



**Mason County PUD No. 1  
Regular Board Meeting  
September 14, 2021  
1:00 p.m.**

Join Zoom Meeting

<https://us02web.zoom.us/j/85869053743>

Meeting ID: 858 6905 3743

1 (253) 215-8782

**1:00 p.m. Call to Order & Flag Salute**

**1) Consent Agenda**

**Minutes:**

August 24, 2021 Regular Meeting

August 31, 2021 Special Meeting

**Disbursements:**

Accounts Payable Wire

\$ 295,420.75

Check Nos. 120567-120696

\$ 442,593.99

**A/P Sub-Total**

**\$ 738,014.74**

Payroll Wire

\$ 73,297.85

**Grand Total**

**\$ 811,312.59**

- 2) Public Comment-** *Members of the public wishing to comment may request permission to do so during the Public Comment portion of the agenda. Comments shall be limited to no more than 5 minutes per speaker. There will be no action or discussion of public comment items, although the board may defer to PUD management for any necessary response.*

**3) Business Agenda**

- a. Marcus Perry, Bonneville Power Administration
- b. Resolution No. 2051- Adoption of a Life Insurance Plan w/ Long Term Care Rider
- c. Resolution No. 2052- Declaration of Surplus Property
- d. Authorize the GM to sign agreement with GDS Associates for Engineering Services
- e. Authorize the GM to sign agreements with Mason County for ARPA Funds

**4) Staff Reports**

- a. General Manager
- b. Treasurer
- c. Water Resource Manager
- d. Legal Counsel

**5) Correspondence**

**6) Board Comments**

**7) Other Business/Public Comment**

**8) Executive Session**

**9) Adjournment**

## **2021 Calendar**

September 15-17	WPUDA, Hotel Windrow, Ellensburg
September 22-24	Water Workshop Virtual
September 30	WPAG - 9:00 a.m.
October 6	PPC
<b>October 8</b>	<b>Customer Appreciation Event, PUD 1 Campus, 11-2</b>
October 14	WPUDA-Virtual                      Budget Committee
October 21	WPAG- 9:00 a.m.
November 3	PPC (Town Hall with Marty Kanner 4-5:30 p.m.)
November 17	WPAG -1:00 pm
November 17-19	WPUDA-Olympia
December 1-3	WPUDA Annual Meeting



## Mason County Public Utility District No. 1

Board of Commissioners Board Meeting

August 24, 2021 Potlatch, Washington

### Present:

Mike Sheetz, President  
Jack Janda, Vice President  
Ron Gold, Board Secretary  
Kristin Masteller, General Manager  
Katie Arnold, District Treasurer (Absent)  
Brandy Milroy, Water Resource Manager  
Julie Gray, Executive Assistant (Online)  
Rob Johnson, Legal Counsel (Online)

### Visitors:

None

**CALL TO ORDER:** Mike Sheetz called the meeting to order at 1:00 p.m.

### **APPROVAL OF CONSENT AGENDA:**

**Minutes:** August 10, 2021 Regular Board Meeting

<b>Disbursements:</b>	<u>Accounts Payable Check Register</u>	
	Accounts Payable Wire	\$316,109.01
	Check Nos. 120510-120518	\$ 1,734.14
	Check Nos. 120520-120566	\$101,113.10
	<b>A/P Sub Total</b>	<b>\$418,956.25</b>
	<u>Payroll Expense</u>	
	Payroll Wire	\$ 60,394.35
	Payroll Check 120509	\$ 1,782.11
	<b>Grand Total</b>	<b>\$481,132.71</b>

Ron made a motion to approve the consent agenda as presented, Jack seconded the motion. Motion carried.

**PUBLIC COMMENT:** None.

### **BUSINESS AGENDA:**

**July Financials** – Kristin gave the financial report for July. The gross revenue was \$940,546 for the month of July 2021 with gross expenditures at \$939,782 for the same month. The COVID metrics show cash on hand is down overall, \$141,975 due to delayed account payments, late fees, etc. The PUD has applied \$117,607 from various assistance programs to customers' accounts to assist with past due balances. As of June, there were 170 electric accounts and 98 water accounts that were 90 days or more past due for a total of \$92,309.



## Mason County Public Utility District No. 1

Board of Commissioners Board Meeting

August 24, 2021 Potlatch, Washington

Financial Metrics as Compared with Prior Year:	July 2021	July 2020
Total General Cash and Investments	\$1,004,180	\$1,047,738
Current Ratio (Current Assets/Current Liabilities)	2.83 to 1	4.82 to 1
Debt Service Coverage (O&M/ Debt Service)	2.79	2.72
Long-Term Debt to Net Plant	38%	42%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	52%	56%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	48%	52%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	4.82	4.40
Cash on Hand (Total Available Cash/Average Daily Costs)	40 Days (General) 170 Days (All Funds)	45 Days (General) 184 Days (All Funds)

**Community Solar II Update** – The Community Solar II project produced 48,630 kWh from July 1, 2020 to July 1, 2021. Each customer received \$4.62 per unit.

**General Manager** – Kristin reported that the WPUDA water workshop was now being held virtually. She reported that she and Mike Oblizalo from Hood Canal Communications attended the broadband meeting in Brinnon. She also reported that the annexation for Alderbrook will be on the November 2<sup>nd</sup> ballot. She reported that she had met with Kevin Shutt, Mason County Commissioner regarding the ARPA funding. The PUD will apply for the second round of funding for assistance to build the Manzanita Substation. Kristin reported that the PUD opened up a new apprenticeship. She sent Kyle Willey to Clark Public Utilities for extra hands-on training last week. Jordan Adams was hired as the new meter reader. Also, one of the CSRs has taken a position with the State so Katie will post that job opening to the public. Kristin reported that is working with Osmose to correct pole audit data. After they are done, Katie will recalculate the attachment rates and bring it to the finance committee for review prior to the board. Kristin met with Fish and Wildlife regarding the Duckabush project. They have not secured funding for their portion of the rebuild. She is concerned that the PUD will lose the appropriations funding that Rep. Kilmer requested for the utility relocation portion of the project if it takes WDFW too long to get their funding, so she and Katie are going to work with them on apply for other funding sources, like FEMA.

**Water Resource Manager** – Brandy reported that the mainline project at Agate Beach should be done by next week, but that the individual service installations will not occur until late September because materials are backordered. Grey & Osborne is working on Phase II of the project, which is the design of the reservoir. ARPA funding will support this phase of the Agate Beach project. Regina from DOH should be done reviewing for the project report for Lake Arrowhead Manganese treatment next week. TJ met with PUD 3 regarding fiber for the generator at Bay East Water System. After the fiber is installed, we will



## **Mason County Public Utility District No. 1**

Board of Commissioners Board Meeting

August 24, 2021 Potlatch, Washington

install the auto dialer so that if the generator does not come on in a power outage it will call Brandy. She reported that the road getting into the Vuecrest water system is almost complete. Brandy, Mark from Kitsap PUD and Ron from Chelan PUD will be presenting at the Water Workshop the end of September. TJ will be attending the Evergreen Rural Water Conference.

**Legal Counsel** – Rob reported on the Covid situation in Mason County from the hospital's standpoint. He reported that only 46% of the people in Mason County are vaccinated. The hospital is running out of equipment and is getting calls from Oregon and California to see if they have beds available. Currently there are no beds available at Mason General.

