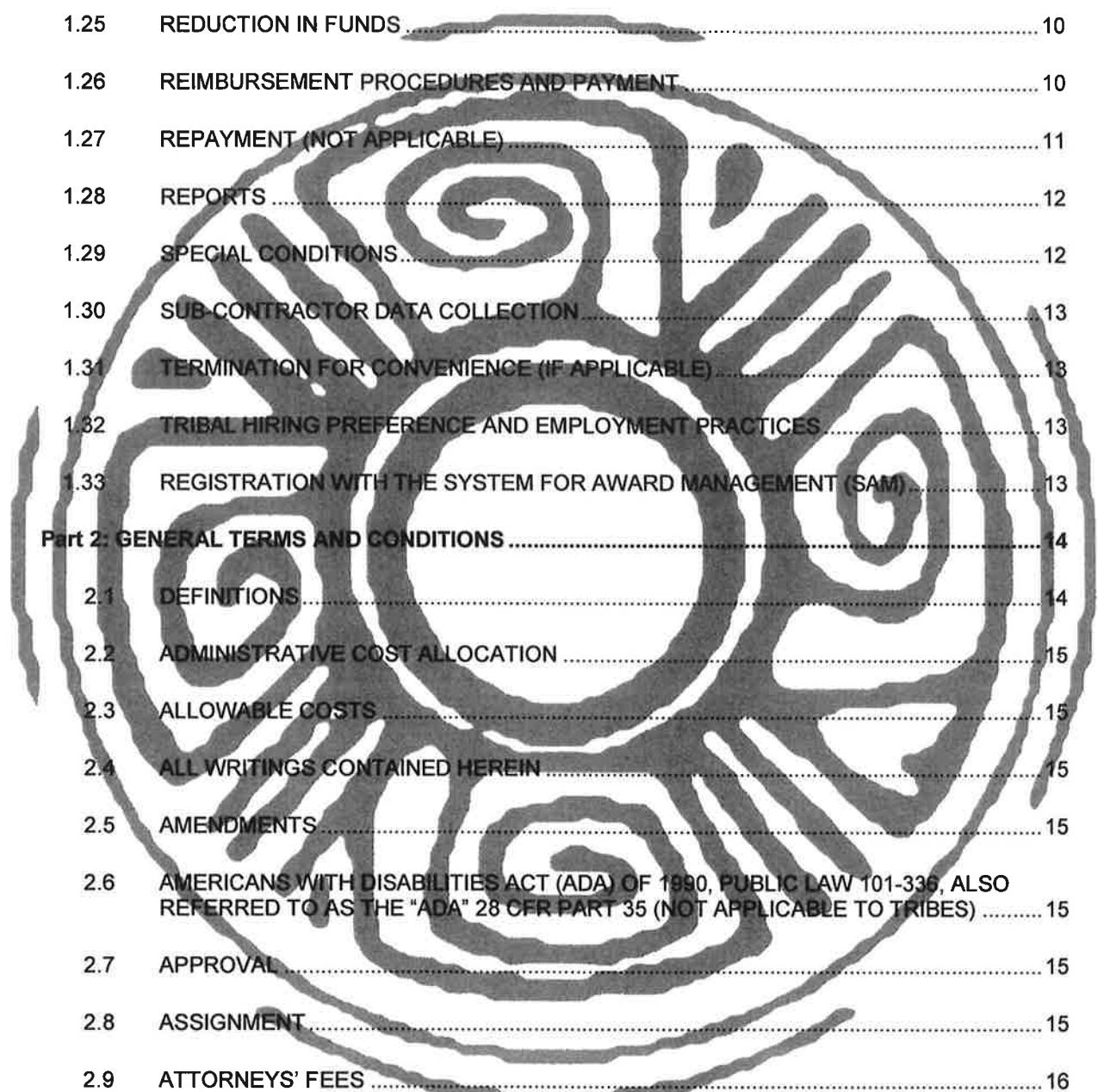


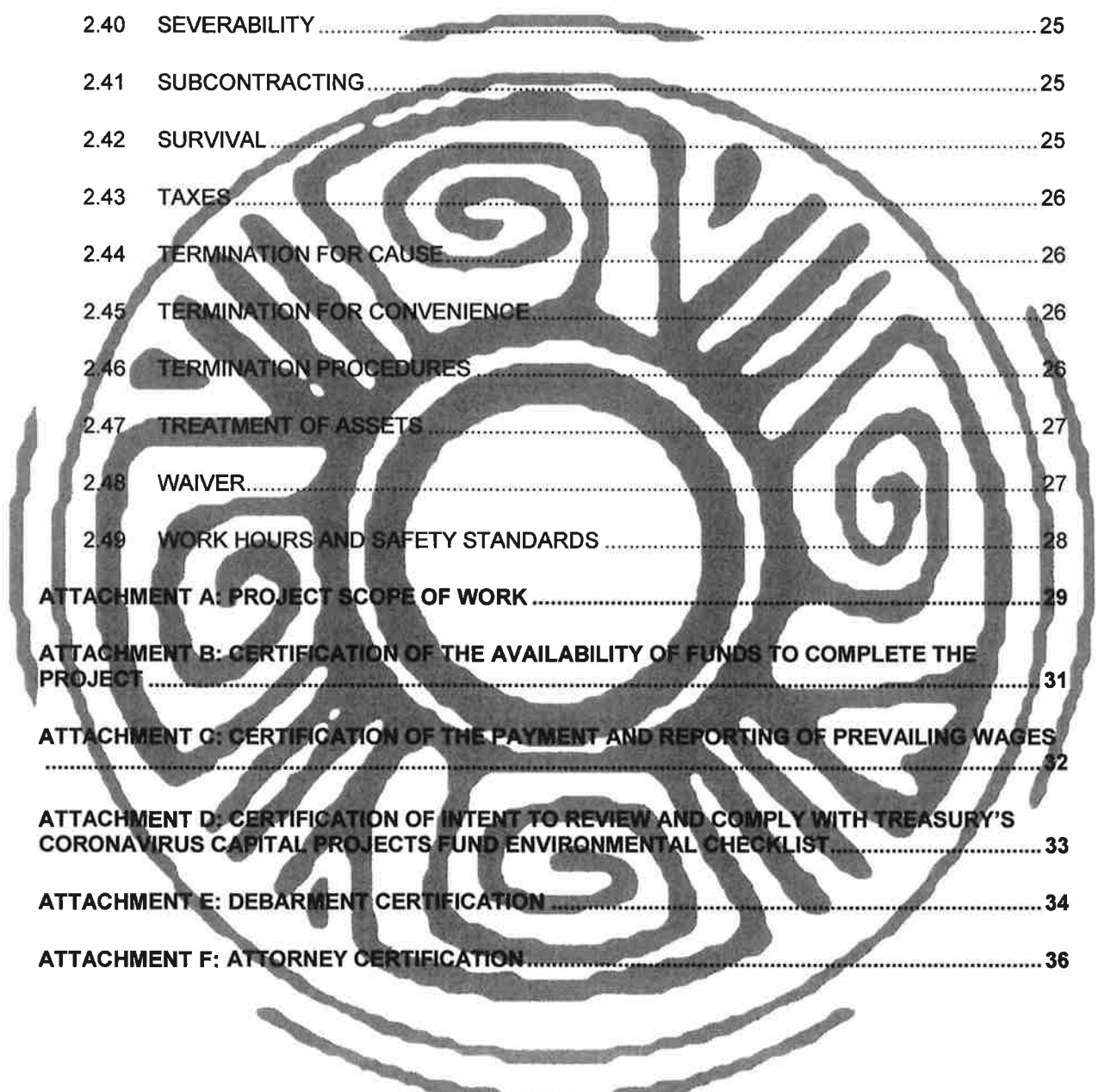
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SUBAWARD TERMS AND CONDITIONS

Part 1: SPECIAL TERMS AND CONDITIONS

1.1 AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, Section 1067, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.,. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be reappropriated in future biennia, subject to Federal requirements. Acting under the authority of RCW 43.155.160, the BOARD awards Subrecipient broadband construction funding for the approved broadband construction Project as described in the ATTACHMENT A: SCOPE OF WORK.

