



Agenda
Benton County Emergency Services Executive Board
Thursday, April 24, 2025 ~ 7:30 AM
Richland City Hall ~ Council Chambers
625 Swift Boulevard

Benton County Emergency Services (BCES) Executive Board Meeting

Call to Order

Attendance

Approval of Agenda (Approved by Motion) All voting members.

Public Comments: Public comments will be limited to 2 minutes per speaker.

Consent Calendar: Items on the Consent Calendar have been distributed to Benton County Emergency Services Executive Board members in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Board with no discussion. Board members may transfer individual Items of Business for deliberation before voting. All voting members.

1. Approval of the DRAFT March 27, 2025 Benton County Emergency Services Regular Board Meeting Minutes
 - Jon Amundson, City Manager

Director's Report:

2. Manager's Report
 - Jay Atwood, BCES Executive Director

Items of Business:

Benton County Emergency Services (BCES) (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each. Benton County Fire District; Cities of Benton City, Prosser and West Richland - 1 vote each.

Benton County Emergency Management (BCEM) (Approved by Motion): Voting Members: Cities of Kennewick and Richland; Benton County - 2 votes each. Cities of West Richland, Prosser and Benton City - 1 vote each.

3. Energy Facility Site Evaluation Council (EFSEC) Contract E25-044 Amendment I - Approval
 - Jay Atwood, BCES Executive Director
4. Carry-over of Grant Funds from Year Ending 2024 - Approval
 - Jay Atwood, BCES Executive Director

Southeast Communications Center (SECOMM) (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each. Cities of Prosser and West Richland; Benton County Fire Districts - 1 vote each.

800MHz System (Approved by Motion): Voting Members: Cities of Kennewick, Pasco and Richland; Benton and Franklin County - 2 votes each.

Benton County Microwave System (Approved by Motion): Voting Members: Cities of Kennewick, Pasco, and

Richland; and Benton and Franklin Counties - 2 votes each.

5. Department of Commerce Grant 25-96647-052 - Approval
 - Jay Atwood, BCES Executive Director

Strategic Advisory Team (SAT):

BCES/BiPIN Consolidation:

Discussion Items:

6. Independence Task Force Update

Adjournment

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 4/24/2025

Agenda Category: Consent Calendar:

Prepared By: Jon Amundson, City Manager

Subject:

Approval of the DRAFT March 27, 2025 Benton County Emergency Services Regular Board Meeting Minutes

Recommended Motion:

Summary:

DRAFT minutes from the March 27th, 2025 Benton County Emergency Services Executive Board Regular Meeting are presented for the Board's consideration and approval.

Fiscal Impact:

Attachments:

- I. 042425 March 27, 2025 DRAFT BCES Meeting Minutes



MINUTES – March 27, 2025 - 7:30 AM
BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD
REGULAR MEETING
Richland City Council Chambers ~ 625 Swift Blvd
Richland, WA 99352

Call to Order

The meeting was called to order at 7:30 a.m. by Richland Assistant City Manager Drew Florence

Attendance

Members

Beau Beckley *(In for Stephen Bauman)*

Matt Rasmussen *(In for Michael Alvarez)*

Erin Erdman

Drew Florence *(In for Jon Amundson)*

Rachel Shaw *(Remote)*

Brent Gerry

Franklin County (2 Votes)

Benton County (2 Votes)

City of Kennewick (2 Votes)

City of Richland (2 Votes)

City of Prosser (1 Vote)

City of West Richland (1 Vote)

Absent

Michael Alvarez

Stephen Bauman

Kevin Crowley

Jon Amundson

Bill Reed

Paul Carlyle

Benton County (2 Votes)

Franklin County (2 Votes)

City of Pasco (2 Votes)

City of Richland (2 Votes)

City of Benton City (1 Vote)

Benton County Fire Districts (1 Vote)

Also Present: BCES Executive Director Jay Atwood; SECOMM Manager Kim Lettrick; BCES IS Administrator Doug deGraaf; Emergency Management Manager Deanna Davis; Accounting Specialist Jordan George; Administrative Assistant/Board Secretary Carole Cimrhakl

Other Attendees: Franklin County Interim County Administrator Brian Dandel (in for Steven Bauman/Arrived after rollcall, assumed board position from Beau Beckley); Franklin County IS Assistant Director Michael Namchek; Franklin County Sheriff Commander Monte Huber; Benton County Sheriff Commander Mat Clarke; Kennewick IT Director Cody Lewis; Kennewick Assistant IT Manager Tracy Troutman; Kennewick BiPIN Software Analyst II Travis Amundson; Richland Police Chief Martin Pilcher

Approval of Agenda

BRENT GERRY MOVED AND ERIN ERDMAN SECONDED THE MOTION TO APPROVE THE AGENDA AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 10-0.

