

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

REGULAR AGENDA REQUEST

TO: Board of County Commissioners

FROM: Carolyn Gallaway, Clerk of the Board

DATE: July 14, 2025

SUBJECT: **MOTION TO AFFIRM** re: Port Hadlock Sewer – Grant Extension, Amendment A

STATEMENT OF ISSUE:

Public Works requested that the Commissioners approve an amendment to the Port Hadlock Sewer Contract #22-96515-026, to extend the construction grant end date from June 20, 2025 to October 30, 2026.

ANALYSIS:

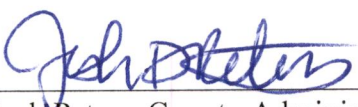
At their regular meeting on June 23, 2025, the Commissioners approved the amended contract by placing it on the Consent Agenda. However, the public was not given an opportunity to review or comment on the amendment prior to the vote. In light of this, staff is requesting that the Board affirm the original motion to ensure transparency and reinforce public trust in the process.

FISCAL IMPACT:

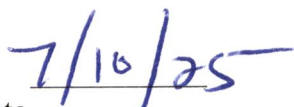
None.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve a motion affirming the previous approval of Amendment A to Contract #22-96515-026 (Port Hadlock Sewer), as authorized on June 23, 2025.



Josh Peters, County Administrator



Date



Amendment Face Sheet

Contract Number: 22-96515-026

Amendment Number: A

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

1. Grantee Jefferson County Public Works 623 Sheridan Street Port Townsend, WA 98368		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Monte Reinders, Public Works Director (360) 385-9242 mreinders@co.jefferson.wa.us		4. COMMERCE Representative Jon Galow, Section Manager PO Box 42525/1011 Plum St SE, Olympia, WA 98504-2525 (509) 847-5021 jon.galow@commerce.wa.gov	
5. Original Grant Amount (and any previous amendments) \$20,125,000.00	6. Amendment Amount \$0	7. New Grant Amount \$20,125,000.00	
8. Amendment Funding Source Federal: ☒ State: ☐ Other: ☐	9. Amendment Start Date Date of Execution	10. Amendment End Date October 30, 2026 (contingent on reappropriation); June 30, 2025 (if funds not reappropriated)	
11. Federal Funds (as applicable) \$20,125,000.00	Federal Agency U.S. Department of Treasury	ALN (CFDA#) 21.027	
12. Amendment Purpose Extend contract end date from June 30, 2025 to October 30, 2026 for the Port Hadlock Wastewater System project.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE	FOR COMMERCE
Heidi Eisenhour, Chair Board of County Commissioners	Mark K. Barkley, Assistant Director Local Government Division
Date	Date
	APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date

Orig: PW
CC: AmL } 12.19.22

Refin: 2030



Washington State
Department of
Commerce

Capital Agreement with

Jefferson County

through

American Rescue Plan Act, State and Local Fiscal Recovery Funds

Contract Number: 22-96515-026

For

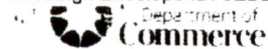
Port Hadlock Wastewater Facility

Dated: July 1, 2021

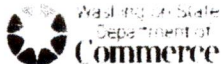
WA St. Dept of Commerce re: PN RRPA

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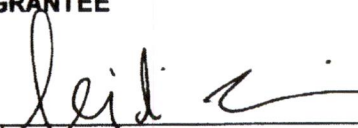
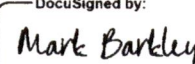
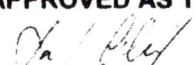
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Face Sheet

Contract Number: 22-96515-026

**Washington State Department of Commerce
Local Government Division
Community Assistance & Research Unit
ARPA State and Local Fiscal Recovery Funds Grant**