**Correspondence** – None

### **Board Reports –**

Mike – None

Jack – None.

Ron – None

**PUBLIC COMMENT** - None

**EXECUTIVE SESSION** – At 2:13 p.m. Kristin asked Mike Sheetz to call an executive session for 30 minutes to review the performance of a public employee RCW 42.30.110(g) with no action to be taken. At 2:43 p.m., Mike Sheetz closed the executive session, and with no further business to discuss, adjourned the regular meeting.

**Adjournment: 2:43 p.m.**

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**Mike Sheetz, President**

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**Jack Janda, Vice President**

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**Ron Gold, Secretary**



## **Mason County Public Utility District No. 1**

Board of Commissioners Special Meeting

August 31, 2021 Potlatch, Washington

### **Present:**

Mike Sheetz, President

Jack Janda, Vice President

Ron Gold, Secretary

Kristin Masteller, General Manager

### **Visitors:**

### **Special Meeting**

The special meeting of the Board of Commissioners of Public Utility District No. 1 of Mason County was called to order at 9:00 a.m. on August 31, 2021 at the Mt. Elinor room at the Alderbrook Resort, 10 E. Alderbrook Drive, Union, WA.

The commission began their annual strategic planning workshop discussion by conducting SWOT analyses of the District's areas of focus: water, power, finance, facilities, and organizational development.

At noon, Mike Sheetz called a recess for lunch. Meeting resumed at 1:30 p.m.

A list of high-level goals was created from the SWOT analysis and the general manager was instructed to take those goals to the executive staff and develop the rest of the 2022 strategic work plan and bring it back to the commission for approval in conjunction with the annual budget.

### **Adjournment**

3:35 p.m.

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**Mike Sheetz, President**

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**Jack Janda, Vice President**

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**Ron Gold, Secretary**

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# Accounts Payable Check Register

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Bank Account: 4 - COLUMBIA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
528 09/01/2021	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	27,929.27
529 09/01/2021	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	18,535.59
530 09/01/2021	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	8,340.75
531 09/01/2021	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	3,125.73
532 09/09/2021	WIRE	BPA	COLUMBIA BANK	MONTHLY POWER BILL	229,470.00
533 08/31/2021	WIRE	WASH 22	WASHINGTON STATE DEPT OF REVEN	2ND QTR LEASEHOLD EXCISE TAX RETURN	341.38
534 08/31/2021	WIRE	2	THE TANK DEPOT YUKON	HAMA RIDGE WATER-POTABLE WATER STORAGE	7,678.03
120567 08/25/2021	CHK	BUCKINGHAM	KIM BUCKINGHAM	REIMBURSE FOR WIFI AT HOME (JULY-AUGUST)	52.00
120568 08/25/2021	CHK	FERRIER	JANIECE FERRIER	MONTHLY REIMBURSEMENT-#0911011922	1,285.38
120569 08/25/2021	CHK	KESTER	KESTER, GREGORY C.	MONTHLY REIMBURSEMENT	1,307.58
120570 08/25/2021	CHK	MUNCHR	MUNCH, ROY	MONTHLY REIMBURSEMENT	704.62
120571 08/25/2021	CHK	WAGNER	WAGNER, CHERYL	MONTHLY REIMBURSEMENT-789026098408	309.96
120572 08/25/2021	CHK	AMERICOOOL	AMERICOOOL HEATING & AIR CONDITI	HEAT PUMP UPGRAD & BPA INCENTIVE-ZINGA	700.00
120573 08/25/2021	CHK	ANIXTER	ANIXTER INC	ANCHOR SCREW	2,705.69
120574 08/25/2021	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	WOODLAND WATER PAINTS SUPPLIES	124.46
120575 08/25/2021	CHK	DAY	DAY WIRELESS SYSTEMS	RECURRING CHARGES-TWO WAY RADIO 26 UNITS	525.18
120576 08/25/2021	CHK	GENPAC	GENERAL PACIFIC INC	(4)ITRON METERS	1,931.30
120577 08/25/2021	CHK	GILLIS	GILLIS AUTO CENTER, INC.	VEHICLE #59-STARTER MOTORY	468.03
120578 08/25/2021	CHK	GRAY	GRAY & OSBORNE, INC	ISLAND LAKE MANOR FEASIBILITY STUDY	1,502.15
120579 08/25/2021	CHK	PARSON	PARSONS DIESEL & STEAM	SERVICE VARIOUS VEHICLES	1,310.14
120580 08/25/2021	CHK	PLATT ELECTRI	PLATT	CONDUIT STRAPS	228.38
120581 08/25/2021	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	VEHICLE #59-VARIOUS BRAKE SUPPLIES	1,553.52
120582 08/26/2021	CHK	2	Guy Anderson	2021 Community Solar 2	4.62
120583 08/26/2021	CHK	2	Cheryl Ayres	2021 Community Solar 2	138.60
120584 08/26/2021	CHK	2	Summer Blaze	2021 Community Solar 2	231.00
120585 08/26/2021	CHK	2	Nick Browne	2021 Community Solar 2	46.20

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120586 08/26/2021	CHK	2	Marca Bruff	2021 Community Solar 2	231.00
120587 08/26/2021	CHK	2	William Buckholz	2021 Community Solar 2	46.20
120588 08/26/2021	CHK	2	Niel Challastrom	2021 Community Solar 2	231.00
120589 08/26/2021	CHK	2	Tom Charouhas	2021 Community Solar 2	46.20
120590 08/26/2021	CHK	2	Tony Chinn	2021 Community Solar 2	92.40
120591 08/26/2021	CHK	2	Clark Jerome Partnership	2021 Community Solar 2	161.70
120592 08/26/2021	CHK	2	Dale Cotton	2021 Community Solar 2	4.62
120593 08/26/2021	CHK	2	Marel Current	2021 Community Solar 2	46.20
120594 08/26/2021	CHK	2	Michelle Doolittle	2021 Community Solar 2	231.00
120595 08/26/2021	CHK	2	Jim Embree	2021 Community Solar 2	231.00
120596 08/26/2021	CHK	2	Vicky Engel	2021 Community Solar 2	46.20
120597 08/26/2021	CHK	2	Mark Fischer	2021 Community Solar 2	231.00
120598 08/26/2021	CHK	2	Trent Goos	2021 Community Solar 2	96.10
120599 08/26/2021	CHK	2	Margaret Graves	2021 Community Solar 2	9.24
120600 08/26/2021	CHK	2	James Gray	2021 Community Solar 2	46.20
120601 08/26/2021	CHK	2	Dawn Hansen-Smart	2021 Community Solar 2	23.10
120602 08/26/2021	CHK	2	Matthew Hirsch	2021 Community Solar 2	46.20
120603 08/26/2021	CHK	2	Steven Illman	2021 Community Solar 2	231.00
120604 08/26/2021	CHK	2	Sandra Jaeger	2021 Community Solar 2	4.62
120605 08/26/2021	CHK	2	Jack Janda	2021 Community Solar 2	69.30
120606 08/26/2021	CHK	2	Ellen Jenner	2021 Community Solar 2	462.00
120607 08/26/2021	CHK	2	Susanna Jones	2021 Community Solar 2	231.00
120608 08/26/2021	CHK	2	Gary Lee	2021 Community Solar 2	115.50
120609 08/26/2021	CHK	2	Debra Mattson	2021 Community Solar 2	346.50
120610 08/26/2021	CHK	2	Donald McIntyre	2021 Community Solar 2	462.00
120611 08/26/2021	CHK	2	Mike Newby	2021 Community Solar 2	134.90