1.2 DEFINITIONS

As used throughout this Construction Funding Subaward the following terms shall have the meaning set forth below:

- A. "Subrecipient" - shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- B. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- C. "Contractor" or "Subcontractor": Firm selected through a competitive procurement process and is paid ARPA CPF funds by the Recipient (PWB) in compensation for specific services and not in the employment of the Subrecipient, who is performing all or part of those services under this Subaward under a separate contract with the Contractor.
- D. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- E. "The BOARD" - the State of Washington Public Works Board established in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Subaward.
- F. "Declarations" and "Declared" - the Project information, terms and conditions as stated on the Declarations Page of this Subaward, displayed within the Subaward in THIS STYLE for easier identification.

G. "PUBLIC USE" - that the portion of the broadband network funded in whole or in part by the BOARD that shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction.

H. "Unserved Areas" - as defined in RCW 43.330.530(10).

1.3 ACCESS TO WORK AND RECORDS

All property, facilities, and records developed pursuant to this Subaward shall be available for inspection upon request during regular business hours by the BOARD or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. Copies of records shall be furnished to the BOARD immediately upon request. This paragraph shall be included in any and all subcontracts let by the Subrecipient under this agreement.

1.4 ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): CPFFN0145

Total amount of the federal award: \$4,525,174

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

Federal Award Project Description: Construct mid-mile and last mile fiber broadband infrastructure to approximately 643 premises along HWY 112 in Clallam County.

The Subrecipient agrees that any publications (written, visual, or sound), excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This Project is [is being] [was] supported, in whole or in part, by federal award number CPFFN0145 awarded to State of Washington by the U.S. Department of the Treasury. This Project was awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, Coronavirus Capital Projects Funds, Washington State Public Works Board."

1.5 AUDIT

If the Subrecipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Subrecipient shall:

- A. Submit to the BOARD the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to the BOARD follow-up and developed corrective action plans for all audit findings.

If the CONTRATOR is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Subrecipient shall notify the BOARD they did not meet the single audit requirement.

The Subrecipient shall send all single audit documentation to auditreview@commerce.wa.gov.

1.6 CHANGE OF OWNERSHIP OR USE FOR SUBRECIPIENT-OWNED PROPERTY

The Subrecipient understands and agrees that any or all assets acquired, constructed, or otherwise improved by the Subrecipient using the funds under this Subaward shall be held and used by the Subrecipient for the purposes stated in the Scope of Work shown on the Declarations page for a period of at least fifteen (15) years from the date the final payment is made.

In the event that the Subrecipient decides to change or transfer ownership of any or all assets acquired or constructed in whole or in part, or otherwise improved by the Subrecipient using state funds under this Subaward, the Subrecipient agrees that any such decision or action must be submitted in writing and approved by BOARD in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the Subrecipient is found to be out of compliance with this section, the Subrecipient shall repay the principal amount of the Subaward as stated in the Declarations plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject asset was authorized. Repayment shall be made pursuant to Section 2.35 Recapture Provision.

1.7 COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Subrecipient agrees to comply with the requirements of section 604 of the American Rescue Plan Act (Act.) regulations adopted by Treasury pursuant to section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and guidance issued by Treasury. This includes, but is not limited to all Federal reporting requirements that apply to funds supporting this Subaward, set out here: <https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>.
- B. Federal regulations applicable to this award include, but are not limited to the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR § 200.216.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

1.8 SUBAWARD MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Subaward.

The Representative for the BOARD and their contact information are identified on the Face Sheet of this Subaward.

The Representative for the Subrecipient and their contact information are identified on the Face Sheet of this Subaward.

1.9 SUBAWARD PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The Project shall be completed within four (4) years from the date of Subaward execution, unless otherwise specified. The initial period of performance for this award begins on the date of last signature and ends on June 30, 2023. If unexpended funds under this Grant are reappropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026. Construction Projects must reach substantial completion before October 30, 2026. Substantial completion is defined as the date for which the Project can fulfill

the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. For Federal Coronavirus Broadband Construction contracts no extensions are possible. If the Project is not completed by the 2026 date, any unallocated funds are returned to the federal Department of Treasury.

- b) Costs Incurred Period. Subrecipient may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on December 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Subrecipient has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024,
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between December 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to the BOARD by the earlier of October 30, 2026 or 30 days prior to the Contract End Date.
- d) Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

1.10 COPYRIGHT PROVISIONS

Notwithstanding the provisions of General Terms and Conditions 2.15, copyright provisions, of this Subaward, the contractor has ownership rights in all data and blueprints that the contractor produces under this Subaward, subject to the board right to royalty-free use of these materials.

1.11 SUBAWARD SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution, Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Subaward will be suspended effective July 1. The Subrecipient shall immediately suspend work under this Subaward and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Subrecipient immediately upon lifting of the Subaward suspension.

1.12 CULTURALLY RELEVANT SERVICES

In performing work pursuant to any Subaward, the Subrecipient may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Subrecipient's Nation or other tribes, in accordance with tribal laws and policies.

1.13 DEFAULT IN REPAYMENT

Loan repayments shall be made on the loan in accordance with Section 1.19 of this Subaward. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at Project completion if the repayment of loan funds in excess of eligible costs are not

repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Subrecipient acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Subrecipient of such delinquency.

The Subrecipient shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.14 DOCUMENTATION AND SECURITY

The provisions of this section shall apply to private entity broadband projects. To ensure a grant or loan to a private entity under this section primarily serves the public interest and benefits the public, any such grant or loan must be conditioned on a guarantee that the asset or infrastructure to be developed will be maintained for public use (definition: Section 1.2(G)) for a period of at least fifteen (15) years (RCW 43.155.160 (8)).

- A. This Subaward shall be evidenced and secured by a security instrument in favor of BOARD guaranteeing public use for at least fifteen (15) years. Form of security will be as negotiated by the Parties to this Subaward, and include an Indefeasible Right of Use (IRU).
- B. Term of the IRU. The IRU shall remain in full force and effect for a period of at least fifteen (15) years following the completion of the Project funded in whole or in part under this Subaward. Upon satisfaction of the fifteen-year public benefit requirement and all other grant or loan terms and conditions, the BOARD shall, upon written request of the Subrecipient, take appropriate action to recover or release the security instrument.
- C. The IRU will be provided no later than the date of final payment under this Subaward, and shall remain in effect for a period at least 15 years after the date the Project is complete and in service.

1.15 ELIGIBLE PROJECT COSTS

- A. Subrecipient are responsible for ensuring that eligible costs are consistent with the cost principal standards set forth in the Uniform Guidance at 2 CFR 200.400 through 2 CFR 200.476
- B. The BOARD will only reimburse construction-related expenses that are directly related to the scope of work of the Project being financed by the BOARD.
- C. Eligible project activities and costs include the following, as defined in the Definition Section:
 - design, architectural, and engineering work;
 - building permits/fees;
 - archeological/historical review;
 - construction labor (from external sources only)* and materials;
 - demolition/site preparation;
 - capitalized equipment;
 - construction management and observation (from external sources only);**
 - landscaping;
 - salaries and benefits***
 - indirect costs: federal approved indirect rate**** or 10 percent MTDC and
 - real property when purchased specifically for the Project, and associated costs.*****

*Construction labor does not include work typically performed by employees of the applicant, unless the employee is hired solely and specifically to perform construction labor for the awarded project.

** Construction management and observation is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the applicant, unless the employee is hired solely and specifically to perform on-site construction management as defined above.

*** Salaries and benefits can only include the portion of payroll and benefits of employees corresponding to time spent managing the Broadband Infrastructure Project.