Public Comments

There were no public comments.

Approval of the Consent Calendar

1. Approval of the DRAFT February 27, 2025, Benton County Emergency Services Executive Board regular meeting minutes – Drew Florence

MATT RASMUSSEN MOVED AND BRENT GERRY SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 10-0.

Director's Report

2. Manager's Report – Jay Atwood

Staffing

Seven (7) candidates are on the eligibility list, an additional seven (7) applicants are in pre-certification steps. Fourteen (14) vacancies remain in SECOMM. Efforts to further streamline the hiring process are being explored in hopes that fewer candidates will drop out of the process due to the length of time it takes to get them on board. Streamlining the process is estimated to save 3-4 weeks. Recruitment efforts will ramp up with advertisements on Indeed and online with the possibility of running another radio campaign.

Management continues to explore various options to assist dispatch. The MACC (Multi-Agency Communications Center) in Moses Lake was visited to see their AI (Artificial Intelligence) non-emergency answering service which was found to be impressive. Benton County and Kennewick have implemented online reporting. Currently, 60% of calls answered are non-emergency. The state is also pushing out a huge recruitment effort that will include social, traditional, and online media. Internal "All-Hands" meetings have been scheduled to discuss expectations and check in with staff.

BCES Information Systems

BCES Information Systems Administrator Doug deGraaf's last day will be April 11, taking twenty (20) years of knowledge with him and leaving behind a huge void. Executive Director Jay Atwood credits him for getting the agency to where it is today with multiple project accomplishments. Interviews are currently underway to fill his position. Blayne Smith, Richland's IT Operations and Services Supervisor, has been "loaned" to BCES to help in the interim. Richland Electronics & Instrument Technician Rob Ramsey has also been designated to assist with the radio system project. Service contracts are in place with Adcomm and Hexagon and Jay is working with Motorola on potential, additional support services to bridge gaps.

Microwave

The project is moving along nicely with Motorola and MNI (Microwave Networks Inc.) doing a great job getting things set up.

A link between Jump Off Joe and Kahlotus went down. One (1) of the dishes was found, dangling from the tower. Michael Namchek (Franklin County IS Assistant Director), Doug deGraaf and the rest of the microwave team were able to use some of the new equipment, along with existing equipment to get the link back up.

Radio System

The project kicked-off on March 19 with the entire project estimated to wrap up towards the end of 2027 (for full system testing and final acceptance). We're hoping to have most users migrated by the end of 2026.

Jay attended a fire chief's meeting in North Franklin County to help update the mostly volunteer agencies with installation plans and what they might look like, system coverage expectations, and to answer other operational questions they might have. Doug, the Motorola team, Michael Namchek and the Franklin County team were also present. It was well received.

Last month, the Board approved the replacement of Prosser Butte's damaged equipment. It will go before the Richland City Council on April 1. Richland Assistant City Manager Drew Florence noted the insurance check has already been received. Fifty thousand dollars (\$50,000) was confirmed as the deductible BCES is responsible for.

Items of Business

Benton County Emergency Services (BCES)

3. Carry-over of Grant and Project Funds from Year Ending 2024 – Approval

The carry-overs are funds not yet expended for previously approved projects.

The SECOMM 2025 adopted budget will be increased by \$106,584.

The BCEM 2025 adopted budget will be increased by \$624,694.

The Microwave 2025 adopted budget will be increased by \$4,867,321.

MATT RASMUSSEN MOVED AND ERIN ERDMAN SECONDED THE MOTION TO APPROVE THE CARRY-OVER OF EXISTING BENTON COUNTY EMERGENCY SERVICES GRANT AND PROJECT FUNDS TO INCREASE THE 2025 APPROVED BCES BUDGETS AND AUTHORIZE STAFF TO MAKE THE NECESSARY BUDGET ADJUSTMENTS. ALL WERE IN FAVOR. MOTION CARRIED 10-0.

Benton County Emergency Management (BCEM)

None

Southeast Communications Center (SECOMM)

4. E911 Equipment Contract E25-351 – Approval

The E911 Equipment Contract provides \$98,335 for costs related to the previously approved Lumen Next Generation phone system firewalls. The state grant covers 90% of this project with the additional 10% required match to come from E911 reserves.