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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
120612 08/26/2021	CHK	2	James Noble	2021 Community Solar 2	46.20
120613 08/26/2021	CHK	2	Dr. Brian & Alma Oleson	2021 Community Solar 2	231.00
120614 08/26/2021	CHK	2	Victoria Pavel	2021 Community Solar 2	46.20
120615 08/26/2021	CHK	2	Roslynne Reed	2021 Community Solar 2	46.20
120616 08/26/2021	CHK	2	Sheri Saari	2021 Community Solar 2	231.00
120617 08/26/2021	CHK	2	Kent Schwartz	2021 Community Solar 2	46.20
120618 08/26/2021	CHK	2	Kenneth Sebbby	2021 Community Solar 2	92.40
120619 08/26/2021	CHK	2	Jerry Severn	2021 Community Solar 2	231.00
120620 08/26/2021	CHK	2	Annette Smith	2021 Community Solar 2	231.00
120621 08/26/2021	CHK	2	Bruce Smith	2021 Community Solar 2	23.10
120622 08/26/2021	CHK	2	Carol Smith	2021 Community Solar 2	231.00
120623 08/26/2021	CHK	2	Mark Smith	2021 Community Solar 2	9.24
120624 08/26/2021	CHK	2	Michael Sneddon	2021 Community Solar 2	231.00
120625 08/26/2021	CHK	2	Richard Sperling	2021 Community Solar 2	46.20
120626 08/26/2021	CHK	2	Fred Stern	2021 Community Solar 2	69.30
120627 08/26/2021	CHK	2	Cindy Sund	2021 Community Solar 2	23.10
120628 08/26/2021	CHK	2	Cindy Taylor	2021 Community Solar 2	231.00
120629 08/26/2021	CHK	2	Marianne Taylor	2021 Community Solar 2	4.62
120630 08/26/2021	CHK	2	Kristen Tollefsen	2021 Community Solar 2	23.10
120631 08/26/2021	CHK	2	Angela Velkov	2021 Community Solar 2	69.30
120632 08/26/2021	CHK	2	Cheryl Wagner	2021 Community Solar 2	69.30
120633 08/26/2021	CHK	2	Nathan Wolf	2021 Community Solar 2	46.20
120634 08/26/2021	CHK	2	David York	2021 Community Solar 2	231.00
120635 08/26/2021	CHK	HANSON EXCAV	HANSON EXCAVATION LLC	AGATE BEACH WATER	193,342.86
120636 08/31/2021	CHK	WASH 8	WASHINGTON STATE	AUGUST 2021- HEALTH & LTD INS	41,564.06
120637 09/01/2021	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	892.75

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120638 09/01/2021	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	200.00
120639 09/01/2021	CHK	US TREASURY	US TREASURY	LEVY PROCEEDS #91-1197062	100.00
120640 09/03/2021	CHK	AFLAC	AFLAC	SUPPLEMENTAL INSURANCE	187.84
120641 09/03/2021	CHK	ANIXTER	ANIXTER INC	ELECTRIC INVENTORY SUPPLIES	8,421.12
120642 09/03/2021	CHK	BRUFF	BARNEY BRUFF	TRAVEL PER DIEM-ERWOW FALL CONFERENCE	210.00
120643 09/03/2021	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	MADRONA BEACH WATER SUPPLIES	13.05
120644 09/03/2021	CHK	CAPIT2	CAPITAL INDUSTRIAL, INC.	SHOP SUPPLIES	101.27
120645 09/03/2021	CHK	CITI CARDS	CITI CARDS	MO.CITI CARDS ENDING IN #4326	14,490.72
120646 09/03/2021	CHK	CNA	CNA SURETY DIRECT BILL	WA DOT BLANKET HIGHWAY PERMIT	200.00
120647 09/03/2021	CHK	COLONI	COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	860.06
120648 09/03/2021	CHK	CRC	COOPERATIVE RESPONSE CENTER, INC	AFTER HOURS ANSWERING SERVICE	1,459.75
120649 09/03/2021	CHK	CRUMP	RICHARD CRUMP	TRAVEL PER DIEM-ERWOW FALL CONFERENCE	210.00
120650 09/03/2021	CHK	DOH	DEPT. OF HEALTH	DWSRF LOAN PAYMENT	80,883.81
120651 09/03/2021	CHK	PAPE COMPANY	DITCH WITCH WEST	EQUIPMENT #107-PARTS	652.83
120652 09/03/2021	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	GAS & DIESEL	2,640.62
120653 09/03/2021	CHK	GCR TIRES	GCR TIRES & SERVICE	EQUIPMENT #109-PARTS	559.34
120654 09/03/2021	CHK	HDFOWL	HD FOWLER COMPANY	WATER INVENTORY SUPPLIES	10,240.47
120655 09/03/2021	CHK	L.G.	L. G. ISAACSON CO. INC.	MARKING PAINT & SAFETY VESTS	367.34
120656 09/03/2021	CHK	LEMAY MOBILE	LEMAY MOBILE SHREDDING	(1)65 GALLON SHRED CART	108.00
120657 09/03/2021	CHK	MASON CO GAR	MASON COUNTY GARBAGE	MONTHLY GARBAGE CHARGES	854.96
120658 09/03/2021	CHK	SHEL 2	MASON COUNTY JOURNAL	LAKE ARROWHEAD MAINLINE REPLACEMENT-AD	804.60
120659 09/03/2021	CHK	30	NORTHWEST ROCK, INC	ROCK	1,193.39
120660 09/03/2021	CHK	NWSS	NORTHWEST SAFETY SERVICE LLC	SAFETY SERVICES ON 08/12/2021	1,136.25
120661 09/03/2021	CHK	PACIF1	PACIFIC UNDERWRITERS CORP	SUPPLEMENTAL INSURANCE-JULIE	15.92
120662 09/03/2021	CHK	PLATT ELECTRI	PLATT	ELECTRIC NON-INVENTORY SUPPLIES	1,093.10
120663 09/03/2021	CHK	RICOH USA	RICOH USA, INC.	MONTHLY RENT & ADDITIONAL IMAGES-COPIERS	1,082.68