****Federal approved indirect rate must be declared on contract face page to be applicable.

***** Costs directly associated with property acquisition include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

Ineligible costs: Internal administrative activities, fundraising activities, feasibility studies, computers or office equipment, rolling stock (such as vehicles), lease payments for rental of equipment or facilities, maintenance and operating, mortgages or property leases (including long-term), the moving of equipment, furniture, etc., between facilities, and salary & benefits for the employees of the applicant, and the cost of the technology used to extend broadband service to the end user.

These Special Terms supersede the General terms in Section 2.3 Allowable Costs.

1.16 HISTORICAL AND CULTURAL RESOURCES

Prior to commencing construction, Subrecipient shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or, as an alternative to completion of Governor's Executive Order 21-02, Subrecipient shall complete Section 106 of the National Historic Preservation Act, as applicable. Subrecipient agrees that the Subrecipient is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to indemnify, defend and hold harmless the BOARD and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Subaward.

In addition to the requirements set forth in this Subaward, Subrecipient shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed Project funded by this Subaward. Subrecipient agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Subaward.

The Subrecipient agrees that, unless the Subrecipient is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Subrecipient shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Subrecipient shall immediately stop work and report the presence and location of the remains to the coroner and local law enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Subrecipient shall require this provision to be contained in all sub-contracts for work or services related to the declared SCOPE OF WORK.

In addition to the requirements set forth in this Subaward, Subrecipient agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the process set forth in Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Subrecipient finds it necessary to amend the SCOPE OF WORK, the Subrecipient may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.17 INDIRECT COSTS

Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

1.18 ORDER OF PRECEDENCE

In the event of an inconsistency in this Subaward, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Project Scope of Work
- Attachment B – Certification of Availability of Funds to Complete the Project
- Attachment C – Certification of Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Review and Intent to Comply with Treasury's Coronavirus Capital Projects Fund Environmental Checklist
- Attachment E – Debarment Certification
- Attachment F – Attorney Certification

1.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

If the Subrecipient is a state or local entity, the BOARD makes no claim to any real property improved or constructed with funds awarded under this Subaward and does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Subaward. This provision does not extend to claims that

BOARD may bring against the Subrecipient in recapturing funds expended in violation of this Subaward.

If Subrecipient is a private entity it shall provide an IRU to the BOARD as set forth in Section 1.8.

1.20 PROJECT COMPLETION AMENDMENT AND CERTIFIED PROJECT COMPLETION REPORT

The Subrecipient shall complete a Certified Project Completion Report when all activities identified in the SCOPE OF WORK are complete. The BOARD will supply the Subrecipient with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the Project, as described in the declared scope of work, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Project as described in the scope of work.
- C. Certification that all costs associated with the Project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Subaward work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of completed Project, as appropriate.

The Subrecipient will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan or grant amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the SCOPE OF WORK and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Subaward determining the final loan and/ or grant amount, local share, term, and interest rate.

1.21 PROJECT PERFORMANCE

The Subrecipient shall commence Project construction within six months after execution of the Final Subaward, unless otherwise specified. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement the BOARD determines that Project construction performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Subaward can be completed for the balance then unpaid, the BOARD reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under General Terms and Conditions 2.44, 2.45 and -2.46.

1.22 PUBLIC USE – PRIVATE APPLICANTS ONLY

"PUBLIC USE" any grant or loan to a private entity is conditioned upon a guarantee that the asset or infrastructure to be developed will be maintained for public use for a period of at least fifteen (15) years. PUBLIC USE is defined as that the portion of the broadband network funded in whole or in part by the BOARD shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction. The Public Use condition will be satisfied by Subrecipient's provision of an IRU to the BOARD as set forth in Section 1.6.

1.23 REAPPROPRIATION

The parties hereto understand and agree that any state funds not expended by the end of the declared BIENNIUM, including the five percent (5%) retainage as described in SPECIAL TERMS AND CONDITIONS, Section 1.27: REIMBURSEMENT PROCEDURES AND PAYMENT, will lapse on that date unless specifically reappropriated in an enacted Capital Budget. The BOARD will make all necessary efforts to seek reappropriation of funds into the declared BIENNIUM. If funds are so reappropriated, the BOARD'S obligation under the terms of this Subaward shall be contingent upon the terms of such reappropriation.

1.24 RECAPTURE PAYMENT AND COSTS

In addition to the provisions in General Term 2.28, if the Subrecipient fails to expend state funds in accordance with state law and/or the provisions of this Subaward, the BOARD reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Subrecipient of state funds under this recapture provision shall occur within thirty (30) days of demand. If proposed the BOARD is required to institute proceedings to enforce this recapture provision, the BOARD shall be entitled to its cost thereof, including reasonable attorney's fees.

1.25 REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Subaward Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the BOARD, and shall meet and renegotiate the Contract Agreement accordingly.

1.26 REIMBURSEMENT PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Subaward is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Thereafter, subject to the availability of funds, warrants shall be issued to the Subrecipient for reimbursement of allowable expenses incurred by the Subrecipient while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The BOARD shall reimburse the Subrecipient for eligible project expenditures up to the maximum funding amount under this Subaward, as identified in Section 1.9. When requesting reimbursement for costs incurred, the Subrecipient shall complete a digital Invoice Voucher (Form A-19) referencing the SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Subrecipient with authority to bind the Subrecipient.

Requests for reimbursements for costs related to construction activities will not be accepted until the Subrecipient provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.10, and
- Signed BOARD Notice of Subaward Award and Notice to Proceed, which follows the formal award of a construction Subaward.

The Subrecipient shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Broadband Construction Handbook, monthly and at least quarterly.

When requesting reimbursement for expenditures made, Subrecipient shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Subrecipient has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

The BOARD will pay the Subrecipient upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD.

If the Subrecipient receives funding in the form of both a grant and a loan, the Subrecipient shall bill to the loan and grant equally until and if one of the funds are exhausted at which time the remaining funds will be expensed.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be disbursed electronically to the Subrecipient.

The BOARD may, at its sole discretion, terminate the Subaward or withhold payments claimed by the Subrecipient for services rendered if the Subrecipient fails to satisfactorily comply with any term or condition of this Subaward.

No payments in advance or in anticipation of services or supplies to be provided under this Subaward shall be made by the BOARD.

BOARD funds are disbursed on reimbursement only basis for eligible costs within the approved Project's scope of work. BOARD funds will be reimbursed and Subrecipient's matching funds must be expended by Subrecipient in the amounts and as identified on the Declarations Page.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of Project completion report.

BOARD will not pay for Project costs overruns.

The Subrecipient shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

1.27 REPAYMENT (NOT APPLICABLE)

Repayment of the loan under this Subaward shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Subrecipient. The final payment shall be on or before the **Subaward END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero (0).

Loan repayment installments are due on the day and month identified under the term "**PAYMENT MONTH**" on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Subaward execution. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the **PAYMENT MONTH**. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

In the event that the BOARD approves the Subrecipient's request for a new system deferral as outlined in Section 1.27, then the first loan repayment is due twenty-four (24) months after Subaward execution. Interest still accrues on any warrants issued during the deferral period. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the **PAYMENT MONTH**. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Subrecipient has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Subrecipient will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce or its successor.

1.28 REPORTS

The Subrecipient shall furnish the BOARD with:

- A. Monthly Project Progress Reports;
- B. Estimated Quarterly Expenditures Report;
- C. Certified Project Completion Report at Project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the Project;
- E. Other reports as the BOARD may require, to include but not limited to: Project description; Project location(s); Project start and end date; Project status; Project expenditures; number of households, businesses, and anchor institutions to be served; location of communities to be served; and description of how equity and community engagement activities informed Project selection and design.
- F. All recipients are required to submit Project and expenditure reports and annual performance reports as specified in U.S. Department of the Treasury guidance.

1.29 SPECIAL CONDITIONS

If additional special conditions are listed on the Subaward Declarations Page then those conditions are herein incorporated as part of the terms and requirements of this Subaward.