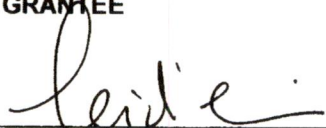
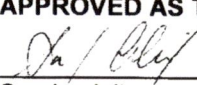
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3. Grantee Representative Monte Reinders, Public Works Director (360) 385-9242 mreinders@co.jefferson.wa.us		4. COMMERCE Representative Jon Galow, Section Manager PO Box 42525, Olympia, WA 98504 (509) 847-5021 jon.galow@commerce.wa.gov	
5. Grant Amount \$20,125,000.00	6. Funding Source Federal: State: N/A:	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) \$20,125,000.00	Federal Agency US Dept. Treasury	ALN (CFDA #) 21.027	Indirect Rate N/A
10. SWV # SWV0002430-06	11. UBI # 161001169	12. DUNS # N/A	13. UEI # PC7MRLYLNGD5
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: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, and Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages.			
FOR GRANTEE  Heidi Eisenhour, Chair Board of County Commissioners 12/19/22 Date		FOR COMMERCE DocuSigned by:  80312804865C458... Mark K. Barkley, Assistant Director Local Government Division 1/4/2023 1:40 PM PST Date APPROVED AS TO FORM ONLY  Sandra Adix Assistant Attorney General April 22, 2022	

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Face Sheet

Contract Number: 22-96515-026

**Washington State Department of Commerce
Local Government Division
Community Assistance & Research Unit
ARPA State and Local Fiscal Recovery Funds Grant**

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3. Grantee Representative Monte Reinders, Public Works Director (360) 385-9242 mreinders@co.jefferson.wa.us		4. COMMERCE Representative Jon Galow, Section Manager PO Box 42525, Olympia, WA 98504 (509) 847-5021 jon.galow@commerce.wa.gov	
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FOR GRANTEE  Heidi Eisenhour, Chair Board of County Commissioners 12/19/22 Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY  Sandra Adix Assistant Attorney General April 22, 2022	

Special Terms and Conditions

CAPITAL FEDERAL FUNDS

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

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 American 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 15, 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 15, 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.

5. Extension of Grant Upon Reappropriation

Notwithstanding Special Terms and Conditions No. 4, the End Date of this Grant may be extended upon written notice to Grantee from Commerce for a period 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 Special Terms and Conditions No. 4 may be required to extend the End Date.

6. 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.

7. 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.

8. 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.

9. 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) will be used.

10. 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.

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.

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, if 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.).

11. 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.

12. Historical and 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.

13. 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.

14. 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. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

15. 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 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 – The Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. A certificate and/or letter of coverage that outlines coverage limits and deductibles shall be provided. 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) and 2) 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 letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

16. Compliance with Applicable Law and Regulation

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, 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 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.

17. 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.

18. 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>). 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.

19. 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 Grant Agreement period, 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.

20. 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 funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

21. 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 ten (10) 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).

22. 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 ten (10) 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).

23. 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.

24. 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.

25. 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

General Terms and Conditions

CAPITAL FEDERAL FUNDS

1. Definitions

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

- A. "Authorized Representative" shall mean the Director 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 Grantor, 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, 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.

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. Attorney's 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.
 - a. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
 - b. 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.
 - c. 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:

Lower Tier Covered Transactions

- 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.

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.

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.

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.
 - 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 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, 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.

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.

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.
- 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.

Attachment A – Scope of Work

Funds awarded under this grant will be used for capital expenditures related to the development of a new Port Hadlock wastewater system, replacing septic systems with a centralized collection, treatment, and disposal system. This project will include construction of a wastewater treatment plant, a beneficial wastewater re-use facility (infiltration pond) and construction of approximately 6,000 feet of low-pressure sewer collection lines in public rights-of-way. Work will be segmented into three separate construction contracts: site work, wastewater treatment plant and collection system.

This project aligns to the US Environmental Protection Agency's: Clean Water State Revolving Fund - Centralized Wastewater Treatment.

The project is located in the unincorporated urban growth area of Port Hadlock, Jefferson County, Washington.

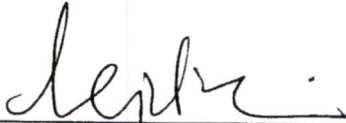
Project activities include but not limited to:

- Construction, installation, performance testing and initial operation of the wastewater treatment plant and collection system
- Construction management and inspection services
- Legal Fees

All project work completed with prior legislative approval. 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.



Heidi Eisenhour, Chair
Board of County Commissioners

12/19/22
Date

Attachment B - Certification of the Availability of Funds to Complete the Project

Type of Funding	Source Description	Amount
Grant	Commerce – ARPA SLFR	\$20,125,000.00
Other Grants		
Grant #1		\$
	Total Other Grants	\$0.00
Other Loans		
Loan #1		\$
	Total Loans	\$0.00
Other Local Revenue		
Source #1	Jefferson County	\$1,500,000
	Total Local Revenue	\$1,500,000
Other Funds		
Source #1		\$
	Total Other Funds	\$0.00
	Total Project Funding	\$21,625,000

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.



