

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director 

Agenda Date: April 14, 2025

Subject: Grant Agreement – Repair Upper Hoh Road MP 9.8

Statement of Issue:

The attached agreement is for funds, provided by the Governor's office, to repair the Upper Hoh Road.

Analysis/Strategic Goals/Pro's & Con's:

The Upper Hoh Road became impassable in December 2024 due to storm damage at milepost 9.8. Usual sources of federal funds from the Federal Highway Administration for repairs to this road have not materialized. The Governor has stepped in to provide funds for this repair from the Strategic Reserve Fund. Without the Governor's assistance, this road would remain closed indefinitely, cutting off access to the Hoh Rainforest which is a major tourist attraction in the region (and State) that is a significant driver of the local and regional economy.

Fiscal Impact/Cost Benefit Analysis:

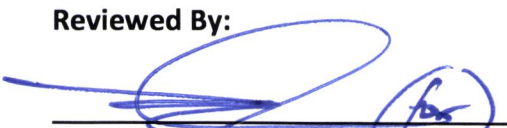
\$623,000 is being provided by the Governor's Strategic Reserve Fund, which is leveraged by \$27,000 in private investment from fund raising.

Recommendation:

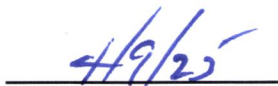
Department of Commerce will send a signature request to the Chair via DocuSign. Please also sign this hard copy agreement for the County's records.

Department Contact: Monte Reinders, Public Works Director x242

Reviewed By:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: WA Dept. of Commerce

Contract No: *PW2025-035*

Contract For: Upper Hoh Rd funding Agreement

Term: 6/30/2025

COUNTY DEPARTMENT: Public Works
Contact Person: Monte Reinders
Contact Phone: 360.385.9242
Contact email: mreinders@co.jefferson.wa.us

AMOUNT: \$623,000

Revenue: 623,000
Expenditure: 623,000
Matching Funds Required: 27,000
Sources(s) of Matching Funds: Private donations
Fund #: Roads (180.545)
Munis Org/Obj:

PROCESS:

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: Grant

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

CERTIFIED: ☐ N/A: ☒ Monte Reinders
Digitally signed by Monte Reinders
DN: C=US, E=mreinders@co.jefferson.wa.us,
O=Jefferson County Public Works, CN=Monte
Reinders
Date: 2025.04.03 09:45:54 -0700
Signature _____ Date _____

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒ Monte Reinders
Digitally signed by Monte Reinders
DN: C=US,
E=mreinders@co.jefferson.wa.us,
O=Jefferson County Public Works,
CN=Monte Reinders
Date: 2025.04.03 09:46:10 -0700
Signature _____ Date _____

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 4/3/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 4/3/2025.
State contract.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