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120664 09/03/2021	CHK	RWC GROUP	RWC GROUP	TRUCK #46-NEW BRAKES	965.60
120665 09/03/2021	CHK	SMS CLEANING	SMS CLEANING, INC	CLEANING SERVICE-LESS RETAINAGE	1,425.60
120666 09/03/2021	CHK	SPECTRA LAB	SPECTRA LABORATORIES-KITSAP, LLC	VARIOUS WATER TESTING	2,330.00
120667 09/03/2021	CHK	SHOP	THE SHOPPER'S WEEKLY	WATER CONSERVATION NEWSLETTER	1,318.56
120668 09/03/2021	CHK	GOOS	TJ GOOS	TRAVEL PER DIEM-ERWOW FALL CONFERENCE	210.00
120669 09/03/2021	CHK	TOZIER	TOZIER BROS, INC	PROPANE	81.95
120670 09/03/2021	CHK	VERIZO	VERIZON WIRELESS	MONTHLY TABLET & (2)CELLULAR CHARGES	731.30
120671 09/03/2021	CHK	34	WASHINGTON ALARM, INC	MONTHLY BILLING - SECURITY SYSTEM SHOP	162.75
120672 09/03/2021	CHK	2	HOLIDAY BEACH HOME TRACTS	HOLIDAY BEACH WATER	900.00
120673 09/03/2021	CHK	2	HOLIDAY BEACH HOME TRACTS	HOLIDAY BEACH TRACTS	1,537.50
120674 09/08/2021	CHK	GE SOFTWARE	GE SOFTWARE INC DBA EKOS	MONTHLY EKOS FUEL SITE MODULE	80.00
120675 09/08/2021	CHK	GRAYJU	GRAY, JULIE	REIMBURSE FOR WIFI AT HOME (NOV-AUG 21)	269.50
120676 09/08/2021	CHK	SLATE ROCK SA	SLATE ROCK SAFETY, LLC	NEW EMPLOYEE FR CLOTHING-JORDAN ADAMS	1,500.00
120677 09/08/2021	CHK	BRUFF	BARNEY BRUFF	2021 ERWOW CONF-FERRY & MILEAGE REIMBURS	174.73
120678 09/09/2021	CHK	ANIXTER	ANIXTER INC	STREET LIGHT ARMS	2,191.06
120679 09/09/2021	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	CANAL VIEW WATER-TARP	70.71
120680 09/09/2021	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	DIESEL	4,162.77
120681 09/09/2021	CHK	GDS ASSOCIATE	GDS ASSOCIATES, INC	MONTHLY WPAG EXPENSES	309.28
120682 09/09/2021	CHK	GILLIARDI LOG	GILLIARDI LOGGING AND CONSTRUCT	VUECREST WATER PROJECT	1,190.15
120683 09/09/2021	CHK	HACH	HACH COMPANY	RUST REMOVER	236.53
120684 09/09/2021	CHK	HDFOWL	HD FOWLER COMPANY	VUECREST WATER PROJECT	16,917.45
120685 09/09/2021	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	INTERNET, IT, ALARM DIALER, & TELEPHONE	5,552.28
120686 09/09/2021	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	UTILITY KNIFE, DRILL BIT & WATER ????	37.97
120687 09/09/2021	CHK	MARSH	MARSH MUNDORF PRATT & SUL	MONTHLY WPAG SERVICES	197.73
120688 09/09/2021	CHK	MOTOR CONT	MOTORS AND CONTROLS	SPRINGWOOD WATER WELL ALTERNATOR	287.76
120689 09/09/2021	CHK	NISC	NISC	AUGUST 2021 RECURRING INVOICE	10,753.26

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
120690 09/09/2021	CHK	PLATT ELECTRI	PLATT	SHOP SUPPLIES	1,206.16
120691 09/09/2021	CHK	PUD#3	PUD #3 OF MASON COUNTY	CT METER SUPPLIES	284.44
120692 09/09/2021	CHK	SAEGER, SHIAN	SAEGER, SHIANE	TRAVEL PER DIEM-NISC MIC CONFERENCE	282.00
120693 09/09/2021	CHK	SPIKES	SPIKES HYDRAULICS & EQUIP	VACCUM TRAILER PART	88.43
120694 09/09/2021	CHK	USA	USA BLUEBOOK	(2)PUMPS ????????????	1,570.13
120695 09/09/2021	CHK	UTILI1	UTILITIES UNDERGROUND LOCATION	MONTHLY UNDERGROUND LOCATES	138.60
120696 09/09/2021	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	CREDIT-CORE DEPOSIT	29.35
Total for Bank Account - 4 :					(137) 738,014.74
Grand Total :					(137) 738,014.74

09/10/2021 8:15:43 AM

# Accounts Payable Check Register

Page 7

**PARAMETERS ENTERED:****Check Date:** 08/23/2021 To 09/10/2021**Bank:** All**Vendor:** All**Check:****Journal:** All**Format:** Summary**Extended Reference:** No**Sort By:** Check/Transaction**Voids:** None**Payment Type:** All**Group By Payment Type:** No**Minimum Amount:** 0.00**Authorization Listing:** No**Credit Card Charges:** No

09/09/2021 10:16:50 AM

GENERAL LEDGER  
TRANSACTION DETAIL

Page: 1

SEP 2021 To SEP 2021

Date	Journal Description	Actv BU Project	Mod	Jrnl Reference Code	
<hr/>					
Account: 0 131.2 CASH-GENERAL FUND (DISTRICT)			Department:	0	
09/01/21	61051 Check Print	0	PL	2 PAYROLL	73,297.85

## PARAMETERS ENTERED:

Division: All

Accounts: 0 131.2

Department: All

Activity: All

Sort By: Div/Acct

Date Selection: Period

Period: SEP 2021 To SEP 2021

Module: PL

Journal Activity: All

Accounts With No Transactions: Yes

Extended Reference: No

Interface Detail: No

Group by Department: Yes

51217

/pro/rpttemplate/acct/2.51.1/gl/GL\_TRANS\_DETAIL.xml.rpt

Karnold



**PUBLIC UTILITY DISTRICT NO. 1**  
**OF MASON COUNTY**  
N. 21971 Hwy. 101  
Shelton, Washington 98584

**BOARD OF COMMISSIONERS**

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

## **RESOLUTION NO. 2051**

### **THE ADDITION OF A LIFE INSURANCE BENEFIT WITH LONG TERM CARE RIDER**

WHEREAS, as an employer, Public Utility District No. 1 of Mason County (the “District”) and its employees are required to comply with all state and federal laws; and

WHEREAS, the Washington State 66<sup>th</sup> Legislature passed Second Substitute House Bill 1087, in 2019, which established the Long-Term Services and Supports Trust Program (herein after the “LTSS Program” or “WA Cares Fund”) and subsequently passed Substitute House Bill 1323 in 2021, which modifies provisions of the LTSS Program, designed to be an alternative funding mechanism for long-term care access in Washington state; and

WHEREAS, all qualifying employees will be subject to a premium assessment, with the following exception:

- Individuals who have private long-term care insurance may opt-out: Any employee who attests that they have comparable long-term care insurance purchased before November 1, 2021, may apply to ESD for an exemption from the premium assessment. The employee must provide proof of their ESD exemption to their employer before the employer can waive collecting the premium assessment from the employee’s wages. The employee must apply for the opt-out exemption to ESD between October 1, 2021, through December 31, 2022.

WHEREAS, employers may consider providing long-term care insurance to employees which is comparable to or greater than the benefits in the state’s LTSS program; and

WHEREAS, benefits are a recognized part of the compensation package necessary to recruit, retain and motivate qualified employees; and

NOW, THEREFORE, BE IT RESOLVED the Board of Commission of Mason County Public Utility District No. 1 deem it advisable to provide a private life insurance policy with a long-term-care rider benefit to allow its employees to attest that they have comparable long-term care insurance before November 1, 2021, and apply to ESD for an exemption from the premium assessment (these are age-rated policies and certain individuals covered by the District’s benefits will not qualify).

BE IT FURTHER RESOLVED that the manager is hereby authorized to select and implement the appropriate insurance policy which adequately meets this exemption and evaluate, as necessary, future long-term-care or life insurance policies in the best interest of the District.



**PUBLIC UTILITY DISTRICT NO. 1**  
**OF MASON COUNTY**  
N. 21971 Hwy. 101  
Shelton, Washington 98584

**BOARD OF COMMISSIONERS**

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

ADOPTED this 14th day of September, 2021.