Heidi Eisenhour, Chair
Board of County Commissioners

12/19/22

Date

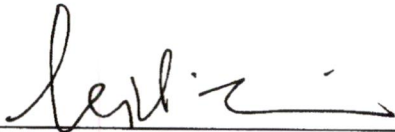
Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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.

If any state 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.



Heidi Eisenhour, Chair
Board of County Commissioners

12/19/22

Date



Washington State
Department of
Commerce

**2021-2023 Capital Budget
ARPA SLFR Contract Readiness Survey**

Grantee	Jefferson County
Project Title	Port Hadlock Wastewater Facility
Contract number	22-96515-026
Grant Amount	\$20,125,000

Instructions:

Before you can receive funds, a contract will need to be executed between your organization and the state. Contract development generally takes four to six weeks once you have met all pre-contracting requirements. Please follow these steps to get the process started:

1. Completely fill out the survey questions by typing your responses in the electronic version of this form;
2. Have the Grantee Certification (last page) signed by the person authorized to sign contracts for your organization;
3. Attach documentation for committed funds (copies of award letters, council appropriations, etc.), if applicable.

If you have any questions or need additional information, please contact:
Jon Galow, Section Manager, Community Assistance and Research Unit (509) 847-5021 or
jon.galow@commerce.wa.gov.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

SECTION 1. GENERAL INFORMATION

1.1	Grantee (Complete Legal Name)	Jefferson County
1.2	Type of Organization	☒ Government ☐ Publicly-Owned ☐ Private Non-Profit
1.3	Fiscal Year End (mm/dd)	12/31
1.4	Federal Tax ID	91-6001322
1.5	UBI#	161-001-169-000
1.6	Statewide Vendor Number (if available)	0002430-06
1.7	UEI#	PC7MRLYLNGD5
1.8	SAM.gov Expiration	02/24/2023
1.9	Water and Sewer Projects, if applicable	Public Water system (PWS) ID Number (DWSRF) N/A NPDES/State Waste Discharge Permit Number (CWSRF): N/A
1.10	Project Street Address	236 Lopeman Rd., Port Hadlock, WA 98339-
1.11	Grantee Mailing Address	623 Sheridan St., Port Townsend, WA 98368-
1.12	County	Jefferson
1.13	Legislative District	24 th
1.14	Congressional District	6 th
1.15	Which legislator(s) took the lead in introducing your appropriation?	Steve Tharinger
	Authorized Person to Sign Contract	Heidi Eisenhour
	Authorized Signatory Title	Chair, Jefferson Board of Commissioners
1.16	Mailing Address (if different from mailing address above)	PO Box 1220, Port Townsend, WA 98368-
	Telephone	(360) 385-9100
	Email	heisenhour@co.jefferson.wa.us
1.17	Are you able to utilize DocuSign, to sign your contract?	Yes No X
	Person Administering the Grant (once contract is signed)	Monte Reinders
1.18	Mailing Address (if different from mailing address above)	623 Sheridan St., Port Townsend, WA 983368-
	Telephone	(360) 385-9242
	Email	mreinders@co.jefferson.wa.us

SECTION 2. PROJECT INFORMATION

PROJECT DESCRIPTION

- 2.1** Please describe the project's anticipated use and public benefit.
The project will construct an MBR wastewater treatment plant and pressurized sewer collection system. It will replace on-site septic systems and "turn on" the urban zoning approved for the Port Hadlock Urban Growth Area (UGA). This is the only UGA in unincorporated Jefferson County, which needs the commercial development and affordable housing opportunities that the UGA with sewer will provide.
- 2.2** Is this project part of a larger, phased project? If YES, explain how this phase fits in the overall project. ☒ YES ☐ NO
This project is the Phase I area (sometimes called Core Area) of the larger Port Hadlock – Irondale Urban Growth Area wastewater system.
- 2.3** **Project GPS Coordinates (approximate center of project location)** The latitude-longitude coordinates <https://www.gps-coordinates.net/>. A written description of the specific roads, streets, neighborhoods, or other bounding information describing the project area with specificity.
48.0290 North 122.7700 West
The project will serve properties along SR-116 (east of Chimacum Creek extending to the Chimacum Rd. intersection), Christney Rd, and Cedar Ave (north to Mason St). A wastewater treatment plant and wastewater re-use (infiltration) pond will be constructed on property located on Lopeman Rd.
- 2.4** For Broadband Projects Only, please provide a geospatial location data or attach a shape file.
N/A