WASHINGTON STATE DEPARTMENT OF COMMERCE AND
OFFICE OF THE GOVERNOR
CONSTRUCTION GRANT

1. GRANT RECIPIENT: Jefferson County Public Works 623 Sheridan Street, Port Townsend Washington 98368	2. EFFECTIVE DATE: 03/26/2025	3. END DATE: 06/30/2025
4. GRANT RECIPIENT REPRESENTATIVE: Monte Reinders, Public Works Director 360-385-9242 Mreinders@co.jefferson.wa.us	5. COMMERCE REPRESENTATIVE: Brenda E. Pearson 360-628-9756 Brenda.pearson@commerce.wa.gov	6. GOV REPRESENTATIVE: Beau Perschbacher 564-250-1559 Beau.Perschbacher@gov.wa.gov
7. SOURCE OF GRANT AWARD FUNDS: <u>Strategic Reserve Fund</u> – \$623,000.00 Total Project Cost – \$650,000.00	8. GRANT RECIPIENT STATEWIDE VENDOR NUMBER: SWV 0002430-06	
Grant Purpose: The intended outcome of this performance-based grant is to retain permanent and tourism related jobs in Washington State. Specifically, grant funding will assist emergency repair of public infrastructure through construction activities.		
The WASHINGTON STATE DEPARTMENT OF COMMERCE, the OFFICE OF THE GOVERNOR and the GRANT RECIPIENT acknowledge and accept the terms of this GRANT and any attachments and have executed this GRANT as of the date and year written below. The rights and obligations of all parties to this GRANT are governed by this GRANT and other documents attached and incorporated by reference: GRANT Terms and Conditions including <u>Attachment A: Scope of Work</u> , <u>Attachment B: Certification of the Availability of Other Funds to Complete the Project</u> , <u>Attachment C: Budget</u> , <u>Attachment D: Special Conditions</u> , <u>Attachment E: Certification of the Payment and Reporting of Prevailing Wages</u>		
FOR THE DEPARTMENT: _____ Joe Nguyen, Director Department of Commerce _____ Date _____ APPROVED AS TO FORM ONLY: _____ Sandra Adix Assistant Attorney General _____ Date		FOR THE GRANT RECIPIENT: _____ Heidi Eisenhour, Chair of the Jefferson County Board _____ Date _____ FOR OFFICE OF THE GOVERNOR: _____ Amber Leaders, Director Legal & Contract Services Division Office of Financial Management _____ Date

GRANT TERMS & CONDITIONS

SECTION 1 - PREAMBLE

This GRANT, entered into by the Jefferson County Public Works, (hereinafter referred to as the GRANT RECIPIENT), and the Washington State Department of Commerce (hereinafter referred to as the DEPARTMENT), and the Office of the Governor (hereinafter referred to as GOV) WITNESS THAT:

WHEREAS, the Washington State Legislature created the Economic Development Strategic Reserve Account under RCW 43.330.250 to be expended to prevent closure of a business or facility, to prevent relocation of a business or facility in the state to a location outside the state, or to recruit a business or facility to the state;

WHEREAS, the Washington State Legislature has appropriated funding for this purpose to the Strategic Reserve Account;

WHEREAS, the DEPARTMENT has the responsibility under RCW 43.330.050(5) to provide financial and technical assistance to the communities of the state, to assist in improving the delivery of federal, state, and local programs, and to provide communities with opportunities for productive and coordinated development beneficial to the well-being of communities and their residents; and

WHEREAS, the Governor has authorized the expenditure and the project for which funds will be expended that meets the statutory requirements outlined in RCW 43.330.250 and is eligible to receive funding.

THEREFORE, the parties mutually agree to the following terms and conditions:

SECTION 2 - SCOPE OF WORK

Over the course of the GRANT period, the GRANT RECIPIENT shall accomplish the activities described in Attachment "A": Scope of Work, which is attached hereto and incorporated into the GRANT by reference.

SECTION 3 - FUNDING

The total funds to be reimbursed to the GRANT RECIPIENT for costs incurred during the GRANT period shall be a sum not to exceed Six hundred and twenty three thousand dollars (\$623,000.00).

SECTION 4 - AVAILABILITY OF OTHER FUNDS REQUIRED TO COMPLETE THE PROJECT

The GRANT RECIPIENT certifies in Attachment "B": Certification of the Availability of Funds to Complete the Project that the GRANT RECIPIENT has the financial capacity to complete the project. Attachment "B" is attached hereto and incorporated into the GRANT by reference.

SECTION 5 - BUDGET

An approved budget by category of expenditure is included as Attachment "C": Budget of this GRANT which is attached hereto and is incorporated into the GRANT by reference. The total amount of transfers of funds between line item budget categories shall be as specified in Attachment "C". If the cumulative amount of these transfers is expected to exceed the amount specified in Attachment "C", the total project budget shall be subject to justification and negotiation of a GRANT amendment by the GRANT RECIPIENT, the DEPARTMENT and GOV in advance of expenditure.