\_\_\_\_\_  
Mike Sheetz, President

\_\_\_\_\_  
Jack Janda, Vice President

ATTEST:

\_\_\_\_\_  
Ron Gold, Secretary





**PUBLIC UTILITY DISTRICT NO. 1  
OF MASON COUNTY**

N. 21971 Hwy. 101  
Shelton, Washington 98584

**BOARD OF COMMISSIONERS**

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

**A RESOLUTION DECLARING ITEMS AS SURPLUS PROPERTY  
RESOLUTION NO. 2052**

WHEREAS, the listed items of personal property located on exhibit "A" attached hereto and incorporated by this reference are no longer usable by Public Utility District No. 1 of Mason County (the "District").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Mason County PUD No. 1 that the listed items of personal property are declared surplus and that the district is hereby authorized to sell the salable items to the person or persons presenting quotations resulting in the best return to the district, or to dispose of unsalable items as appropriate; and

BE IT FURTHER RESOLVED that the attached items are hereby made a part of Resolution No. 2052.

ADOPTED this 14th day of September 2021.

---

Mike Sheetz, President

---

Jack Janda, Vice President

ATTEST:

---

Ron Gold, Secretary



**PUBLIC UTILITY DISTRICT NO. 1  
OF MASON COUNTY**

N. 21971 Hwy. 101  
Shelton, Washington 98584

**BOARD OF COMMISSIONERS**

MIKE SHEETZ, Commissioner  
JACK JANDA, Commissioner  
RON GOLD, Commissioner

**Attachment A**

**Bid No. SURPLUS-2052  
Surplus Equipment**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON, DOES HEREBY SURPLUS EQUIPMENT AS FOLLOWS:

**ITEM NO. 1-** PUD VEH. ID #46, QTY. 1

Description: 2007 International Bucket Truck (mileage 265,557)

VIN: I4TMMAAN77H533628

Board of Commissioners, Mason County PUD No. 1

DATE: September 14, 2021

BID OPENING: Going to Auction

## CONSULTING SERVICES AGREEMENT

GDS ASSOCIATES, Inc.

dba HI-LINE ENGINEERING

Billing Address

1850 parkway Place, Suite 800

Marietta, Georgia 30067-8237

(770) 426-8100

This Consulting Services Agreement ("Agreement") is made between GDS Associates, Inc., ("GDS") and Mason County PUD 1, whose place of business is located at Shelton, Washington ("CLIENT") for a Project generally described as distribution line design services.

### I. SCOPE, COMPENSATION AND QUALITY OF CONSULTING SERVICES

GDS will provide the consulting services described herein ("Services") and be compensated for these Services as described in Attachment A hereto.

GDS shall render Services in accordance with generally accepted professional practices. GDS shall, to the best of its knowledge and belief, comply with applicable laws, ordinances, codes, rules, regulations, permits and other published requirements in effect during the term of this Agreement.

All invoices rendered to CLIENT by GDS shall be paid within thirty (30) days of receipt. All invoices or portions thereof that remain unpaid after thirty (30) days of receipt shall bear interest until paid at the rate of twelve percent (12%) per annum.

### II. TERMS & CONDITIONS OF CONSULTING SERVICES AGREEMENT

1. **Timing of Work.** GDS shall commence work on or about September 2021.
2. **Relationship of Parties, No Third-Party Beneficiaries.** GDS is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third-party beneficiaries to this Agreement.
3. **Insurance.**
  - a. **Insurance.** GDS will maintain throughout the performance of this Agreement the following types and amounts of insurance:
    - i. Worker's Compensation and Employer's Liability Insurance as required by applicable state or federal law.
    - ii. Comprehensive Vehicle Liability Insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of \$1,000,000.
    - iii. Commercial General Liability Insurance covering claims for personal injury and property damage with combined single limits of \$1,000,000.
    - iv. Professional Liability (Errors and Omissions, on a claims-made basis) Insurance with limits of \$1,000,000.
  - b. **Interpretation.** Notwithstanding any other provision(s) in this Agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this Agreement.
4. **Mutual Indemnification.** Each party agrees to indemnify and hold harmless the other party and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of CLIENT, GDS, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of the indemnifying party or its agents and representatives, pursuant to or in connection with this Agreement to the extent of the proportionate negligence of the indemnifying party or its agents and representatives, if any.

In no event shall either party be liable for any special or consequential damages.
5. **Resolution of Disputes, Attorneys' Fees.** This Agreement shall be governed by the laws of the State of Georgia. The sole and exclusive venue for any claim, dispute or legal action relating to or arising out of this Agreement or the Services shall be Cobb County, Georgia. All parties consent and submit to jurisdiction in Cobb County, Georgia, and waive any defense or claim that they are not subject to personal jurisdiction in Cobb County, Georgia. The prevailing party in any legal dispute pertaining to this Agreement will be entitled to its reasonable attorney fees and other costs incurred, in addition to any other relief to which it is entitled.
6. **Termination of Agreement.** Either GDS or CLIENT may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed herein. GDS shall be compensated as provided herein for all Services rendered up to and including the date of receipt of notice termination.

GDS ASSOCIATES, INC.

CLIENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Vice President

Title: \_\_\_\_\_

Date: September, 9, 2021

Date: \_\_\_\_\_

## Attachment A

**Compensation.** Client shall compensate GDS Associates for the Services of the following named individuals and for all other individuals by personnel category in connection with each Project Assignment as follows:

2021 Billing Rates		
Name	Position	Billing Rate
Kevin Mara	Executive Vice President	\$238
Jason Settle	Senior Project Manager	\$190
Mareks Zviedrits	Project Engineer	\$145
Mark Hopper	Engineer	\$131
Linda Gray	Project Manager	\$162
Rachael Harms	Project Manage	\$152
	Staking Tech	\$105
	Drafting	\$78

Client shall compensate GDS for the actual costs of all subsistence expenses paid to, or on behalf of employees of GDS Associates in connection with each Project Assignment with all travel emanating from Kirkland, Washington. Client understands that Services may include the time spent by GDS personnel traveling to and from locations as required by, and in connection with, Project Assignments. Billing rates are subject to change annually.

### SCOPE OF SERVICES:

Duckabush Estuary Restoration projects

WSDOT has asked Mason PUD No. 1 (MP1) to reroute their overhead double-circuit main feeder line to support their respective Duckabush Estuary Restoration projects and although this reroute has already been designed, PUD is looking for an Engineer to oversee the PUD's project management and help facilitate the order of construction and materials. **The project has a not-to-exceed cost of \$119,469.**

This project involves the relocation of power lines to allow for the replacement of roads and bridges at the Duckabush Estuary Restoration. The scope of work will include coordination with the WSDOT and the Corp of Engineers for the temporary relocation of an overhead line and permanent relocation with an underground primary line. A conceptual design has been developed and will be used as a guide for this work.

The GDS's technical representative will be available for all virtual meetings. In addition, the scope will include all development of all documents and maps necessary for permitting the project.

The project will also include to the extent the budgetary funds allow undergrounding the electric service between Kelly Road and Duckabush Road. There is currently a double circuit line running along the rear lot lines which will be relocated to Duckabush Road. Roughly 12 homes currently directed connected to the poles of this double circuit could be placed underground.

GDS's project team will copy MP1 on all correspondence to COE, WSDOT, consumers or any other third party. Further, our team will be available by email and cell phone. As the project schedules become firm, we suggest bi-weekly or monthly meetings just to be sure all issues are covered and on track.