Direct Recipients of CPF Grants are responsible for ensuring that sub recipients comply with the statutory and regulatory requirements and the terms and conditions established by Treasury's CPF guidance, found here: <https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>.

If the Subrecipient is not the retail service provider for the Project, then the Subrecipient must have a contractual commitment with at least one internet service provider.

Subrecipient shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Subaward immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet

1.30 SUB-CONTRACTOR DATA COLLECTION

Subrecipient will submit monthly progress reports, in a form and format consistent with the template to be provided by the Board and regarding work under this Subaward performed by sub-contractors and the portion of the Subaward funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.31 TERMINATION FOR CONVENIENCE (IF APPLICABLE)

The BOARD may terminate this Subaward in the event that state or federal funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Subaward. Termination will be effective when the BOARD sends written notice of termination to the Subrecipient. Nothing in this section shall affect the Subrecipient's obligation to repay the unpaid balance of the loan.

In lieu of termination for convenience, this Subaward may be amended to reflect limitations and conditions of funding in appropriations of state funds available for this Subaward.

These terms supersede the terms in Section 2.45 Termination for Convenience.

1.32 TRIBAL HIRING PREFERENCE AND EMPLOYMENT PRACTICES

The Subrecipient may give preference in its hiring and employment practices to members of the Subrecipient, or other tribes, who have met all requirements for that position, including, state requirements, and as may be provided by tribal laws and policies.

1.33 REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Subaward, the Subrecipient accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid UEI Number is required. The Subrecipient is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Subrecipient must remain registered in the SAM database after the initial registration. The Subrecipient is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Subrecipient shall provide evidence documenting registration and renewal of SAM registration to the BOARD.

In the event of the Subrecipient's noncompliance or refusal to comply with the requirement stated above, the BOARD reserves the right to suspend payment until the Subrecipient cures this noncompliance.

Part 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Subaward, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the BOARD Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "BOARD" shall mean the Washington State Public Works BOARD created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Subaward
- C. "Contractor" or "Subcontractor": Firm selected through a competitive procurement process and is paid ARPA CPF funds by the Recipient (PWB) in compensation for specific services and not in the employment of the Subrecipient, who is performing all or part of those services under this Subaward under a separate contract with the Contractor.
- D. "Commerce" shall mean the Department of Commerce.
- E. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- F. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- G. "Construction labor" does not include work typically performed by employees of the Subrecipient, unless the employee is hired solely and specifically to perform construction labor for the awarded Project.
- H. "Construction management and observation" is on-site management and/or supervision of the work site and workers thereon. This is an eligible Project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the Subrecipient, unless the employee is hired solely and specifically to perform on-site construction management as defined above.
- I. "Costs":
 - a. "Costs associated with salaries and benefits" may not be used for operating expenses, which includes expenses once the capital project is completed.
 - b. "Costs directly associated with property acquisition" include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.
- A. "PERSONAL INFORMATION" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- B. "STATE" shall mean the state of Washington.
- C. "TRIBAL LAW" means the resolutions, law, codes, and/or ordinances enacted by the Subrecipient executing this Subaward, and any of the Subrecipient's tribal court decisions interpreting the same. All references in this Subaward to tribal law shall include any

successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.

2.2 ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Subaward based on an allocation plan that reflects allowable administrative costs that support services provided under each Subaward administered by the Subrecipient. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3 ALLOWABLE COSTS

Costs allowable under this Subaward are actual expenditures according to an approved budget up to the maximum amount stated on the Subaward Award or Amendment Face Sheet and Declarations.

2.4 ALL WRITINGS CONTAINED HEREIN

This Subaward contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Subaward shall be deemed to exist or to bind any of the Parties hereto.

2.5 AMENDMENTS

This Subaward may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

2.6 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 (not applicable to Tribes)

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7 APPROVAL

This Subaward shall be subject to the written approval of the BOARD and shall not be binding until so approved. The Subaward may be altered, amended, or waived only by a written amendment executed by both Parties.

2.8 ASSIGNMENT

Neither this Subaward, nor any claim arising under this Subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the BOARD.

2.9 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Subaward, in the event of litigation or other action brought to enforce Subaward terms, each Party agrees to bear its own attorney's fees and costs.

2.10 BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant or loan is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this Subaward shall be established as follows:

- A. Subrecipient purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. Subrecipient purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

2.11 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.12 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 1. All material provided to the Subrecipient by the BOARD that is designated as "confidential" by the BOARD;
 2. All material produced by the Subrecipient that is designated as "confidential" by the BOARD; and
 3. All personal information in the possession of the Subrecipient that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Subrecipient shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subrecipient shall use Confidential Information solely for the purposes of this Subaward and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Subrecipient shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Subrecipient shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Subaward whenever the BOARD

reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subrecipient shall make the changes within the time period specified by the BOARD. Upon request, the Subrecipient shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Subrecipient against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Subrecipient shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.13 CONFORMANCE

If any provision of this Subaward violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.14 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the Subrecipient terminate this Subaward if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW, or any similar statute involving the Subrecipient or any private action that would constitute such violation if undertaken by a state officer or employee, in the procurement of, or performance under this Subaward.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. The Subrecipient and their Subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the BOARD's Broadband Program including but not limited to formulating or drafting the legislation, participating in grant or loan procurement planning and execution, awarding grant or loans, and monitoring loans, during the twenty-four (24) month period preceding the start date of this Grant or Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the BOARD that a conflict of interest exists, the Subrecipient may be disqualified from further consideration for the award of a Grant or Loan.

In the event this Subaward is terminated as provided above, the BOARD shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the Subaward by the Subrecipient. The rights and remedies of the BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Subaward.

2.15 COPYRIGHT

Unless otherwise provided, all Materials produced under this Subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Subrecipient hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer

programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Subaward, but that incorporate pre-existing materials not produced under the Subaward, the Subrecipient hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that the Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Subrecipient shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Subaward, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Subaward. The Subrecipient shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any Materials delivered under this Subaward. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subrecipient.

2.16 DISALLOWED COSTS

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

In no event shall the total BOARD loan and/or grant exceed one hundred percent (100%) of the eligible actual Project costs. At the time of Project completion, the Subrecipient shall submit to the BOARD a Project Completion Amendment certifying the total actual Project costs and local share. The final BOARD disbursement shall bring the total loan/grant to the lesser of one hundred percent (100%) of the eligible Project costs or the total declared funding under this Subaward. The Project Completion Amendment shall serve as an amendment to this Subaward determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Subrecipient has received BOARD monies in excess of one hundred percent (100%) of eligible costs, all funds in excess of one hundred percent (100%) shall be repaid to the BOARD by payment to the BOARD, or its successor, together with the submission of the Project Completion Amendment.

2.17 DISPUTES

Except as otherwise provided in this Subaward, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the Parties;
- state the Subrecipient's name, address, and Subaward number; and

- mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the Parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the BOARD Chair or the BOARD Chair's designee and the requestor within five (5) working days.

The BOARD Chair or designee shall review the written statements and reply in writing to both Parties within ten (10) working days. The BOARD Chair or designee may extend this period if necessary by notifying the Parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Subaward shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.18 DUPLICATE PAYMENT

The Subrecipient certifies that work to be performed under this Subaward does not duplicate any work to be charged against any other Subaward, SUBCONTRACT, or other source.

2.19 GOVERNING LAW AND VENUE

This Subaward shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.20 INDEMNIFICATION

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the State and all officials, agents and employees of the State, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Subaward. "Claim" as used in this Subaward, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Subrecipient's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officers.

The Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Subrecipient's or any Subcontractor's performance or failure to perform the Subaward. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.21 INDEPENDENT CAPACITY OF THE SUBRECIPIENT

The Parties intend that an independent Subrecipient relationship will be created by this Subaward. The Subrecipient and its employees or agents performing under this Subaward are not employees or agents of the state of Washington or the BOARD. The Subrecipient will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subrecipient.

2.22 INDUSTRIAL INSURANCE COVERAGE

The Subrecipient shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Subrecipient the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by the BOARD under this Subaward, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subrecipient.