SECTION 6 - GRANT PERIOD OF PERFORMANCE

- A. The effective date of this GRANT shall be March 26, 2025, the award date.
- B. Costs to be reimbursed by GOV under this GRANT are those eligible costs incurred during the performance of the GRANT work specified in Attachment "A" on or after the effective date of the contract. All work must be completed on or before June 30, 2025 with the final report on activities being due no later than July 7, 2025.

SECTION 7 - REIMBURSEMENT PROVISIONS

- A. Funds will be disbursed on a reimbursement basis only.
- B. Only eligible project-related costs will be reimbursed.
- C. In order to obtain reimbursement, the GRANT RECIPIENT shall submit an invoice voucher, on a form provided by the DEPARTMENT and GOV, which identifies the costs incurred for work performed during the reimbursement period. Documentation of expenses may not be required with each invoice, but must be available upon request. The invoice must be submitted with a progress report as required in Section 9. Invoices shall reference **Commerce Grant Number SRF25-00025-103** and **GOV Grant Number GOV K721**.
- D. Within ten (10) days after receiving a reimbursement voucher the DEPARTMENT shall approve the voucher and forward the voucher with written approval to GOV for payment. Within ten (10) days after receiving the approved voucher, GOV shall remit to the GRANT RECIPIENT a warrant covering GOV'S share of the costs incurred for work performed, unless the claim is challenged by the DEPARTMENT or GOV.
- E. The final invoice voucher covering costs incurred for work performed on or before June 30, 2025 must be submitted by the GRANT RECIPIENT no later than July 7, 2025, to allow the DEPARTMENT and the GOV sufficient time to process it. Payment of the final voucher shall be contingent upon the DEPARTMENT'S and GOV'S receipt and approval of any products or deliverables designated in Attachment "A".

SECTION 8 - EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANT RECIPIENT may be reimbursed for project expenditures in the following cost categories:

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- construction labor and materials;
- demolition/site preparation;
- capitalized equipment;
- information technology infrastructure (cables and wiring);
- construction management (from external sources only)*;

At least 90% of the funds awarded for the project must be used for the construction/equipment/land acquisition portion of the 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 grantee, unless the employee is hired solely and specifically to perform on-site construction management as defined above.

** **Furnishings and equipment** are considered eligible project costs as long as the average useful life of the item purchased is 13 years or more.

*** 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.

SECTION 9 - REPORTS

- A. The GRANT RECIPIENT shall submit quarterly progress reports to the DEPARTMENT which describe the progress made on the activities outlined in Attachment "A". The progress reports will include any schedule updates on activities and updates on when funds will be requested.
- B. The GRANT RECIPIENT shall furnish, along with or prior to submitting the final invoice voucher, the final products, and a Final Report as designated in Attachment "A".

SECTION 10 - GRANT AMENDMENTS

The DEPARTMENT, GOV or the GRANT RECIPIENT may request changes to the GRANT or its provisions. It is agreed and understood that no material or substantive alteration or variation of the terms of this GRANT shall be valid unless made in writing and signed by all parties. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties.

SECTION 11 - USE OF SUBCONTRACTS

- A. The GRANT RECIPIENT may only subcontract work contemplated under this GRANT if it obtains the prior written approval of the DEPARTMENT.
- B. If the DEPARTMENT approves subcontracting, the GRANT RECIPIENT shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the DEPARTMENT in writing may: (a) require the GRANT RECIPIENT to amend its subcontracting procedures as they relate to this GRANT; (b) prohibit the GRANT RECIPIENT from subcontracting with a particular person or entity; or (c) require the GRANT RECIPIENT to rescind or amend a subcontract.
- C. Every subcontract shall bind the Subcontractor to follow all applicable terms of this GRANT. The GRANT RECIPIENT is responsible to the DEPARTMENT and GOV if the Subcontractor fails to comply with any applicable term or condition of this GRANT. The GRANT RECIPIENT 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 GRANT RECIPIENT to the DEPARTMENT or GOV for any breach in the performance of the GRANT RECIPIENT's duties.
- D. Every subcontract shall include a term that the DEPARTMENT, GOV and the state of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.
- E. No prior written approval is required for subcontracting of the actual construction of the Project or of engineering related to the construction of the Project.