ERIN ERDMAN MOVED AND BRENT GERRY SECONDED THE MOTION TO APPROVE E911 EQUIPMENT CONTRACT E25-351 IN THE AMOUNT OF \$98,335

AND AUTHORIZE STAFF TO MAKE THE NECESSARY BUDGET ADJUSTMENTS UPON CONTRACT ADOPTION BY THE COMMISSIONERS OF BENTON COUNTY. ALL WERE IN FAVOR. MOTION CARRIED 10-0.

800MHz System

5. Radio Expansion Project Pre-Installation Vehicle Survey – Approval

To effectively understand the scope of the project and the associated costs for installation, a survey of all impacted response apparatus will need to be conducted to correctly identify necessary parts, cables, connectors, or any other special considerations. This will ensure installation will be complete, accurate, and timely.

MATT RASMUSSEN MOVED AND ERIN ERDMAN SECONDED THE MOTION TO APPROVE THE DAY WIRELESS CONTRACT FOR THE RADIO EXPANSION PROJECT PRE-INSTALLATION VEHICLE SURVEY IN THE AMOUNT OF \$79,462.09 USING 800MHz FUND BALANCE AND AUTHORIZE STAFF TO MAKE THE NECESSARY BUDGET ADJUSTMENTS. ALL WERE IN FAVOR. MOTION CARRIED 8-0.

Benton County Microwave System

None

Strategic Advisory Team (SAT)

No significant updates. The SAT was updated on BCES projects that are currently underway, staffing, and how IT will be supported moving forward.

BCES/BiPIN Consolidation

None

Discussion Items

6. Independence Task Force - Update

The last meeting was held March 12. Discussion was focused on the fee model and what it would look like relative to the SECOMM budget. The team is looking at several different options using events, cases, and/or staff time with the goal of arriving at a consensus. The team is still moving forward with an event-based model for assessments (number of events x a specific rate) in addition to separating users from owners (owners should benefit from a discounted rate as they bare the capital costs and risks) and separating again between law and fire. With a new methodology for funding, some agencies will face a greater impact on their assessments while others benefit, some of them greatly. A ramped approach is being explored for this reason.

A workshop for the Board is planned and will show different funding models for the SECOMM portion of the budget, what a first-year operating budget might look like and an overall budget that includes potential staff changes and costs related to the use of the radio system.

A separate workshop is scheduled for March 31st to discuss Emergency Management and how it would work into the project. The next task force meeting is scheduled for May 5.

Jay will invite SCGI (Stuart Consulting Group Inc.) to attend the regular April 24th Executive Board meeting.

Adjournment

The meeting adjourned at 8:07 a.m.

APPROVED:

ATTEST:

Jon Amundson, BCES Executive Board Chair

Carole Cimrhakl, BCES Board Secretary

Date Approved: _____

Date Published: _____



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 4/24/2025

Agenda Category: Director's Report

Prepared By: Jay Atwood, BCES Executive Director

Subject:
Manager's Report

Recommended Motion:

Summary:
Monthly updates from Benton County Emergency Services Management.

Fiscal Impact:

Attachments:

1. 042425 Management Report
2. 042425 Planned Installation Schedule as of 4-17-25



BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD MANAGER'S REPORT – Thursday, April 24, 2025

Microwave Project Update – Jay Atwood

Attached is the update project schedule for the microwave project. Both MNI (Microwave Networks, Inc.) and Elite (the company who is installing the antennas) are out of market as of today. MNI will return Tuesday next week, April 22nd. Elite is scheduled to return the following Tuesday, April 29th.

The DC (Direct Current power) team is in town and has delivered equipment to all Franklin Sites. They are expected to complete the install of Five (5) DC systems by the end of this month.

Benton County Microwave is on track and expected to be completed by the end of May. MPLS (Multiprotocol Label Switching) installation/migration to take place in June.

The Franklin County installation is expected to start in June and complete mid-August. MNI may start radio installs as early as next week as they wait for the tower team to complete antenna installation at the Benton sites.

Overall, we are satisfied with the progress so far and both teams are doing an excellent job with their installations.