### Deliverables:

Temporary Relocation along Highway 101.

- Permits
- Staking Sheets
- Sag Tables
- Engineer's estimate prior to bidding
- Bid packet (staking sheets, special conditions, summary of units)
- Staking of Poles and Guys

### Permanent Relocation

- Permits
- Excludes easements (assumed to be provided by MP1)
- Specification requirements for bridge conduits
  - Review of bridge design drawings
- Material specifications (vaults, junction cabinets, switchgear, etc)
- Staking Sheets
- Cable pulling calculations
- Engineer's estimate prior to bidding
- Bid packet (staking sheets, special conditions, summary of units)

Staking of Poles and Guys

Additional services:

Pre-bid meetings (temporary and permanent relocations)

Kickoff meetings (temporary and permanent relocations)

Bi-weekly site visit during construction

Document change orders (if any)

Final inspection

**AMERICAN RESCUE PLAN ACT of 2021**  
**AGREEMENT**  
**Between**  
**MASON COUNTY**  
**And**  
**PUBLIC UTILITY DISTRICT No. 1 of MASON COUNTY**

This American Rescue Plan Act (“ARPA”) Recipient Agreement (“Agreement”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Mason County, a Washington political subdivision ("County"), and Public Utility District No. 1 of Mason County, a Washington state public utility ("Recipient").

WHEREAS, The U.S. Treasury has allocated to Mason County federal stimulus funding CFDA Number 21.027, under an amended Title VI of the Social Security Act to add section 602 and 603, Subtitle M, Section 9901 of the Act, referred to in the Act as Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) for the limited purposes identified in the Interim Final Rule between U. S. Treasury and Mason County, identified as the Interim Final Rule (“IFR”) or 31 CFR Part 35 RIN 1505-AC77

WHEREAS, ARPA authorizes the County to offer funding from receipted ARPA funds for certain costs for projects in response to the COVID-19 public health emergency during the period of July 16, 2021, incurred by December 31, 2024 and expended by December 31, 2026, which may include expenditures incurred to respond directly to the emergency as well as expenditures incurred to respond to second-order effects of the emergency, such as providing economic support to those suffering from employment or business interruptions due to COVID-19, related business closures, investments to improve water, sewer and broadband infrastructure and support public health response.

WHEREAS, all requests submitted by the County to the State for reimbursement must be for expenses that are 1) connected to the COVID-19 emergency; 2) necessary expenses, 3) not filling a short fall in government revenues, 4) not funded thru another budget line item, allotment or allocation, as of March 27, 2020, and 5) would not exist without COVID-19 or would be for a substantially different purpose as provided in the IFR and Program Guidelines (collectively “Reimbursements”).

WHEREAS, the County desires to allocate portions of the ARPA Funds to Mason County residents experiencing severe financial hardship due to job loss, layoff, reduction of work hours or other circumstances resulting from the COVID-19 emergency that need utility payment assistance to avoid utility disconnect and thereby endanger the health and well-being of such impacted residents, with such allocation of funds to be consistent with the Reimbursement requirements.

WHEREAS, the County and Recipient desire to enter into this Agreement so that the County may grant ARPA Funds for appropriate and qualifying funds advanced to the Recipient by the County for provision of residential utility assistance grants to be made by the Recipient to eligible residents who are utility customers of the Recipient under the IFR.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until November 30, 2021, unless terminated by the County in writing.
2. Recipient's Use of ARPA Funds. The Recipient shall ensure that the ARPA Funds requests are necessary and eligible Reimbursements under one of the following cost categories: a) Response to mitigate the public health emergency with respect to the COVID-19 emergency or its negative impacts, b) Provide Government services to the extent of the reduction in revenue, c) respond to workers performing essential work, d) make necessary investments in water, sewer or broadband infrastructure.
3. Ineligible Costs. Non-allowable costs include, without limitation, the following: a) expenses for the state share of Medicaid; b) damages covered by insurance; c) payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; d) expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the ARPA Act of contributions by states to state unemployment funds; e) reimbursement to donors for donated items or services; f) workforce bonuses other than hazard pay or overtime; g) severance pay; and h) legal settlements.
4. COVID-19 Reimbursement Request Support. To facilitate the County's seeking reimbursement of ARPA funding under the IFR, the Recipient will submit an A-19 equivalent report to the County, on or before November 30, 2021, detailing the utility assistance grants disbursed by the Recipient. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in termination of the Agreement and no Reimbursement of funds paid to the Recipient by the County.
5. ARPA Funds. The County agrees to Reimburse the Recipient a total sum not to exceed \$125,000 by November 30, 2021 provided that the COVID-19 Reimbursement request support is received as stated in Section 4 of this Agreement. The County will not provide the funds up front to the Recipient upon Execution of this Agreement.
6. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Recipient.
7. Independent Contractor. Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

8. Indemnification. The Recipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipients' performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
9. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws and all requirements (including certifications and audits) of the IFR and Program Guidelines, to the extent applicable, when seeking Reimbursement.
10. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the IFR and Program Guidelines for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any, the Recipient agrees to promptly reimburse the County for such payments upon request.
11. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:
- Recipient  
Public Utility District No. 1  
Attn: Kristin Masteller  
N. 21971 Hwy. 101  
Shelton, WA 98584
- Mason County  
Attn: Jennifer Beierle  
411 N Fifth St  
Shelton, WA 98584
12. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.



13. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
14. Time. Time is of the essence in this Agreement.
15. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
16. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
17. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Mason County, Washington or as provided by RCW 36.01.050.
17. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
19. Assignment. The Recipient shall not assign or transfer any of its interests in obligations under this Agreement without the prior written consent of the County.
20. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
21. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to the Washington State Department of Commerce in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**RECIPIENT, Public Utility District No. 1 of Mason County**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Sharon Trask, Commissioner

\_\_\_\_\_  
Kevin Shutty, Commissioner

ATTEST:

\_\_\_\_\_  
McKenzie Smith, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Whitehead, Chief DPA

## ATTACHMENT A

### SCOPE OF WORK

The Board of Commissioners is directing up to \$125,000 to residential utility assistance for residents of Mason County who are utility customers of PUD 1 using federal ARPA funding. These funds must be fully distributed by December 31, 2026. The intent of this grant is to provide utility assistance to Mason County residents who have been severely adversely impacted financially by the COVID-19 public health emergency due to job loss, reduction in work hours, layoff, illness or other circumstance that resulted in a significant loss of income that places them at risk of utility disconnect, and who meet the eligibility criteria outlined below.

PUD 1 will be responsible for overseeing the program based upon the eligibility criteria, funding uses and process and deadline for distribution shown below.

#### **1. Eligible Residents**

Individuals seeking ARPA funding through this program must:

- Be a Mason County resident;
- Be a PUD 1 residential utility account holder;
- Have incurred a financial hardship due to the COVID public health emergency, such as a job loss, reduced work hours, lay off, illness or other circumstance leading to a significant reduction in household income or increase in expenses;
- Priority will be given to customers subject to utility disconnect for non-payment;
- Have or will agree to enter into a payment plan for utility fee arrearages not covered by the ARPA relief provided under this program;
- Consent to disclosure and release by PUD 1 to Mason County of all information gathered during the application process and details of award granted under this program;
- Grant limitations: one utility assistance grant will be awarded per Household;

#### **2. Program Funding and Award Amount**

Mason County shall make \$125,000 of ARPA funds available to the program that will be reimbursed to PUD 1 by the County following receipt of COVID-19 Reimbursement request support as stated in Sections 4 and 5 of this Agreement.