SECTION 12 - RECAPTURE PROVISIONS

- A. In the event that the GRANT RECIPIENT expends funds under this GRANT in violation of state laws and/or the provisions of this GRANT, the DEPARTMENT and GOV reserve the right to recapture state funds in an amount equivalent to the extent of the noncompliance.
- B. Such right of recapture shall exist for a period not to exceed six (6) years following GRANT termination. Repayment by the GRANT RECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event that the DEPARTMENT and GOV are required to institute legal proceedings to enforce the recapture provision and prevails, the DEPARTMENT and GOV shall be entitled to their costs thereof, including reasonable attorney's fees.

SECTION 13 - DOCUMENTATION, MONITORING AND AUDIT

- A. During the GRANT period of performance and following its termination, the GRANT RECIPIENT shall follow accounting procedures and shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all project specific costs expended in the performance of this GRANT. The Office of the State Auditor or any persons duly authorized by the DEPARTMENT and GOV shall have full access to and the right to inspect, excerpt, audit, or examine any of these materials at all reasonable times for a period of six (6) years after termination of the GRANT.
- B. The DEPARTMENT and GOV may require a copy of the GRANT RECIPIENT'S most recent audit and management letter.
- C. The DEPARTMENT and GOV may require the GRANT RECIPIENT to obtain an audit for specific expenditures under this GRANT.

SECTION 14 - ACKNOWLEDGMENT OF STATE FUNDING

- A. The GRANT RECIPIENT shall provide all project-related press releases to the DEPARTMENT and GOV. Press releases shall identify the state of Washington as a project financier.
- B. If, during the period covered by this GRANT, the GRANT RECIPIENT displays signs or markers or circulates any communication identifying the financial participants in the project such sign, marker, or communication shall identify the state of Washington as a participant. The provision of this section shall also apply to any permanent signs or markers displayed at the project site.

SECTION 15 - NONDISCRIMINATION CLAUSE

- A. During the performance of this GRANT, the GRANT RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 *et seq.*, the Americans with Disabilities Act (ADA).
- B. In the event of the GRANT RECIPIENT'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this GRANT may be rescinded, canceled, or terminated in whole or in part, and the GRANT RECIPIENT may be declared ineligible for further contracts with the DEPARTMENT and GOV. The GRANT RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with Section 23.

SECTION 16 - TERMINATION OF GRANT

- A. If the GRANT RECIPIENT fails to fulfill its obligations under this GRANT, the DEPARTMENT and GOV may terminate the GRANT upon written notice to the GRANT RECIPIENT specifying the reason for termination. The termination date shall be specified in the notice of termination. In the alternative, at the discretion of the DEPARTMENT and GOV, the DEPARTMENT and GOV may provide notice to the GRANT RECIPIENT that termination will occur unless the GRANT RECIPIENT corrects the violation within a specified number of days.
- B. Notwithstanding any other provisions of this GRANT, either party may terminate this GRANT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- C. Reimbursement for GRANT RECIPIENT work performed, and not otherwise paid for by the DEPARTMENT and GOV prior to the effective date of such termination shall be as the DEPARTMENT and GOV reasonably determine.
- D. In the event Strategic Reserve Grant funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this grant and prior to normal completion, the DEPARTMENT or GOV may terminate the GRANT upon written notice to the GRANT RECIPIENT, subject to renegotiation at the DEPARTMENT'S and GOV'S discretion under those new funding limitations and conditions.