Progress Report, As of 4/17/25

SITES	Joe Butte	Umatilla	Golgotha	Sillusi	Badger	Prosser	Rattlesnake	Red Mtn	BCES
Radio Install	85%	100%	95%	100%	98%	100%	85%	75%	
Antenna System Install	100%	100%	100%	100%	0%	0%	0%	0%	
Alignment	0%	U-J 100% U-G 0%	0%	0%	0%	0%	0%	0%	
Testing	0%	0%	0%	0%	0%	0%	0%	0%	

Tower Team Install Schedule, As of 4/17/25

SITES	Joe Butte	Umatilla	Golgotha	Sillusi	Badger	Prosser	Rattlesnake	Red Mtn	BCES
Week of	Complete	Complete	Complete	Complete	4/28/2025	5/5/2025	5/12/2025	5/19/2025	5/26/2025

Notes:

The schedule estimates one link per week. We will adjust as the installation progresses.

- Week of 4/14: Installation team will leave market on 4/17 (Thurs) return to work on 4/29 (Tues).
- Week of 5/12: Installation team will leave market on 5/15 (Thurs) and return to site on 5/21 (Wed).

DC Team Install Schedule, As of 4/17/25

SITES	Joe Butte	Connell	Starbuck	Courthouse	Kahlotus	Courthouse	Connell		
Week of	Complete	4/17-4/18	4/21-4/22	4/23 & 4/25	4/24/2025	4/28/2025	4/29/2025		

Scheduled Site Outage



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 4/24/2025

Agenda Category: Benton County Emergency Management (BCEM) (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:

Energy Facility Site Evaluation Council (EFSEC) Contract E25-044 Amendment I - Approval

Recommended Motion:

Approve for signature Amendment I to EFSEC Contract E25-044 to increase the Goods and Services line item by \$18,197 and authorize staff to make the necessary budget adjustments.

Summary:

The amendment is the result of a gap funding request by Benton County Emergency Management in the amount of \$18,197 for the pre-approved purchase of ten (10) UltraRadiac Plus dosimeters.

The initial EFSEC Contract E25-044 award was \$390,641. Of this amount, \$108,877 was designated for Goods and Services. A total of \$18,197 will be added to the Goods and Services line item for a total of \$127,074.

Fiscal Impact:

The total contract award will be increased by \$18,197 for a total grant award of \$408,838. The contract end date of June 30, 2025 remains unchanged. There is no fiscal impact to the user agencies.

Attachments:

I. 042425 EFSEC Contract E25-044 Amendment I

**Washington State Military Department
AMENDMENT**

1. SUB-GRANTEE NAME/ADDRESS: Benton, County of dba Emergency Management Division 651 Truman Avenue Richland, WA 99352		2. GRANT AGREEMENT NUMBER: E25-044	3. AMENDMENT NUMBER: 1
4. SUB-GRANTEE CONTACT, NAME/PHONE/EMAIL: Deanna Davis (509) 628-8092 d.davis@bces.wa.gov		5. DEPARTMENT CONTACT, NAME/PHONE/EMAIL: Mary Napoli, (253) 512-7225 mary.napoli@mil.wa.gov	
6. TIN or SSN: 91-6015119	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: NA	8. FUNDING SOURCE NAME/AGREEMENT #: EMD – CGS – EP (2024-25)	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and the Energy Facility Site Evaluation Council (EFSEC)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The County has requested gap funding for ten UltraRadiac Plus dosimeters. EFSEC has approved this request.			
11. AMENDMENT TERMS AND CONDITIONS: 1. Contract end date of June 30, 2025 remains unchanged 2. Change Contract budget amount, as described on Page 2 of this Amendment. 3. Change Budget Sheet, Exhibit D, as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the “contract” shall mean “contract as amended”. The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last written below:			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
SignatureDate Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dawn Cortez (signature on file) 01/02/20 Assistant Attorney General		SignatureDate Deanna Davis, EM Manager Benton County EMD	

**Washington State Military Department
Amendment to Contract E25-044**

1. Change the overall contract amount from \$390,641 to \$408,838; an increase of \$18,197.
2. Change Contract Budget Sheet, Exhibit D.
 - a. **Change** the original Budget Sheet, Exhibit D, with the attached Revision 1 Budget Sheet, Exhibit D.
 - i. Gray highlight shows the budget reallocation and increases.