2.23 INSURANCE

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient or Subcontractor, or agents of either, while performing under the terms of this Subaward. Failure to maintain the required insurance coverage may result in termination of this Subaward.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subrecipient shall instruct the insurers to give BOARD thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Subrecipient shall submit to the BOARD within fifteen (15) calendar days of a written request by BOARD, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Subaward, if required or requested, the Subrecipient shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Subaward, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subaward activity but no less than \$1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any SUBCONTRACTORS provide adequate insurance coverage for the activities arising out of SUBCONTRACTS.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Subaward shall be \$2,000,000 or the highest of planned reimbursement for the Subaward period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the BOARD as beneficiary.
- A. SUBCONTRACTORS that receive \$10,000 or more per year in funding through this Subaward shall secure fidelity insurance as noted above. Fidelity insurance secured by SUBCONTRACTORS pursuant to this paragraph shall name the Subrecipient and the Subrecipient's fiscal agent as beneficiary.
- B. The Subrecipient shall provide, at BOARD's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that BOARD will be provided thirty (30) days advance written notice of cancellation.

2.24 Subrecipients and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from BOARD, the Subrecipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from BOARD, the Subrecipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Subrecipient's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third Parties as additional insured.

Subrecipient shall provide annually to BOARD a summary of coverages and a letter of self-insurance, evidencing continued coverage under Subrecipient's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Subaward.

2.25 LAWS

The Subrecipient shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Prevailing wages on public works, Chapter 39.12 RCW.
- I. Public records act, Chapter 42.56 RCW.
- J. State Executive Order 05-05 Archaeological and Cultural Resources.

2.26 LICENSING, ACCREDITATION AND REGISTRATION

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Subaward.

2.27 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subaward.

2.28 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Subrecipient shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.29 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Subaward, the Subrecipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Subrecipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Subaward may be rescinded, canceled or terminated in whole or in part, and the Subrecipient may be declared ineligible for further CONTRACTS with the BOARD. The Subrecipient shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.30 PAY EQUITY

The Subrecipient agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Subrecipient may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Subaward may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Subrecipient is not in compliance with this provision.

2.31 POLITICAL ACTIVITIES

Political activity of Subrecipient employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds provided under this Subaward may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.32 PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Subrecipient which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Subaward, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Subrecipient's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR § 200.318. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR § 200.319. Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- C. Methods of procurement to be followed 2 CFR § 200.320.
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR § 200.321.

2.33 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Subaward shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Subaward provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

2.34 PUBLICITY

The Subrecipient agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.35 RECAPTURE

In the event that the Subrecipient fails to perform this Subaward in accordance with state laws, federal laws, and/or the provisions of this Subaward, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Subrecipient of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this Subaward.

2.36 RECORDS MAINTENANCE

The Subrecipient shall maintain all books, records, documents, data and other evidence relating to this Subaward and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subaward.

Subrecipient shall retain such records for a period of six (6) years following the date of the period of the use agreement. At no additional cost, these records, including materials generated under the Subaward, shall be subject at all reasonable times to inspection, review or audit by BOARD, personnel duly authorized by BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.37 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Subrecipient shall complete registration with the Washington State Department of Revenue.

2.38 RIGHT OF INSPECTION

At no additional cost all records relating to the Subrecipient's performance under this Subaward shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Subaward. The Subrecipient shall provide access to its facilities for this purpose.

2.39 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subaward and prior to normal completion, the BOARD may terminate the Subaward under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Subaward may be amended to reflect the new funding limitations and conditions.

2.40 SEVERABILITY

If any provision of this Subaward or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subaward that can be given effect without the invalid provision. If such remainder conforms to the requirements of law and the fundamental purpose of this Subaward and to this end the provisions of this Subaward are declared to be severable.

2.41 SUBCONTRACTING

The Parties acknowledge and agree that Subrecipient may undertake all or part of the work under this Subaward through SUBCONTRACTORS. Subrecipient shall be solely responsible for the selection and management of SUBCONTRACTORS.

If Subrecipient engages in subcontracting, the Subrecipient shall maintain written procedures related to subcontracting, as well as copies of all SUBCONTRACTS and records related to SUBCONTRACTS. For cause, the BOARD in writing may: (a) require the Subrecipient to amend its subcontracting procedures as they relate to this Subaward; (b) prohibit the Subrecipient from subcontracting with a particular person or entity; or (c) require the Subrecipient to rescind or amend a SUBCONTRACT.

Every SUBCONTRACT shall bind the Subcontractor to follow all applicable terms of this Subaward. The Subrecipient is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Subaward. The Subrecipient shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Subaward. In no event shall the existence of a SUBCONTRACT operate to release or reduce the liability of the Subrecipient to the BOARD for any breach in the performance of the Subrecipient's duties.

Every SUBCONTRACT shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the SUBCONTRACT.

2.42 SURVIVAL

The terms, conditions, and warranties contained in this Subaward that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Subaward shall so survive.

2.43 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Subrecipient's income or gross receipts, any other taxes, insurance or expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

2.44 TERMINATION FOR CAUSE

In the event BOARD determines the Subrecipient has failed to comply with the conditions of this Subaward in a timely manner, BOARD has the right to suspend or terminate this Subaward. Before suspending or terminating the Subaward, BOARD shall notify the Subrecipient in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Subaward may be terminated or suspended.

In the event of termination or suspension, the Subrecipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

BOARD reserves the right to suspend all or part of the Subaward, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by BOARD to terminate the Subaward. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subrecipient: (1) was not in default, or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this Subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.45 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Subaward the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Subaward, in whole or in part. If this Subaward is so terminated, the BOARD shall be liable only for payment required under the terms of this Subaward for services rendered or goods delivered prior to the effective date of termination.

2.46 TERMINATION PROCEDURES

Upon termination of this Subaward, BOARD, in addition to any other rights provided in this Subaward.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Subrecipient shall:

- A. Stop work under the Subaward on the date, and to the extent specified, in the notice;

- B. Place no further orders or SUBCONTRACTS for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Subaward that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Subrecipient under the orders and SUBCONTRACTS so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and SUBCONTRACTS, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Subaward had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Subaward, which is in the possession of the Subrecipient and in which the BOARD has or may acquire an interest.

2.47 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this Subaward, shall pass to and vest in BOARD upon delivery of such property by the Subrecipient

- A. Any property of the BOARD furnished to the Subrecipient shall, unless otherwise provided herein or approved by the BOARD, be used only for the performance of this Subaward.
- B. The Subrecipient shall be responsible for any loss or damage to property of the BOARD that results from the negligence of the Subrecipient or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
- C. If any BOARD property is lost, destroyed or damaged, the Subrecipient shall immediately notify the BOARD and shall take all reasonable steps to protect the property from further damage.
- D. The Subrecipient shall surrender to the BOARD all property of the BOARD prior to settlement upon completion, termination or cancellation of this Subaward.

All reference to the Subrecipient under this clause shall also include Subrecipient's employees, agents or SUBCONTRACTORS.

2.48 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Subaward unless stated to be such in writing and signed by Authorized Representative of the BOARD.

2.49 WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



ATTACHMENT A: PROJECT SCOPE OF WORK

Funds awarded under this contract will be used for capital expenditures for the Clallam County Broadband Project.

Design and construct mid-mile infrastructure along a small portion of Hwy 101 and Hwy 112 that will bring access to approximately 1,600 premises overall; for this specific project phase, approximately 36 miles of fiber will be constructed to provide approximately 640 homes with access to broadband service.

The location of the Project is: This project will be located west of Port Angeles and north of Elwha in Clallam County. The project is expected to be along the Strait of Juan de Fuca Highway.

Milestones:

Milestone Deliverable	Estimated Completion Quarter
Broadband Manager	Q4 2024
RFP – Project Design	Q2 2023
RFP – Construction	Q3 2023
Permitting	Q4 2023
Material Procurement	Q1 2024
Construction	Q4 2024
Testing	Q4 2024

The project activities may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, construction or project management, bid documents, and construction.