If resident is eligible for the utility assistance grant, a credit will be applied to their PUD 1 utility account. The grant will be based on the time period of the household's financial hardship due to the COVID public health emergency, and will be a bill-forgiveness program for one or

more bills/charges incurred during that time period. Customers will be required to provide documentation of the financial hardship.

All funds are to be disbursed by the Recipient no later than December 31, 2024.

**3. Application, Review and Distribution Process:**

- a. Solicitation—PUD 1 will promote this utility assistance program on its website, through Community Action Council of Lewis, Mason, & Thurston Counties or other local agencies, and through social or other media.
- b. Application Submission--Applicants can apply by using the “COVID-19 Financial Assistance Application” form available on PUD 1’s website and submit that form by mail, at one of PUD 1’s drop boxes, email or fax, or alternatively by calling PUD 1’s Customer Service center. Applicants are required to provide proof of:
  1. Loss of income (such as a layoff notice or determination letter from the Employment Security Department); and/or
  2. Increase in household expenses incurred due to the COVID-19 emergency (such as costs of medical testing or treatment, care of sick or dependent household member, or costs incurred due to quarantine of a household member).
- c. Review Process--Applications will be reviewed by PUD 1’s Customer Service Department. The Customer Service Department will review the application, gather any additional documentation, and make a determination whether the applicant is eligible for ARPA Act Funding.
- d. Award and Disbursement—Based on review of the application, the Customer Service Department will determine the amount of the award based on the need. Awards will be disbursed via direct bill assistance handled by transactions created from the Customer Service Department, with award payments applied as credits to the Applicant’s utility account.
- e. If PUD 1 believes an applicant is eligible for additional assistance from another agency above that available under this utility assistance program, PUD 1 will provide the necessary referral of that applicant as applicable.

**4. Reporting**

PUD 1 shall submit a final report on applications received, and provide an A-19 equivalent report and signed certification detailing funds disbursed to each applicant outlining the applicant account number, applicant’s city, type of award (residential utility assistance), brief description of applicant’s COVID-19 related financial hardship (i.e. job loss, reduction in work hours, layoff, etc), amount awarded, and award disbursement date

PUD 1 shall maintain all documentation regarding the disbursement of grant funds under this program through the contract period and will provide those materials to Mason County electronically for future audit or other use.

## ATTACHMENT B

### COMPENSATION

In order to maximize the amount of utility assistance available to eligible residents financially impacted by the COVID-19 public health emergency, PUD 1 has agreed to waive any compensation under this agreement to cover its administrative costs.

DRAFT

**AMERICAN RESCUE PLAN ACT of 2021**  
**AGREEMENT**  
**Between**  
**MASON COUNTY**  
**And**  
**PUBLIC UTILITY DISTRICT No. 1 of MASON COUNTY**

This American Rescue Plan Act (“ARPA”) recipient Agreement (“Agreement”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Mason County, a Washington political subdivision ("County"), and Public Utility District No. 1 of Mason County (“PUD 1”), a Washington state public utility ("Recipient").

WHEREAS, The U.S. Treasury has allocated to Mason County federal stimulus funding, CFDA Number 21.027 under an amended Title VI of the Social Security Act to add section 602 and 603, Subtitle M, Section 9901 of the Act, referred to in the Act as Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) for the limited purposes identified in the Interim Final Rule between U. S. Treasury and Mason County, identified as the Interim Final Rule (“IFR”) or 31 CFR Part 35 RIN 1505-AC77

WHEREAS, ARPA authorizes the County to offer funding from receipted ARPA funds for certain costs for projects in response to the COVID-19 public health emergency during the period of July 16, 2021, incurred by December 31, 2024 and expended by December 31, 2026, which may include expenditures incurred to respond directly to the emergency as well as expenditures incurred to respond to second-order effects of the emergency, such as providing economic support to those suffering from employment or business interruptions due to COVID-19, related business closures, investments to improve water, sewer and broadband infrastructure and support public health response.

WHEREAS, the County desires to allocate portions of the ARPA Funds to Mason County PUD 1 for the purpose of providing Agate Beach a Water System Mainline, Reservoir and Booster Pump.

WHEREAS, the County and Recipient desire to enter into this Agreement so that the County may grant ARPA Funds for appropriate and qualifying projects advanced to the Recipient by the County for provision of an improvement to a water system infrastructure.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

18. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024, unless terminated by the County in writing.
19. Recipient’s Use of ARPA Funds. The Recipient shall ensure that the ARPA Funds requests are necessary and eligible Reimbursements under one of the following cost categories: a) Response to mitigate the public health emergency with respect to the COVID-19

emergency or its negative impacts, b) Provide Government services to the extent of the reduction in revenue, c) respond to workers performing essential work, d) make necessary investments in water, sewer or broadband infrastructure.

20. Ineligible Costs. Non-allowable costs include, without limitation, the following: a) expenses for the state share of Medicaid; b) damages covered by insurance; c) payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; d) expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the ARPA Act of contributions by states to state unemployment funds; e) reimbursement to donors for donated items or services; f) workforce bonuses other than hazard pay or overtime; g) severance pay; and h) legal settlements.
21. COVID-19 Reimbursement Request Support. To facilitate the County's granting of ARPA funding under the IFR, the Recipient will submit an A-19 equivalent report to the County, on or before November 30, 2021, detailing the improvement of the Agate Beach Water System Mainline, Reservoir and Booster Pump. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in termination of the Agreement and no granting of funds paid to the Recipient by the County.
22. ARPA Funds. The County agrees to grant the Recipient a project costs to the Recipient not to exceed \$559,000 by December 31, 2021 provided that the COVID-19 Reimbursement request support is received as stated in Section 4 of this Agreement. The County will not provide the funds up front to the Recipient upon Execution of this Agreement.
23. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Recipient.
24. Independent Contractor. Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
25. Indemnification. The Recipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipients' performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.

26. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws and all requirements (including certifications and audits) of the IGA and Program Guidelines, to the extent applicable, when seeking Reimbursement.
27. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the IGA and Program Guidelines for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any, the Recipient agrees to promptly reimburse the County for such payments upon request.
28. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient  
Public Utility District No. 1  
Attn: Kristin Masteller  
N. 21971 Hwy. 101  
Shelton, WA 98584

Mason County  
Attn: Jennifer Beierle  
411 N Fifth St  
Shelton, WA 98584

29. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
30. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
31. Time. Time is of the essence in this Agreement.
32. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.



33. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
34. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Mason County, Washington or as provided by RCW 36.01.050.
17. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
26. Assignment. The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
27. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
28. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to the Washington State Department of Commerce in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
29. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
30. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
31. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.**

**RECIPIENT, PUBLIC UTILITY DISTRICT No. 1 of Mason County**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**DATED this \_\_ day of \_\_\_\_\_, 2021.**

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Sharon Trask, Commissioner

ATTEST:

\_\_\_\_\_  
Kevin Shutty, Commissioner

\_\_\_\_\_  
McKenzie Smith, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Whitehead, Chief DPA

## ATTACHMENT A

### SCOPE OF WORK

The Board of Commissioners is directing up to \$559,000 to Public Utility District No. 1 of Mason County ("PUD 1") using federal ARPA funding for the purpose of installing Agate Beach Water System Mainline, Reservoir, and Booster Pump. These funds must be fully distributed by December 31, 2026. The intent of this grant is to provide a local water system infrastructure improvement.