FUNDING PRIORITIES

- 2.5** Identify is the project addresses one or more of the following funding priorities.
- ☒ Ensures compliance with applicable health and environmental safety requirements
 - ☒ Addresses the most serious risks to human health
 - ☐ Assists systems most in need on a per household basis according to State affordability criteria

SITE CONTROL

- 2.6** Do you have control of the project site either through ownership or through a long-term lease (**at least 10 years**)? If NO, please explain and include the date you expect to meet this condition. ☒ YES ☐ NO
- IMPORTANT: Site control is required before we can begin writing the contract.**

GOVERNOR EXECUTIVE ORDER 21-02 (EO 21-02) CULTURAL & HISTORICAL RESOURCES REVIEW (OR SECTION 106)

- 2.7 Does your project involve pre-construction, land acquisition, ground disturbance, or construction or rehabilitation of a building over 45 years old?
- If YES and your project includes only state and local funds, you will need to go through the EO 21-02 review process.

- ☐ Pre-Construction
- ☐ Land Acquisition
- ☒ Ground Disturbance
- ☐ Building Over 45 Years Old

2.7a If NO, please explain.

Does your project include other federal funds? ☐ YES ☒ NO

If YES, you will need to go through the Section 106 review process.

IMPORTANT: If EO 21-02 (or Section 106) applies to your project, you will need to complete this review before we can execute the contract.¹

EO 21-02 Completed per Commerce.

LEED (LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN) CERTIFICATION

- 2.8 Does your project include new construction or renovation of a building or facility?

☐ YES ☒ NO

If YES, indicate if you entered the LEED certification process with the goal of your facility obtaining the silver standard.

IMPORTANT: As part of your contracting process, you are required to complete a LEED Certification Declaration form.²

Exempt facility type. See Section 4.

PREVAILING WAGE

- 2.9 If your project includes new construction or renovation, do you understand and acknowledge that you are required to pay state prevailing wages for all construction-related work as of March 3, 2021.

☒ YES

¹ The EO 21-02 requires recipients of state funds to consult with interested parties, i.e., Department of Archaeology and Historic Preservation, and Indian Tribes, prior to starting project construction. If your project funding includes other federal funds (from Ecology (CWSRF), Department of Health (DWSRF), Section 106 (National Historic Preservation Act)) will be required, which supersedes the EO 21-02 review. These consultations should take place as early as possible in order to avoid delays in starting your project. If you have questions regarding the cultural and historic resources process, please contact Connie Rivera at (360-704-9535 or connie.rivera@commerce.wa.gov).

² LEED is a certification program run by the U.S. Green Building Council. In 2005 the Washington State Legislature passed a law requiring all capital projects grant recipients to comply with the LEED standards (RCW 39.35D). The goal is for major construction or renovation projects receiving state funds to be built to the LEED silver standard where "practicable." Projects that fall under certain facility types and projects demonstrating that it would not "be practicable" to meet the LEED silver standard may qualify for a LEED exemption. Please refer to the attached *LEED Certification Declaration* form for more details. If you have questions regarding the LEED process, please contact your project manager.

SCOPE OF WORK

2.10 Describe all the activities and deliverables needed to accomplish this project.

IMPORTANT: Provide a description of the project along with the estimated start and end date. Your Scope of Work must correspond with your application or member request and will become part of your contract. This project will include construction of a wastewater treatment plant, a beneficial wastewater re-use facility (infiltration pond), and construction of 6,000 L.F. of 2-inch to 6-inch low-pressure sewer collection lines in public streets. Work will be segmented into three separate construction contracts - site work, wastewater treatment plant, and collection system. Bidding for site work will occur by 3/1/2023. Remaining contracts will be let by the end of 2023. Work is anticipated to be completed in early 2025.

PROJECT COSTS

2.11 Only complete the Project Costs table below *if your budget is finalized*. A list of eligible and ineligible costs is included in the ARPA Infrastructure Projects Program Guidelines.