REVISION 1 BUDGET SHEET
Energy Facility Site Evaluation Council (EFSEC)

Contract expenditures shall be documented according to the following categories when appropriate:

CATEGORY	EXISTING BUDGET	BUDGET REALLOCATION	NEW REVISED BUDGET
A. Salaries and Wages	\$ 184,235	\$ 0	\$ 184,235
B. Benefits	\$ 92,279	\$ 0	\$ 92,279
C. Personal Contracts	\$ 0	\$ 0	\$ 0
E. Goods and Services	\$ 108,877	\$ 18,197	\$ 127,074
G. Travel	\$ 5,250	\$ 0	\$ 5,250
J. Capital Outlay	\$ 0	\$ 0	\$ 0
T. Indirect	\$ 0	\$ 0	\$ 0
TOTAL	\$ 390,641	\$ 18,197	\$ 408,838

- Up to 10 percent (+/-) of any single budget category amount may be shifted between approved budget objects.
- Final signed invoice voucher (A-19) to be submitted with final performance report and deliverables. A-19's not to exceed the total amount of contract award.

NOTE: Maintain expenditures within the listed budget categories.



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 4/24/2025

Agenda Category: Benton County Emergency Management (BCEM) (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:

Carry-over of Grant Funds from Year Ending 2024 - Approval

Recommended Motion:

Approve the carry-over of existing Benton County Emergency Services grant funds to increase the 2025 approved BCES budget and authorize staff to make the necessary budget adjustments.

Summary:

Although the grant was approved by the Board at the initial time of acceptance, there is the need for the Board to authorize the increase in appropriations for 2025 to allow the carry-over of these funds.

The \$2,570 was not included in the carry-over amount approved in March. This correction will allow us to carry over the correct amount of unexpended funds for the Homeland Security grant.

It is recommended the BCES Executive Board approve the carry-over of grant funds and increase the 2025 approved budget.

Fiscal Impact:

The 2025 BCEM adopted budget will be increased by \$2,570. Of this amount, \$2,570 is a grant carry-over for Homeland Security.

Attachments:

- I. 042425 EM Grant Carry-Over

Benton County Emergency Services 2025 BUDGET

Grant Carry Over and Increase of Budgets - All Funds

For the Fiscal Year 2025

Funds		Grant Carryover	Total Carry-Over by Fund
Emergency Management - Fund 643			\$ 2,570
Homeland Security (SHSP) Grants		2,570	
Total Appropriations		\$ 2,570	\$ 2,570



BENTON COUNTY EMERGENCY SERVICES AGENDA ITEM COVERSHEET

Meeting Date: 4/24/2025

Agenda Category: Benton County Microwave System (Approved by Motion)

Prepared By: Jay Atwood, BCES Executive Director

Subject:
Department of Commerce Grant 25-96647-052 - Approval

Recommended Motion:
Approve Department of Commerce Grant 25-96647-052 in the amount of \$227,950 to increase the Microwave Goods and Services capital line item and authorize staff to make the necessary budget adjustments.

Summary:
Funds awarded under this grant will be used by Benton County Emergency Services for capital expenditures to replace the existing telecommunication system with a modernized Ethernet Microwave Solution for the Microwave/MPLS Replacement Project.

The project will include, but is not limited to, the purchase and installation of an upgraded Ethernet-based microwave network and transport system. This will benefit the public by enhancing public safety and ensuring reliable communications in Benton and Franklin Counties for the next twenty years.

Fiscal Impact:
The total grant award is \$227,950. The contract end date is June 30, 2027. This grant award will reduce each Big 5 agencies' assessment for the Microwave/MPLS Replacement Project by \$45,590.

Attachments:
I. 042425 Dept. of Commerce Grant 25-96647-052



Grant to

Benton County Emergency Services

through

The 2025 Local Community Projects Program

For

Emergency Communications Radio Microwave

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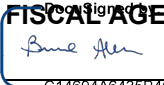
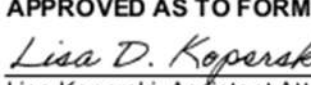
ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND
ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS 33