SECTION 17 - GRANT RECIPIENT NOT EMPLOYEE OF DEPARTMENT

The GRANT RECIPIENT, its employees, or agents performing under this GRANT are not deemed to be employees or agents of the DEPARTMENT or GOV in any manner whatsoever. The GRANT RECIPIENT will not hold itself out as or claim to be an officer or employee of the DEPARTMENT, GOV or of the state of Washington and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT, GOV or of the state of Washington.

SECTION 18 - 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.

SECTION 19 - OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT and GOV make no claims to any real property improved or constructed with funds awarded under this GRANT and do 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. This provision does not extend to claims that the DEPARTMENT and GOV may bring against the GRANT RECIPIENT in recapturing funds expended in violation of this GRANT.

SECTION 20 - APPLICABLE LAWS AND REGULATIONS

- A. The GRANT RECIPIENT shall comply with all existing applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.
- B. The project funded under this GRANT may be subject to prevailing wage law (Chapter 39.12 RCW). The GRANT RECIPIENT is advised to consult the Washington Department of Labor and Industries and/or private counsel to determine whether prevailing wages must be paid. The DEPARTMENT or GOV are not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

SECTION 21 - SPECIAL PROVISION

The DEPARTMENT'S or GOV'S failure to insist upon the strict performance of any provision of this GRANT or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any obligation or right under this GRANT.

SECTION 22 - HOLD HARMLESS

The GRANT RECIPIENT agrees to defend, hold harmless, and indemnify the state of Washington, the DEPARTMENT, GOV and their officers, agents, employees, and assigns against any and all damages or claims for damages resulting or allegedly resulting from the GRANT RECIPIENT'S performance or lack of performance under the terms of this GRANT.

SECTION 23 - DISPUTE RESOLUTION

Except as otherwise provided in this GRANT, when a bona fide dispute arises among the parties and it cannot be resolved through discussion and negotiation, any of the parties may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT and/or GOV, a representative appointed by the GRANT RECIPIENT and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

SECTION 24 - GOVERNING LAW AND VENUE

The GRANT shall be construed and enforced in accordance with, and the laws of the state of Washington hereof shall govern the validity and performance. Venue of any suit between the parties arising out of this GRANT shall be the superior court of Thurston County, Washington.

SECTION 25 - SEVERABILITY

In the event any term or condition of this GRANT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this GRANT which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this GRANT are declared severable.

SECTION 26 - HISTORICAL AND CULTURAL RESOURCES

- A. GRANT RECIPIENT acknowledges that the project funded under this GRANT is subject to Executive Order 05-05, Archaeological and Cultural Resources. The GRANT RECIPIENT agrees to work with the DEPARTMENT and GOV to meet the requirements of Executive Order 05-05 and understands the conditions set forth in the Department of Archaeology and Historic Preservation's recommendations must be satisfied before the DEPARTMENT and GOV will reimburse any project construction costs.
- B. In the event that historical or cultural resources are discovered at the project site during construction, the GRANT RECIPIENT shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Department of Archaeology and Historic Preservation.

SECTION 27 – PREVAILING WAGE LAW

The project funded under this GRANT is subject to state prevailing wage law (Chapter 39.12 RCW). The GRANT RECIPIENT is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. Neither the DEPARTMENT nor GOV are responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

SECTION 28 – REAPPROPRIATION

The parties hereto understand and agree that any state funds not expended by June 30, 2017, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this GRANT shall be contingent upon the terms of such reappropriation. Such unexpended funds will revert to the Strategic Reserve Fund.

SECTION 29 - ENTIRE AGREEMENT

This GRANT, including referenced exhibits, 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 GRANT shall be deemed to exist or to bind any of the parties hereto.