PUD 1 will be responsible for overseeing and installing the Agate Beach Water System Mainline, Reservoir and Booster Pump

#### **5. Program Funding and Award Amount**

Mason County shall make \$559,000 of ARPA funds available to the program that will be reimbursed to PUD 1 by the County following receipt of COVID-19 Reimbursement request support as stated in Sections 4 and 5 of this Agreement.

All funds are to be disbursed by the Recipient no later than December 31, 2026.

#### **6. Application, Review and Distribution Process:**

A-19 Submission, PUD 1 will submit an A-19 equivalent report to the County, on or before November 31, 2021, detailing the Agate Beach Water System Mainline, Reservoir and Booster Pump project costs.

#### **7. Reporting**

PUD 1 shall submit a final report on costs detailed, and provide an A-19 equivalent report and signed certification detailing funds disbursed for the project to include a description of the work, payment amounts, and dates of payments. PUD 1 shall maintain all documentation regarding the disbursement of grant funds under this program through the contract period and will provide those materials to Mason County electronically for future audit or other use.

## ATTACHMENT B

### COMPENSATION

In order to maximize the amount of utility assistance available to eligible residents financially impacted by the COVID-19 public health emergency, PUD 1 has agreed to waive any compensation under this agreement to cover its administrative costs.

DRAFT

**AMERICAN RESCUE PLAN ACT of 2021**  
**AGREEMENT**  
**Between**  
**MASON COUNTY**  
**And**  
**PUBLIC UTILITY DISTRICT No. 1 of MASON COUNTY**

This American Rescue Plan Act (“ARPA”) recipient Agreement (“Agreement”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Mason County, a Washington political subdivision ("County"), and Public Utility District No. 1 of Mason County (“PUD 1”), a Washington state public utility ("Recipient").

WHEREAS, The U.S. Treasury has allocated to Mason County federal stimulus funding, CFDA Number 21.027 under an amended Title VI of the Social Security Act to add section 602 and 603, Subtitle M, Section 9901 of the Act, referred to in the Act as Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) for the limited purposes identified in the Interim Final Rule between U. S. Treasury and Mason County, identified as the Interim Final Rule (“IFR”) or 31 CFR Part 35 RIN 1505-AC77

WHEREAS, ARPA authorizes the County to offer funding from receipted ARPA funds for certain costs for projects in response to the COVID-19 public health emergency during the period of July 16, 2021, incurred by December 31, 2024 and expended by December 31, 2026, which may include expenditures incurred to respond directly to the emergency as well as expenditures incurred to respond to second-order effects of the emergency, such as providing economic support to those suffering from employment or business interruptions due to COVID-19, related business closures, investments to improve water, sewer and broadband infrastructure and support public health response.

WHEREAS, the County desires to allocate portions of the ARPA Funds to Mason County PUD 1 for the purpose of providing Vuecrest Storage Upgrade.

WHEREAS, the County and Recipient desire to enter into this Agreement so that the County may grant ARPA Funds for appropriate and qualifying projects advanced to the Recipient by the County for provision of an improvement to a water system infrastructure.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

35. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024, unless terminated by the County in writing.
36. Recipient’s Use of ARPA Funds. The Recipient shall ensure that the ARPA Funds requests are necessary and eligible Reimbursements under one of the following cost categories: a) Response to mitigate the public health emergency with respect to the COVID-19

emergency or its negative impacts, b) Provide Government services to the extent of the reduction in revenue, c) respond to workers performing essential work, d) make necessary investments in water, sewer or broadband infrastructure.

37. Ineligible Costs. Non-allowable costs include, without limitation, the following: a) expenses for the state share of Medicaid; b) damages covered by insurance; c) payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; d) expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the ARPA Act of contributions by states to state unemployment funds; e) reimbursement to donors for donated items or services; f) workforce bonuses other than hazard pay or overtime; g) severance pay; and h) legal settlements.
38. COVID-19 Reimbursement Request Support. To facilitate the County's granting of ARPA funding under the IFR, the Recipient will submit an A-19 equivalent report to the County, on or before November 30, 2021, detailing the improvement of the Vuecrest Storage Upgrade. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in termination of the Agreement and no granting of funds paid to the Recipient by the County.
39. ARPA Funds. The County agrees to grant the Recipient a project costs to the Recipient not to exceed \$158,284 by December 31, 2021 provided that the COVID-19 Reimbursement request support is received as stated in Section 4 of this Agreement. The County will not provide the funds up front to the Recipient upon Execution of this Agreement.
40. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Recipient.
41. Independent Contractor. Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
42. Indemnification. The Recipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipients' performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.

43. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws and all requirements (including certifications and audits) of the IGA and Program Guidelines, to the extent applicable, when seeking Reimbursement.
44. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the IGA and Program Guidelines for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any, the Recipient agrees to promptly reimburse the County for such payments upon request.
45. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient  
Public Utility District No. 1  
Attn: Kristin Masteller  
N. 21971 Hwy. 101  
Shelton, WA 98584

Mason County  
Attn: Jennifer Beierle  
411 N Fifth St  
Shelton, WA 98584

46. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
47. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
48. Time. Time is of the essence in this Agreement.
49. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

50. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
51. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Mason County, Washington or as provided by RCW 36.01.050.
17. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
32. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
33. Assignment. The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
34. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
35. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to the Washington State Department of Commerce in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
36. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
37. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
38. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.



IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.**

**RECIPIENT, PUBLIC UTILITY DISTRICT No. 1 of Mason County**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**DATED this \_\_ day of \_\_\_\_\_, 2021.**

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Sharon Trask, Commissioner

ATTEST:

\_\_\_\_\_  
Kevin Shutty, Commissioner

\_\_\_\_\_  
McKenzie Smith, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Whitehead, Chief DPA

## ATTACHMENT A

### SCOPE OF WORK

The Board of Commissioners is directing up to \$158,284 to Public Utility District No. 1 of Mason County (“PUD 1”) using federal ARPA funding for the purpose of installing the Vuecrest Storage Upgrade. These funds must be fully distributed by December 31, 2026. The intent of this grant is to provide a local water system infrastructure improvement.

PUD 1 will be responsible for overseeing and installing the Vuecrest Storage Upgrade

#### **8. Program Funding and Award Amount**

Mason County shall make \$158,284 of ARPA funds available to the program that will be reimbursed to PUD 1 by the County following receipt of COVID-19 Reimbursement request support as stated in Sections 4 and 5 of this Agreement.

All funds are to be disbursed by the Recipient no later than December 31, 2026.

#### **9. Application, Review and Distribution Process:**

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#### **10. Reporting**

PUD 1 shall submit a final report on costs detailed, and provide an A-19 equivalent report and signed certification detailing funds disbursed for the project to include a description of the work, payment amounts, and dates of payments. PUD 1 shall maintain all documentation regarding the disbursement of grant funds under this program through the contract period and will provide those materials to Mason County electronically for future audit or other use.

## ATTACHMENT B

### COMPENSATION

In order to maximize the amount of utility assistance available to eligible residents financially impacted by the COVID-19 public health emergency, PUD 1 has agreed to waive any compensation under this agreement to cover its administrative costs.

DRAFT