FACE SHEET

Grant Agreement Number: 25-96647-052

Project Name: Emergency Communications Radio Microwave

**Washington State Department of Commerce
Local Government Division
Local Community Projects**

1. GRANTEE Benton County Emergency Services 651 Truman Avenue Richland, Washington 99352		2. FISCAL AGENT Brandon Allen, City of Richland Financial Manager (509) 942-7380 ballen@ci.richland.wa.us		625 Swift Boulevard MS #36 Richland, WA 99352			
3. GRANTEE Representative Jon Amundson, City Manager/BCES Chair (509) 942-7380 jamundson@ci.richland.wa.us		625 Swift Boulevard MS #36 Richland, WA 99352		4. COMMERCE Representative Lena Moore Program Manager (360) 764-0632 lena.moore@commerce.wa.gov		PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$227,950.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ ☐ N/A: ☐		7. Start Date Upon Final Signature		8. End Date June 30, 2025, if funds are not reappropriated; June 30, 2027, contingent on reappropriation.		
9. Federal Funds (as applicable) N/A		Federal Agency N/A		CFDA Number N/A			
10. Tax ID # N/A	11. SWV # SWV0000350-13		12. UBI # 601172554		13. UEI # N/A		
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for the Emergency Communications Radio Microwave project as described in Attachment A – Scope of Work.							
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).							
FOR GRANTEE  88FA8D98370498... Signature Jon Amundson, City Manager Print Name City Manager Title 4/9/2025 2:46 PM PDT Date			FOR COMMERCE DocuSigned by:  80312804260C458... Mark K. Barkley, Assistant Director Local Government Division 4/14/2025 11:19 AM PDT Date				
FISCAL AGENT  C14692A6435B4C9... Signature Brandon Allen Print Name Finance Director Title 4/14/2025 10:37 AM PDT Date			APPROVED AS TO FORM  Lisa Koperski, Assistant Attorney General April 1, 2025 Date				

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between Benton County Emergency Services, a Local Government (GRANTEE), and its fiscal agent City of Richland, a Publicly Owned organization (FISCAL AGENT), and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2024, Chapter 375, Section 1018 made an appropriation to support the 2025 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, Benton County Emergency Services and City of Richland have separately entered into an agreement in which City of Richland agreed to act as the FISCAL AGENT for Benton County Emergency Services in administering financial and administrative duties on behalf of Benton County Emergency Services for the Project. It is the intent of the parties that Benton County Emergency Services be responsible for performing this Grant Agreement, although the City of Richland may have some performance obligations pursuant to its agreement with Benton County Emergency Services; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. 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 Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$227,950.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i. Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii. Cash dedicated to the Project.

- iii. Funds available through a letter of credit or other binding loan commitment(s).
 - iv. Pledges from foundations or corporations.
 - v. Pledges from individual donors.
 - vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii. In-kind contributions, subject to COMMERCE'S approval.
- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. **STATE PUBLIC WORKS**

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. **SITE CONTROL**

GRANTEE who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEE must provide written evidence of continuing site control as may be requested by COMMERCE. Additionally, GRANTEE has indicated to COMMERCE that GRANTEE has site control for space on the respective cell towers as follows:

- i. Badger Mountain site, owned by Frontier Communications Northwest Inc. a Washington Corporation. GRANTEE has executed a Communications Site License Agreement with Benton County Emergency Services, dated May 31, 2018, that permits GRANTEE to install, maintain, and operate a communications facility consisting of an antenna tower on the site. The term of this agreement lasts until June 30, 2027, and the agreement shall have the ability to renew for at least a 10-year period.
- ii. Golgotha-McBride site, owned by McBride Herford Ranches, Inc., a Washington Corporation. GRANTEE has executed a Radio Site Agreement with Benton County Emergency Services, dated December 19, 2008, that permits GRANTEE to install, construct, reconstruct, maintain, and operate the Site communications facility. The term of this agreement lasts until December 19, 2028, and the agreement shall have the ability to renew for at least a 10-year period.
- iii. Jump Off Joe Butte, Umatilla Ridge, and Prosser Butte sites, owned by Public Utility District No. 1 of Benton County, a Public Utility District. GRANTEE has executed a lease agreement with Benton County Emergency Services, dated October 13, 1997, that permits the GRANTEE space for equipment racks, space on the tower for antennas, and to install and maintain communication fixed transmitters on the site. The term of this agreement shall

be effective as of October 13, 1997, and shall continue until further notice, and the agreement shall automatically have the ability to renew for at least a 10-year period.

- iv. Rattlesnake Mountain site, owned by Public Utility District No. 1 of Benton County, a Public Utility District. GRANTEE has executed a Communications Site Subtenant Co-Location Agreement with Benton County Emergency Services, dated July 22, 2010, that permits the GRANTEE to utilize certain portions of Energy Northwest leased property on Rattlesnake Mountain consisting of a building and telecommunication tower on the site. The term of this agreement lasts until January 1, 2052.
- v. Red Mountain site, owned by Gary B. Heaton. GRANTEE has executed a Ground Lease Agreement with the City of Richland, dated November 15, 2023, that permits the GRANTEE to construct, operate, modify as necessary and maintain a telecommunication tower facility, an access road, one or more anchors, connections, devices, and equipment for the transmission, encryption, and translation of voice and data signals reception on the site. The term of this agreement lasts until November 15, 3023.
- vi. Sillusi Radio site, owned by Farmland Reserve, Inc., a Utah nonprofit Corporation. GRANTEE has executed a lease agreement with Benton County Emergency Services, dated February 13, 2009, that permits the GRANTEE to construct, maintain, and operate public safety communications facilities, including radio and other communication transmitting and receiving antennas and other improvements relating thereto the Communications Facilities on the site. The term of this agreement lasts until December 31, 2028, and the agreement shall have the ability to renew for at least a 10-year period.