This Project will deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speed of 100 Mbps. If it will be impracticable to do so for reason articulated in the application submitted to PWB, such as geography, topography, and/or excessive cost, the Project will be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and is scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.

Subrecipient will require that any service provider for a completed Broadband Infrastructure Project participate in federal program that provides low-income customers with subsidies on broadband internet access services. Subrecipient will require completed service offerings funded by the award to allow subscribers in the service area to utilize the Federal Communications Commission's Affordable Connectivity Program (ACP) and further agrees that it will require that any service provider for a completed Broadband Infrastructure Project will participate in ACP for the duration of the ACP or until the date the broadband infrastructure Project funded by this award is no longer in use.

This Project is expected to be complete by December 31, 2024.

The Project must meet all applicable Local, State, and/or Federal standards.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

DocuSigned by:
Mark Orjio Tallam County Commissioner
Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST


DATE

ATTACHMENT B: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Public Works Board	\$4,525,174
Other Grants		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1		\$
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$4,525,174

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The Subrecipient, by its signature, certifies that Project funding from sources other than those provided by this Subaward Agreement and identified above has been reviewed and approved by the Subrecipient's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Subaward Agreement, as of the date and year written below. The Subrecipient shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for the BOARD review upon reasonable request.

DocuSigned by:

 Mark Ozias, Tallam County Commissioner
 Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST

 DATE

ATTACHMENT C: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

Subrecipient: Clallam, County of

Contract Number: PBC22-96104-009

Project Title: Clallam County Broadband Project

The Subrecipient, by its signature below, certifies that all Subrecipient and SUBCONTRACTORS performing work on the Project as described in Attachment A: SCOPE OF WORK shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Subaward, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Subrecipient shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Subrecipient for the purpose of construction, applicable State Prevailing Wages must be paid.

The Subrecipient, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

Signed by:

Mark Ozias

EP4787298804474

Signature

Mark Ozias

Name

Clallam County Commissioner

Title

12/27/2022 | 12:00 PM PST

Date

ATTACHMENT D: CERTIFICATION OF INTENT TO REVIEW AND COMPLY WITH TREASURY'S CORONAVIRUS CAPITAL PROJECTS FUND ENVIRONMENTAL CHECKLIST

The Subrecipient, by its signature, certifies that the Treasury's Coronavirus Capital Projects Fund Environmental Checklist has been reviewed and Subrecipient identifies applicable environmental laws and performs proper due diligence to ensure their Project complies with all applicable laws.

Subrecipient must retain records, permits, and documentation necessary to evidence compliance with all environmental requirements.

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body or board of directors, as applicable, as of the date and year written below.

DocuSigned by:

Mark Orjas Tallam County Commissioner
SUBRECIPIENT SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST

DATE

ATTACHMENT E: DEBARMENT CERTIFICATION

DEBARMENT

- A. Subrecipient, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Subaward, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Subaward had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Subrecipient is unable to certify to any of the statements in this Subaward, the Subrecipient shall attach an explanation to this Subaward.
- C. The Subrecipient agrees by signing this Subaward that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- D. The Subrecipient further agrees by signing this Subaward that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Subrecipient certifies, by signing this Subaward that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Subrecipient is unable to certify to any of the statements in this Subaward, such Subrecipient shall attach an explanation to this Subaward.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

CERTIFICATION – DISBARMENT

The Subrecipient, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Subrecipient's governing body as of the date and year written below.

DocuSigned by:

Mark Boyia Tallam County Commissioner
Subrecipient SIGNATURE, TITLE

12/27/2022 | 12:00 PM PST

DATE

ATTACHMENT F: ATTORNEY CERTIFICATION

PUBLIC WORKS BOARD FEDERAL BROADBAND CONSTRUCTION PROGRAM

Subrecipient: Clallam, County of

Subaward Number: PBC22-96104-009

I, Bert Dee Boughton, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Clallam, County of (the Subrecipient); and

I have also examined any and all documents and records which are pertinent to the Subaward, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Subrecipient is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to Subaward with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Subrecipient is empowered to accept the BOARD financial assistance.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities Project.

DocuSigned by:

Bert Dee Boughton

12/5/2022 | 10:02 AM PST

Signature of Attorney

Date

Bert Dee Boughton

Name

Address

Address

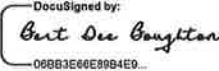
Certificate Of Completion

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Division:	
Local Government	
Program: PWB Federal Broadband	
ContractNumber: PBC22-96104-009	
DocumentType: Contract	
Source Envelope:	
Document Pages: 14	Signatures: 8
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sheila Richardson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	sheila.richardson@commerce.wa.gov
	IP Address: 147.55.149.136

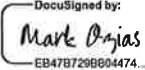
Record Tracking

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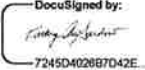
Signer Events

Signer Events	Signature	Timestamp
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Mark Ozias mark.ozias@clallamcountywa.gov Chair, Board of County Commissioners Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Mark Ozias EB47B7298B04474...</p>	Sent: 11/30/2022 9:46:09 AM Viewed: 12/27/2022 11:59:47 AM Signed: 12/27/2022 12:00:30 PM
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Kathryn A. Gardow pwbgardowk@gmail.com Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Kathryn A. Gardow 7245D402887D42E...</p>	Sent: 12/27/2022 12:00:33 PM Viewed: 12/28/2022 2:46:33 PM Signed: 12/28/2022 2:47:22 PM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Chelsea Millar
chelsea.millar@clallamcountywa.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Steve Gray
steve.gray@clallamcountywa.gov
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Electronic Record and Signature Disclosure:
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

SCHEDULE A

STAFF POSITION UTILITY RATES

Staff Position Utility Rates effective 4/10/2023

SALARY GRADE	Position	Market Target MONTHLY WAGE	AVE HRLY RATE	Utility Rate (ave * 1.7)
11	Office Assistant	3130.00	18.06	30.70
12	Records Technician Student Intern I	3444.00	19.87	33.78
13	Administrative Support	3787.00	21.85	37.14
14		4165.00	24.03	40.85
15	Student Intern II	4582.00	26.43	44.94
16	Administrative Assistant Records Specialist	5041.00	29.08	49.44
17	Accounting Specialist I Desktop Technician Network Technician Engineer Student Intern Human Resources & Safety Administrative Coordinator Operations Administrative Coordinator	5546.00	32.00	54.39
18	Accounting Specialist II Records Coordinator	6101.00	35.20	59.84
19	Benefit Analyst Contracts Coordinator Customer Service Coordinator Executive Assistant Finance Coordinator Payroll Coordinator Utility Services Advisor I Water and Wastewater Systems Coordinator	6707.00	38.69	65.78

20	Accountant Engineer I Financial Analyst I Power Analyst I Utility Grant Writer and Analyst	7382.00	42.59	72.40
21	Business Systems Analyst Engineer II Network Administrator Senior Accountant Systems Administrator Utility Land Surveyor Utility Services Supervisor WWW Supervisor	8117.00	46.83	79.61
22	Customer Service Supervisor Financial Analyst II Materials Superintendent Network Engineer Power Analyst II	8932.00	51.53	87.60
23	Assistant Operations Superintendent Communications & Government Relations Manager Engineer III Facilities Maintenance Supervisor Senior Systems Administrator Sr. Civil Engineer WWW Superintendent	9823.00	56.67	96.34
24	Broadband Supervisor Procurement & Facilities Supervisor Sr. Electrical Engineer	10807.00	62.35	105.99
25	Controller/Auditing Officer Distribution System Supervisor Finance Manager/Treasurer Human Resources Manager Information Technology Manager Operations Superintendent Safety Manager Transmission & Substation Systems Supervisor	11886.00	68.57	116.57