IMPORTANT: Your Total Project Costs must equal your Total Funding in Question 2.13. The cost categories must correspond with the activities listed on your Scope of Work. Grantees must determine if costs are reasonable and allowable based on 2 CFR Part 200.

The Project Cost table will become part of your contract. Please note that this is a reimbursement grant: only costs incurred after March 3, 2021, will be reimbursed.

IMPORTANT: A finalized budget is required before we can begin writing the contract.

Cost Category	Amount	
Archeological/Historical review	0.00	Complete
Building Permits/Fees	0.00	Complete
Capitalized Equipment	0.00	
Construction Labor and Materials	20,125,000	ARPA SLRF
Construction or Project Management	1,500,000	County funds
Demolition/Site Preparation	0.00	
Design, Architecture and Engineering Work	0.00	Complete
Indirect Rate (federal approved indirect rate or 10 percent of the modified total direct costs)	0.00	N/A
Real property when purchased specifically for the project, and associated costs *	0.00	Complete
Salaries and benefit expenses**	0.00	N/A
Other:		
TOTAL PROJECT COSTS (must match 2.13 Total Project Funding)	\$21,625,000	

***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.

****Costs for salaries and benefits can only include:** the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts: related to disbursing payments of SLFRF Infrastructure Project funds and managing new grant programs established using Fiscal Recovery Funds.

Indirect Rate

- 2.12** Please attached the indirect rate approval letter from the federal cognizant agency or the "Certification of Indirect Costs" to the Readiness Survey, rate proposal that was submitted for their review per 2 CFR 200. If no such rate exists, a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) *** may be used. Please provide the information below, or mark an "x" in the appropriate box.

What is your Federal
Approved Percentage
Rate?

N/A

Will you be requesting the de Minimis Indirect Cost Rate of 10%?

Yes

NoX

******Modified Total Direct Costs (MTDC)**" means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-award under the award). MTDC excludes equipment, capital expenditures, and rental costs.

PROJECT FUNDING

- 2.13** Complete the table below listing the amounts and funding sources for this project. State the status of your funding sources as follows:

- **Committed:** funds are considered committed if a formal notice of approval for the funds is in place from the funding source. Local Revenue must be in an approved budget or be appropriated by your council or commission to be considered committed. Attach documentation such as copies of award letters, council appropriations, etc.
- **In-Hand:** funds are considered in-hand if you have already received the funds.

IMPORTANT: Your Total Project Funding must equal your Total Project Costs in Question 2.11. The Project Funding table will become part of your contract. You are required to have full funding for your project (or project phase) by either having the funds in-hand or by showing that the funds are committed.

IMPORTANT: All project funding is required before we can begin writing the contract.

Type of Funding	Identify Source	Amount	Status (Committed or In-Hand)
ARPA State & Local Fiscal Recovery Grant	Department of Commerce	\$20,125,000	Committed
Other Funds (e.g. State, Federal, Local, Grants, Private, Loans)			
Local (County)	County	\$1,500,000	Committed
Total Other:			
TOTAL PROJECT FUNDING (must match 2.11 Total Project Costs)		\$ \$21,625,000	

CONTINGENCIES

- 2.14** Are there contingencies that could change your answers to any of the questions above? If so, please briefly explain. For example: Project description, site control, scope of work, financing, etc.

No

SECTION 3. COST REIMBURSEMENT PROJECTIONS INFORMATION

PROJECTIONS

3.0 Please estimate how much of your award you plan to request during the upcoming quarters. This information is used for program budgeting purposes only and **is not binding**.

Fiscal Year 2023

July 1 - September 30, 2022	
October 1 - December 31, 2022	
January 1 - March 31, 2023	
April 1 - June 30, 2023	\$1,000,000
Total	\$1,000,000

Fiscal Year 2024

July 1 - September 30, 2023	\$2,500,000
October 1 - December 31, 2023	\$2,500,000
January 1 - March 31, 2024	\$2,500,000
April 1 - June 30, 2024	\$2,500,000
Total	\$10,000,000

Fiscal Year 2025

July 1 - September 30, 2024	\$2,500,000
October 1 - December 31, 2024	\$2,500,000
January 1 - March 31, 2025	\$2,500,000
April 1 - June 30, 2025	\$1,625,000
Total	\$9,125,000

Fiscal Year 2026

July 1 - September 30, 2025	
October 1 - December 31, 2025	
January 1 - March 31, 2026	
April 1 - June 30, 2026	
Total	

SECTION 4. LEED INFORMATION

LEED Certification Declaration, 2021-2023 Capital Budget Grant Programs

- 4.0 Directions:** All recipients of state Capital Budget grants are required to fill out this form. Please type your responses in the electronic version of this form, and then have it signed by both your architect (if applicable) and the person who is authorized to sign contracts for your organization.