6. **DOCUMENTATION AND SECURITY**

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 10 years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:
 - i. the facility improved or acquired with grant funds; or
 - ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

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

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement 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. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures Unless authorized by the Washington State Legislature, only those Project costs incurred after the date of execution, may be reimbursed. Reimbursable cost are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.

E. Other costs authorized through the legislation.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE 100% of each invoice 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 – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

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. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington 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 subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

- a. 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 or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- b. Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- 1. Loss or damage by fire and such other risks;
- 2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- 3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with 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, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. 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 where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
 - iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of

such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

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

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, 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.

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

12. ORDER OF PRECEDENCE

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

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability
- 11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE 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.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. 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.

16. 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 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 the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, 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 pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are 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 the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- 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 pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of

Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A.** Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.
- B.** The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D.** Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

A. Taxpayers of Washington State as participant in funding Project

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

B. Ensure coordinated Climate Commitment Act branding.

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i.** Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "The is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
- ii.** Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a.** any Project website or webpage that includes logos from other funding partners; and/or
 - b.** any Project media or public information materials that include logos from other funding partners; and/or
 - c.** On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

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

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

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

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. 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 Agreement.

22. 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.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, 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. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "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.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

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

6. AMENDMENTS

This Grant Agreement 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. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

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

8. ASSIGNMENT

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

9. ATTORNEYS' FEES

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

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

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:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

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 Agreement 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 GRANTEE 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 related state or federal laws. 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 Agreement 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 5 working days of GRANTEE's discovery 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 Grant Agreement 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, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually 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 Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement 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 Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement 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 that 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, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE 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 Agreement, 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 Agreement. 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 Agreement. 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 subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, 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:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 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 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 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 Agreement 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

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or

agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought 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, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

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

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement 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 associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (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 Agreement 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 and 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 Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

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

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall 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 Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. 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; and/or
 - 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; and/or
 - 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 Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a 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.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, 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 RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement 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 Agreement **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 Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement 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 Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, 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 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 AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

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 Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement 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 Grant Agreement.

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. 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 Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

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

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, 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 Grant Agreement 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 Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, 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 Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (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 Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

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

46. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement 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 Grant Agreement. 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 Grant Agreement.

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

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) 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 subgrants/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 subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/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;
- 5) 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 Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) 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 Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

47. 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 Grant Agreement, 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 Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, 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 Grant Agreement.
- 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 Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

48. WAIVER

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

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used by Benton County Emergency Services for capital expenditures to replace an existing telecommunication system with a modernized ethernet microwave solution for the Emergency Communications Radio Microwave project (Project) located at 651 Truman Ave, Richland, WA (Property).

This Project will include, but not be limited to, the purchase and installation of an upgraded ethernet-based microwave network and transport system on the Property that incorporates line-of-sight wireless communication technology, high-frequency radio wave systems, and high-speed wireless connectivity between mountaintop tower sites.

This Project will serve as a benefit to the public by enhancing public safety and ensuring reliable communication for first responders like police, fire, EMS, and public works agencies in Benton and Franklin Counties for the next twenty years.

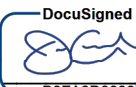
This Project is estimated to be completed by December 2025.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by COMMERCE to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

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

DocuSigned by:



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GRANTEE

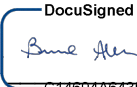
City Manager

TITLE

4/9/2025 | 2:46 PM PDT

DATE

DocuSigned by:



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FISCAL AGENT

Finance Director

TITLE

4/14/2025 | 10:37 AM PDT

DATE

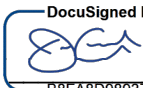
ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Acquisition	0
Architecture & Engineering	0
Construction (Installation)	\$1,921,515.00
Capitalized Equipment	\$4,483,535.00
Total Project Budget	\$6,405,050.00

CERTIFICATION PERFORMANCE MEASURE

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

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GRANTEE

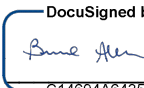
City Manager

TITLE

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DATE

DocuSigned by:



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FISCAL AGENT

Finance Director

TITLE

4/14/2025 | 10:37 AM PDT

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Fund Sources	Amount	
FY 2023 Congressional Funds (Federal)	\$2,000,000.00	
Local Government Agencies (Agency Reserves)	\$4,177,100.00	
Total Non-State Funds	\$6,177,100.00	
State Funds	Amount	
State Capital Budget	\$227,950.00	
Total Non-State and State Sources	\$6,405,050.00	
Holdback:	0%	\$0.00

CERTIFICATION PERFORMANCE MEASURE

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.