WWW Systems Manager

26	Engineering Manager	13075.00	75.43	128.24
	Power Supply Manager			
	Operations Manager			
27	General Superintendent	14384.00	82.98	141.07
28	Assistant General Manager	15823.00	91.29	155.19
29	General Council	17404.00	100.41	170.69

Utility Costs - May 1, 2023 - April 30 2024 @ 70% Markup

Classification "A"

(st.*1.70)

(s.t*1.70)+(s.t*1.15)

	Basic Rate	Utility Rate	O.T. Rate	Utility O.T. Rate
Line Foreman	71.26	121.14	142.52	203.09
Line Foreman/Forks/Clallam Bay/Sekiu (M/F)	72.96	124.03	145.92	207.94
Lineman	63.34	107.68	126.68	180.52
Lineman/Forks (M/F)	64.85	110.25	129.70	184.82
Lineman/Clallam Bay/Sekiu w/water certification	65.40	111.18	130.80	186.39
Serviceman Rep(M/F)	68.41	116.30	136.82	194.97
Serviceman Rep/Forks/Clallam Bay/Sekiu (M/F)	70.04	119.07	140.08	199.61
Serviceman Rep /Clallam Bay/Sekiu w/water certification				
. 1st 6 months	70.69	120.17	141.38	201.47
. After 6 months	72.96	124.03	145.92	207.94
Service Lineman (M/F)	63.34	107.68	126.68	180.52
Apprentice Lineman(M/F)				
. 1st 6 months	47.51	80.77	95.02	135.40
. 2nd 6 months	49.41	84.00	98.82	140.82
. 3rd 6 months	52.26	88.84	104.52	148.94
. 4th 6 months	54.16	92.07	108.32	154.36
. 5th 6 months	57.01	96.92	114.02	162.48
. 6th 6 months	58.59	99.60	117.18	166.98
Boom and Winch Operator	43.24	73.51	86.48	123.23
Brushing Operator	43.24	73.51	86.48	123.23
Directional Bore Operator	46.48	79.02	92.96	132.47
Equipment Operator	44.26	75.24	88.52	126.14

Right-Of-Way Maintenance Operator					
.	1st 6 months	35.86	60.96	71.72	102.20
.	2nd 6 months	39.44	67.05	78.88	112.40
.	3rd 6 months	43.24	73.51	86.48	123.23
.	After 18 months	44.26	75.24	88.52	126.14

Operations Assistant					
.	1st 6 months	29.28	49.78	58.56	83.45
.	2nd 6 months	33.28	56.58	66.56	94.85
.	3rd 6 months	37.58	63.89	75.16	107.10
.	After 18 months	41.41	70.40	82.82	118.02

Operations Specialist I					
.	1st 6 months	27.88	47.40	55.76	79.46
.	2nd 6 months	34.60	58.82	69.20	98.61
.	After 1 year	40.20	68.34	80.40	114.57

Operations Specialist II, A 41.68 70.86 83.36 118.79

Operations Specialist II, B 42.43 72.13 84.86 120.93

Classification "A"

	Basic	Utility	O.T.	Utility	
	Rate	Rate	Rate	O.T. Rate	
Tree Trimmer Foreman	53.31	90.63	106.62	151.93	
Tree Trimmer	47.64	80.99	95.28	135.77	
Apprentice Tree Trimmer					
1st 6 months (75.0% of Journeyman Tree Trimmer)	35.73	60.74	71.46	101.83	
2nd 6 months (81.0% of Journeyman Tree Trimmer)	38.59	65.60	77.18	109.98	
3rd 6 months (87.0% of Journeyman Tree Trimmer)	41.45	70.47	82.90	118.13	
After 18 months (92.5% of Journeyman Tree Trimmer)	44.07	74.92	88.14	125.60	
Tree Trimming/Brushing Assistant					
.	1st 6 months	29.28	49.78	58.56	83.45
.	2nd 6 months	33.28	56.58	66.56	94.85
.	3rd 6 months	37.58	63.89	75.16	107.10
.	After 18 months	41.41	70.40	82.82	118.02

Substation Foreman	72.12	122.60	144.24	205.54
Substation Technician	64.11	108.99	128.22	182.71
Electrician	58.98	100.27	117.96	168.09
Relay Technician	72.11	122.59	144.22	205.51
Meter Foreman	68.45	116.37	136.90	195.08
Meter Technician	60.84	103.43	121.68	173.39
Apprentice Meter Technician				
1st 6 months (75.0% of Meter Technician)	45.63	77.57	91.26	130.05
2nd 6 months (78.0% of Meter Technician)	47.46	80.68	94.92	135.26
3rd 6 months (82.5% of Meter Technician)	50.19	85.32	100.38	143.04
4th 6 months (85.5% of Meter Technician)	52.02	88.43	104.04	148.26
5th 6 months (90.0% of Meter Technician)	54.76	93.09	109.52	156.07
6th 6 months (92.5% of Meter Technician)	56.28	95.68	112.56	160.40
Meter Helper				
. 1st 6 months	28.18	47.91	56.36	80.31
. 2nd 6 months	30.63	52.07	61.26	87.30
. 3rd 6 months	33.70	57.29	67.40	96.05
. After 18 months	37.57	63.87	75.14	107.07
Substation & Meter Foreman	60.52	102.88	121.04	172.48
Substation & Meter Technician	53.81	91.48	107.62	153.36
Apprentice Substation & Meter Tech				
. 1st 6 months	40.36	68.61	80.72	115.03
. 2nd 6 months	41.70	70.89	83.40	118.85
. 3rd 6 months	43.05	73.19	86.10	122.69
. 4th 6 months	44.39	75.46	88.78	126.51
. 5th 6 months	45.74	77.76	91.48	130.36
. 6th 6 months	47.08	80.04	94.16	134.18
. 7th 6 months	48.43	82.33	96.86	138.03
. 8th 6 months	49.77	84.61	99.54	141.84
Substation/Equipment Technician	53.81	91.48	107.62	153.36

Apprentice Substation/Equipment Tech					
.	1st 6 months	40.63	69.07	81.26	115.80
.	2nd 6 months	41.97	71.35	83.94	119.61
.	3rd 6 months	44.39	75.46	88.78	126.51
.	4th 6 months	46.01	78.22	92.02	131.13
.	5th 6 months	48.43	82.33	96.86	138.03
.	6th 6 months	49.77	84.61	99.54	141.84
Communications/Electronics Technician					
.	Step 1	48.28	82.08	96.56	137.60
.	Step 2	50.70	86.19	101.40	144.50
.	Step 3	53.09	90.25	106.18	151.31
Substation & Equipment Helper					
.	Step 1	27.88	47.40	55.76	79.46
.	Step 2	34.17	58.09	68.34	97.38
.	Step 3	40.74	69.26	81.48	116.11
Electric Equipment & Environmental Specialist					
.	Step 1	31.00	52.70	62.00	88.35
.	Step 2	38.01	64.62	76.02	108.33
.	Step 3	45.31	77.03	90.62	129.13
Substation and Meter Helper					
.	Step 1	27.88	47.40	55.76	79.46
.	Step 2	34.17	58.09	68.34	97.38
.	Step 3	40.74	69.26	81.48	116.11
Substation & Meter Specialist					
.	Step 1	29.31	49.83	58.62	83.53
.	Step 2	35.92	61.06	71.84	102.37
.	Step 3	42.82	72.79	85.64	122.04
Meter Reader/AMR Helper					
.	1st 6 months	28.18	47.91	56.36	80.31
.	2nd 6 months	30.63	52.07	61.26	87.30
.	3rd 6 months	33.70	57.29	67.40	96.05
.	After 18 months	37.57	63.87	75.14	107.07
Auto Shop					
	Foreman	50.98	86.67	101.96	145.29
	Mechanic, Class I	39.80	67.66	79.60	113.43
	Mechanic, Class II, after 12 months	43.53	74.00	87.06	124.06
	Mechanic, Class III, after 24 months	46.08	78.34	92.16	131.33