Is your project an exempt facility type?

- 4.1** Does your project only involve a land acquisition and does not include any construction, or renovation of a building or facility?

☐ YES ☒ NO

If Yes, you are exempt and sign the certification on the last page.

- 4.2** If your project is a new construction, is it less than 5,000 gross square feet of occupied or conditioned space³?

☒ YES ☐ NO

If Yes, what is the square footage?

1,874

- 4.3** If your project is a renovation, is it less than 50 percent of the facility's assessed value⁴, **and** less than 5,000 gross square feet of occupied or conditioned space?

☐ YES ☐ NO

If Yes, what is the square footage?

If Yes, what is the

renovation total budget? \$

What is the facility's

assessed value? \$

- 4.2** Is your facility a transmitter building, pumping station, hospital, or research facility⁵?
Is it a similar building type? If Yes, describe below.

☐ YES ☒ NO

☐ YES ☒ NO

Small, portable office and storage building at the WWTP.

You are exempt if you answered Yes to ANY questions above.

³ Gross square feet as defined by the Washington State Energy Code.

⁴ Assessed value includes the building and land.

⁵ Primarily used for sponsored laboratory experimentation, laboratory research, or laboratory training in research methods.

SECTION 5. MISCELLANEOUS INFORMATION

Risk Assessment

5.0 Mark an "X" in the orange box that corresponds to your organization's answer to the question.

Local Government's experience administering federal funds. *Please mark only one answer.*

0 -1 year

1 - 2 years

3+ years

X

Do you have an accounting system that is capable of recording revenues and expenditures for each funding source/award by required budget categories? *Please mark only one answer.*

Yes

X

No

Do you have written accounting policies and procedures? *Please mark only one answer.*

Yes

X

No

Have you received a single audit finding in the last 3 years? *Please mark only one answer.*

Yes

X

No

Have you sub-contracted any federal funds to a sub-recipient, for this contract? *Please mark only one answer.*

Yes

No

X

If yes to the above question, how much funding has been sub-contracted to a sub-recipient? *Please mark only one answer.*

>\$1,000,000

\$1,000,001 - \$2,000,000

\$2,000,001 - \$5,000,000

\$5,000,001 - \$10,000,000

\$10,000,001+

What forms of ARPA technical assistance have you received from the Department of Commerce or U.S. Treasury? *Select all that apply.*

None

Email Correspondence

X

1 on 1 meeting

Small Group meeting

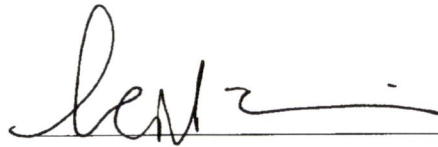
US Treasury Webinar

GRANTEE CERTIFICATION

The Grantee certifies that:

- The information and financial data provided in this document are true and correct to the best of their belief and knowledge and it is understood that Commerce staff may independently verify information, and that the discovery of incomplete, false, and/or misleading information is grounds for withholding awarded funds or termination of grant contract;
- Records supporting the information provided in this document are on file and will be made available by the Grantee upon request;
- There are no outstanding liens against this project;
- There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described project;
- The Grantee, certify that all of the information provided in this LEED Certification Declaration is accurate and complete to the best of their knowledge. The Grantee understands that The Department of Commerce staff may independently verify information provided, and that the discovery of incomplete, false, and/or misleading information is grounds for withholding awarded funds; and
- The Grantee intends to enter into a grant contract with the Department of Commerce, provided that the terms and conditions for a Department of Commerce grant are satisfactory to both parties.