The attachments to this agreement are as follows:

- ATTACHMENT A: Scope of Work, consisting of 1 page;
- ATTACHMENT B: Certification of the Availability of Other Funds to Complete the Project, consisting of 1 page;
- ATTACHMENT C: Budget, consisting of 1 page;
- ATTACHMENT D: Special Conditions, consisting of 1 page;
- ATTACHMENT E: Certification of the Payment and Reporting of Prevailing Wages, consists of 1 page

ATTACHMENT A: SCOPE OF WORK

Grant Recipient: Jefferson County Public Works

Grant Purpose: The intended outcome of this performance-based grant is to retain permanent and tourism related jobs in Washington State. Specifically, grant funding will assist emergency repair of public infrastructure through construction activities.

Inputs:

Activities to include but not limited to:

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- construction labor and materials;
- demolition/site preparation;
- capitalized equipment;
- information technology infrastructure (cables and wiring);
- construction management

Outputs/Deliverables:

All work must be completed on or before June 30, 2025. All deliverables including the final report must be received no later than July 7, 2025.

- Progress reports according to the schedule set forth below.
- Digital photos of project, before, during and at completion of project.
- Documentation such as inspection/issued use permit demonstrating the project is functionable and usable.
- Final Project Report, report format to be provided by DEPARTMENT.

Progress Reports:

Progress reports will be submitted with requests for reimbursement on a monthly basis.

- July 7, 2025 (Final Report)

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

Source of Funds	Amount	Status
Non State Funds:	\$27,000.00	Secured
State Funds:	\$623,000.00	Secured
TOTAL NON-STATE AND STATE SOURCES:	\$650,000.00	

CERTIFICATION

The GRANT RECIPIENT, by its signature, certifies that project funding from sources other than those provided by this GRANT and identified above, 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 elsewhere in this GRANT, as of the date and year written below. The GRANT RECIPIENT 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 DEPARTMENT and GOV'S review upon reasonable request.

Heidi Eisenhour, Chair of the Board

Date

ATTACHMENT C: BUDGET

The budget shall consist of the following elements. Reimbursement will be for actual expenditures.

	Strategic Reserve Fund Grant	Other Funds	Total
1. Design/Engineering/Planning (includes permits/fees and eligible/related costs incurred during the Design Phase)	\$30,000	\$2,000	\$32,000
2. Construction	\$570,000	\$25,000	\$595,000
3. Other	\$23,000		\$23,000
Total	\$623,000	\$27,000	\$650,000

Special Budget Provisions:

The total amount of transfers of funds between line item budget categories in this GRANT shall not exceed ten (10) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a GRANT amendment by the GRANT RECIPIENT, the DEPARTMENT, and GOV in advance of the expenditure.

A sum of ten (10) percent of Strategic Reserve grant funds shall be withheld until all activities and final products defined in Attachment "A" have been successfully completed by the GRANT RECIPIENT and accepted fully by the DEPARTMENT and GOV.

ATTACHMENT D: SPECIAL CONDITIONS

PERFORMANCE REPORTING

After the completion of the project, the GRANT RECIPIENT shall provide for up to five years, annual updates on the economic impact of the project at the DEPARTMENT'S request. The updates shall be in a format acceptable to the DEPARTMENT and GOV and describe, but not be limited to, the private sector employment and investment activity resulting from the project.

CHANGE OF OWNERSHIP OR USE

- A. The GRANT RECIPIENT understands and agrees that any and all real property or facilities acquired, constructed, or rehabilitated using state funds under this GRANT shall be held and used by the GRANT RECIPIENT for the express purpose or purposes stated elsewhere in this grant for a period of at least ten (10) years from the date the final payment is made.
- B. In the event the GRANT RECIPIENT is found to be out of compliance with this section, the GRANT RECIPIENT shall repay to the state general fund the amount of the GRANT as stated in Section 3, 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 12, Recapture Provisions.

**ATTACHMENT E: CERTIFICATION OF THE PAYMENT
AND REPORTING OF PREVAILING WAGES**

CERTIFICATION

The CONTRACTOR, 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 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 CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

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

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

Heidi Eisenhour, Chair of the Jefferson County Board