West End Mechanic, Class I	39.80	67.66	79.60	113.43
West End Mechanic, Class II, after 12 months	43.53	74.00	87.06	124.06
West End Mechanic, Class III, after 24 months	46.08	78.34	92.16	131.33
Auto Shop Helper	18.77	31.91	37.54	53.49
Auto Shop Assistant				
. Step 1	22.94	39.00	45.88	65.38
. Step 2	25.11	42.69	50.22	71.56
. Step 3	27.32	46.44	54.64	77.86
. Step 4	29.48	50.12	58.96	84.02
. Step 5	31.50	53.55	63.00	89.78
Automotive Mechanic Trainee				
1st 6 months (50% of Mechanic, Class I Rate)	19.90	33.83	39.80	56.72
2nd 6 months (78% of Mechanic, Class I Rate)	31.04	52.77	62.08	88.46
3rd 6 months (82.5% of Mechanic, Class I Rate)	32.84	55.83	65.68	93.59
4th 6 months (85.5% of Mechanic, Class I Rate)	34.03	57.85	68.06	96.99
5th 6 months (90% of Mechanic, Class I Rate)	35.82	60.89	71.64	102.09
6th 6 months (92.5% of Mechanic, Class I Rate)	36.82	62.59	73.64	104.94
Classification "A"				
	Basic	Utility	O.T.	Utility
	Rate	Rate	Rate	O.T. Rate
Maintenance Foreman	45.37	77.13	90.74	129.30
Facilities Assistant				
. 1st 6 months	28.48	48.42	56.96	81.17
. 2nd 6 months	32.29	54.89	64.58	92.03
. 3rd 6 months	36.40	61.88	72.80	103.74
. After 18 months	39.95	67.92	79.90	113.86

Flagging/Facilities Helper

.	1st 6 months	24.31	41.33	48.62	69.28
.	2nd 6 months	27.01	45.92	54.02	76.98
.	3rd 6 months	30.01	51.02	60.02	85.53
.	After 18 months	33.37	56.73	66.74	95.10

Facilities**Custodian**

.	1st 6 months	20.34	34.58	40.68	57.97
.	2nd 6 months	22.59	38.40	45.18	64.38
.	3rd 6 months	25.10	42.67	50.20	71.54
.	After 18 months	27.89	47.41	55.78	79.49

Warehouse Foreman

45.37	77.13	90.74	129.30
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Storeskeeper

.	1st 6 months	28.42	48.31	56.84	81.00
.	2nd 6 months	32.77	55.71	65.54	93.39
.	3rd 6 months	37.38	63.55	74.76	106.53
.	After 18 months	41.55	70.64	83.10	118.42

Inventory Control Specialist

.	Step 1	25.68	43.66	51.36	73.19
.	Step 2	28.28	48.08	56.56	80.60
.	Step 3	32.51	55.27	65.02	92.65
.	Step 4	35.74	60.76	71.48	101.86
.	Step 5	39.32	66.84	78.64	112.06

Materials Specialist

.	Step 1	24.25	41.23	48.50	69.11
.	Step 2	26.69	45.37	53.38	76.07
.	Step 3	30.67	52.14	61.34	87.41
.	Step 4	33.73	57.34	67.46	96.13
.	Step 5	37.14	63.14	74.28	105.85

Materials Assistant

.	Step 1	22.94	39.00	45.88	65.38
.	Step 2	25.10	42.67	50.20	71.54
.	Step 3	27.32	46.44	54.64	77.86
.	Step 4	29.48	50.12	58.96	84.02
.	Step 5	31.50	53.55	63.00	89.78

Pool Flagger

27.41	46.60	54.82	78.12
18.77	31.91	37.54	53.49

Student Brush Cutter****full-Time College Student(used for brush cutting purposes only)****Classification "BA"**

	Basic Rate	Utility Rate	O.T. Rate	Utility O.T. Rate
Meter Reader Class I	40.61	69.04	81.22	115.74
Meter Reader Class II				
. 1st 6 months	28.18	47.91	56.36	80.31
. 2nd 6 months	30.63	52.07	61.26	87.30
. 3rd 6 months	33.70	57.29	67.40	96.05
. After 18 months	37.57	63.87	75.14	107.07
Meter Reader Class III				
. 1st 6 months	27.51	46.77	55.02	78.40
. After 6 months	30.63	52.07	61.26	87.30
Lead Customer Service Rep				
. Step 1	24.59	41.80	49.18	70.08
. Step 2	26.80	45.56	53.60	76.38
. Step 3	29.22	49.67	58.44	83.28
. Step 4	31.52	53.58	63.04	89.83
. Step 5	33.70	57.29	67.40	96.05
Credit/Collection Specialist				
. Step 1	25.96	44.13	51.92	73.99
. Step 2	27.58	46.89	55.16	78.60
. Step 3	29.22	49.67	58.44	83.28
. Step 4	30.81	52.38	61.62	87.81
. Step 5	32.47	55.20	64.94	92.54
Customer Service Representative, Support Clerk				
. Step 1	22.61	38.44	45.22	64.44
. Step 2	24.59	41.80	49.18	70.08
. Step 3	26.80	45.56	53.60	76.38
. Step 4	28.94	49.20	57.88	82.48
. Step 5	30.91	52.55	61.82	88.09

Customer Service Receptionist

Step 1	21.94	37.30	43.88	62.53
Step 2	26.00	44.20	52.00	74.10

Customer Service Support Specialist

Step 1	25.96	44.13	51.92	73.99
Step 2	27.58	46.89	55.16	78.60
Step 3	29.22	49.67	58.44	83.28
Step 4	30.81	52.38	61.62	87.81
Step 5	32.47	55.20	64.94	92.54

Customer Information & Meter Support Specialist

Step 1	29.11	49.49	58.22	82.96
Step 2	31.15	52.96	62.30	88.78
Step 3	33.43	56.83	66.86	95.28
Step 4	34.60	58.82	69.20	98.61
Step 5	35.81	60.88	71.62	102.06

Computer Operations Specialist

Step 1	23.05	39.19	46.10	65.69
Step 2	25.10	42.67	50.20	71.54
Step 3	27.33	46.46	54.66	77.89
Step 4	29.50	50.15	59.00	84.08
Step 5	31.52	53.58	63.04	89.83

Classification "BA"

	Basic Rate	Utility Rate	O.T. Rate	Utility O.T. Rate
Engineering Technician I				
1st 6 months	33.04	56.17	66.08	94.16
2nd 6 months	34.02	57.83	68.04	96.96
3rd 6 months	35.01	59.52	70.02	99.78
4th 6 months	35.98	61.17	71.96	102.54
5th 6 months	36.98	62.87	73.96	105.39

Engineering Technician II

.	1st 6 months	37.95	64.52	75.90	108.16
.	2nd 6 months	38.56	65.55	77.12	109.90
.	3rd 6 months	39.18	66.61	78.36	111.66
.	4th 6 months	39.80	67.66	79.60	113.43
.	5th 6 months	40.41	68.70	80.82	115.17

GIS Specialist

.	1st 6 months	41.24	70.11	82.48	117.53
.	2nd 6 months	42.05	71.49	84.10	119.84
.	3rd 6 months	42.88	72.90	85.76	122.21
.	4th 6 months	43.69	74.27	87.38	124.52
.	5th 6 months	44.50	75.65	89.00	126.83

Sr Power Systems Project Coord

.	1st 6 months	45.41	77.20	90.82	129.42
.	2nd 6 months	46.31	78.73	92.62	131.98
.	3rd 6 months	47.21	80.26	94.42	134.55
.	4th 6 months	48.12	81.80	96.24	137.14
.	5th 6 months	49.01	83.32	98.02	139.68

Power Systems Project Coord

.	1st 6 months	41.24	70.11	82.48	117.53
.	2nd 6 months	42.05	71.49	84.10	119.84
.	3rd 6 months	42.88	72.90	85.76	122.21
.	4th 6 months	43.69	74.27	87.38	124.52
.	5th 6 months	44.50	75.65	89.00	126.83