Signed:



Name:

Heidi Eisenhour

Title:

Chair, Jefferson County Board of Commissioners

Phone Number:

(360) 385-9100

Date:

12/19/22

JEFFERSON COUNTY, WA

STANDARDS OF CONDUCT

PURPOSE

The purpose of the Standards of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR § 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

Standards of Conduct applies to all elected officials, employees or agents of Jefferson County engaged in the selection, award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No elected official, employee or agent of Jefferson County shall participate in the selection, award or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, elected official, or agent;
- any member of his/her immediate family;
- his/her partner; or
- an organization which employs, or is about to employ any of the above, has a financial or other interest in or tangible personal benefit from, the firm considered for contract.

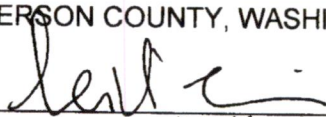
The Jefferson County elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.

REMEDIES

To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against Jefferson County elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents.

JEFFERSON COUNTY, WASHINGTON

Chair


Heidi Eisenhower

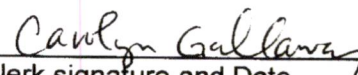
Member


Greg Brotherton

Member


Kate Dean

ATTEST

 12/19/22
Clerk signature and Date

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

**SIGN
HERE**



Jefferson County, Washington

12/19/22

Recipient

Date

Signature of Authorized Official

Heidi Eisenhower, Chair

PAPERWORK REDUCTION ACT NOTICE

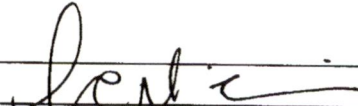
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☒ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier _____, if known: Jefferson County 1820 Jefferson Street Port Townsend, WA 98368 Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Washington State Department of Commerce PO Box 42525 Olympia, WA 98504 Congressional District, if known: 6th		
6. Federal Department/Agency: US Department of Treasury			7. Federal Program Name/Description: American Rescue Plan Act of 2021 CFDA Number, if applicable: 21.027		
8. Federal Action Number, if known: SLRFP0002			9. Award Amount, if known: \$ 20,125,000		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): See 4. above.			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Heidi Eisenhour Title: Chair, Jefferson County Board of Commissioners Telephone No.: (360) 385-9100 Date: 12/19/22		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: December 19, 2022

Subject: Approval of Documents for the Obligation of ARPA SLFR Funds
Port Hadlock Sewer Project

Statement of Issue: The attached forms and Agreement are required to obligate funding through the Washington State Department of Commerce for the Port Hadlock Sewer Project. Documents to sign include the following:

- Washington State Department of Commerce Capital Agreement
- ARPA SLRF Contract Readiness Survey
- Standards of Conduct
- Assurances of Compliance with Civil Rights Requirements
- Disclosure of Lobbying Activities

Analysis/Strategic Goals/Pro's & Con's: Jefferson County was awarded \$20,125,000 for the Port Hadlock Wastewater project by the Washington State Legislature. Funds are derived from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the federal American Rescue Plan Act (ARPA). These funds will be used to construct a membrane bioreactor (MBR) wastewater treatment plant, beneficial reclaimed wastewater re-use facility (infiltration pond), and approximately 6,000 linear feet of 2-inch to 6-inch low pressure sewer collection and conveyance lines. Construction of this project will begin in mid-2023.

Fiscal Impact/Cost Benefit Analysis: These funds require no match; however, Jefferson County is using approximately \$1.5 million of its own ARPA funds to pay for construction management and engineering.

Recommendation: Public Works recommends that the Board sign three (3) originals of the attached Agreement and forms and return to Public Works for further processing.

Department Contact: Monte Reinders, Public Works Director x242.

Reviewed By:

Mark McCauley, County Administrator

Date

Reviewed By:


Mark McCauley, County Administrator

12/15/22
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: WA State Department of Commerce

Contract No: PW 2022-107

Contract For: Port Hadlock Sewer

Term: December 31, 2024

COUNTY DEPARTMENT: Public Works

Contact Person: Monte Reinders

Contact Phone: 360.385.9242

Contact email: mreinders@co.jefferson.wa.us

AMOUNT: \$20,125,000

Revenue: \$20,125,000

Expenditure: \$21,625,000

Matching Funds Required: \$1,500,000

Sources(s) of Matching Funds County ARPA

Fund # 405

Munis Org/Obj

PROCESS:

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

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

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: ☒

Signature

Date

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

✓ Electronically approved by Risk Management on 12/13/2022.

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

✓ Electronically approved as to form by PAO on 12/13/2022.
(1) State language - cannot change.
(2) Next time, please add a signature line for the PAO per County policy.

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