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GRANTEE

City Manager

TITLE

4/9/2025 | 2:46 PM PDT

DATE

DocuSigned by:



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FISCAL AGENT

Finance Director

TITLE

4/14/2025 | 10:37 AM PDT

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, 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 RCW 39.12 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.

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

DocuSigned by:



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GRANTEE

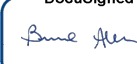
City Manager

TITLE

4/9/2025 | 2:46 PM PDT

DATE

DocuSigned by:



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FISCAL AGENT

Finance Director

TITLE

4/14/2025 | 10:37 AM PDT

DATE

ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

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

GRANTEE

FISCAL AGENT

TITLE

TITLE

DATE

DATE

NOT APPLICABLE



Budget Authorization Erin LaLonde	DS El	4/7/2025 6:42 AM PDT
Grant Manager Lena Moore	DS LM	4/9/2025 7:06 AM PDT
Grant Manager Lena Moore	DS LM	4/14/2025 10:52 AM PDT
Managing Director Addeline Craig	DS ac	4/14/2025 11:07 AM PDT
Deputy Assistant Director Tony Hanson	DS TH	4/14/2025 11:10 AM PDT
Assistant Director Mark Barkley	DS MB	4/14/2025 11:19 AM PDT

Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign

Division:

Local Government

Program: Local Community Projects

ContractNumber: 25-96647-052

DocumentType: Contract

Source Envelope:

Document Pages: 35

Signatures: 11

Envelope Originator:

Certificate Pages: 6

Initials: 6

Lena Moore

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

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

Olympia, WA 98504-2525

lena.moore@commerce.wa.gov

IP Address: 198.238.8.190

Record Tracking

Status: Original

Holder: Lena Moore

Location: DocuSign

4/2/2025 3:30:28 PM

lena.moore@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: Docusign

Signer Events

Signature

Timestamp

Erin LaLonde

erin.lalonde@commerce.wa.gov

Security Level: Email, Account Authentication (None), Login with SSO

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Signed: 4/7/2025 6:42:09 AM

Signature Adoption: Pre-selected Style

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Lena Moore

lena.moore@commerce.wa.gov

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jon Amundson, City Manager

jamundson@ci.richland.wa.us

City Manager

City of Richland

Security Level: Email, Account Authentication (None)

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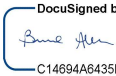
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Electronic Record and Signature Disclosure:

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Addeline Craig addeline.craig@commerce.wa.gov Managing Director Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 147.55.149.189	Sent: 4/14/2025 10:52:53 AM Viewed: 4/14/2025 11:06:45 AM Signed: 4/14/2025 11:07:03 AM
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 147.55.134.82	Sent: 4/14/2025 11:07:05 AM Viewed: 4/14/2025 11:08:42 AM Signed: 4/14/2025 11:10:13 AM
Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	DocuSigned by:  80312B04865C458... Signature Adoption: Pre-selected Style Using IP Address: 198.239.157.65	Sent: 4/14/2025 11:10:16 AM Viewed: 4/14/2025 11:19:02 AM Signed: 4/14/2025 11:19:13 AM
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Carbon Copy Events	Status	Timestamp
Jordan George J.George@BCES.WA.GOV Accounting Specialist City of Richland Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/9/2025 7:06:50 AM Viewed: 4/9/2025 7:10:25 AM
Michael Kendall mike.kendall@commerce.wa.gov Capital Programs Section Manager Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/5/2023 1:23:32 PM ID: 4de1ef47-86e3-4313-9442-5f34f3114b51	COPIED	Sent: 4/14/2025 10:52:53 AM
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Signing Complete	Security Checked	4/14/2025 11:19:13 AM
Completed	Security Checked	4/14/2025 11:19:13 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Washington State Department of Commerce:

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

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

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

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

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

To request paper copies from Washington State Department of Commerce

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

To withdraw your consent with Washington State Department of Commerce

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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