



**Mason County PUD No. 1  
Regular Board Meeting  
August 27, 2024  
1:00 p.m.**

Join Zoom Meeting  
<https://us02web.zoom.us/j/85869053743>

Meeting ID: 858 6905 3743  
1 (253) 215-8782

**1) Call Regular Business Meeting to Order**

**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) Consent Agenda**

**Minutes:** Regular Board Meeting August 13, 2024

<b>Disbursements:</b>	Accounts Payable Wire	\$ 75,033.19
	Check Nos #125358 - #125417	\$ 154,261.22
	Payroll Wire	\$ 98,732.17
	<b>Grand Total</b>	<b>\$328,026.58</b>

**4) Business Agenda**

- a. Approve Funding Contract with Dept. of Fish & Wildlife for Duckabush Project
- b. July 2024 Financials

**5) Staff Reports**

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

**6) Correspondence**

**7) Board Comments**

**8) Other Business/Public Comment**

**9) Executive Session** may be held as authorized by the Open Public Meetings Act (RCW 42.30.110)

**10) Adjourn**

## 2024 Calendar

September 4	PPC Embassy Suites Portland Airport
September 5	PPC Embassy Suites Portland Airport
Sep 18-20	WPUDA Association meetings, location TBD
Sept 25-27	WPUDA Water Workshop, location TBD
Sept 25	WPAG Hybrid Meeting
October 2	PPC Embassy Suites Portland Airport
October 3	PPC Embassy Suites Portland Airport
<b>October 4</b>	<b>PUD 1 Customer Appreciation Event</b>
October 23-24	Energy Northwest Members Forum, Richland
October 31	WPAG Meeting, Virtual
November 6	PPC Town Hall Embassy Suites Portland Airport
November 7	PPC Annual Meeting Embassy Suites Portland Airport
Nov 13-15	WPUDA Association meetings, Olympia



**Mason County Public Utility District No. 1**  
Board of Commissioners Regular Board Meeting  
August 13, 2024, Potlatch, Washington

**Present:**

Jack Janda, President (via Zoom)  
Ron Gold, Vice President  
Mike Sheetz, Board Secretary  
Kristin Masteller, General Manager  
Katie Arnold, District Treasurer  
Brandy Milroy, Water Resource Manager  
Rob Johnson, Legal Counsel

**Visitors:** None

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

**PUBLIC COMMENT:** None.

**APPROVAL OF CONSENT AGENDA**

**Minutes:** Regular Board Meeting July 23, 2024

<b>Disbursements:</b>	Accounts Payable Wire	\$ 84,738.91
	Check Nos. 125273-125320	\$ 612,317.49
	Check Nos. 125323-125357	\$ 560,348.60
	Payroll Wire	\$ 104,809.00
	Check Nos. 125321-125322	\$ 1,513.71
	<b>Grand Total</b>	<b>\$1,363,727.71</b>

Ron made a motion to approve the consent agenda as presented; Mike seconded the motion. It passed unanimously.

**Business Agenda:**

**Motion to Correct Amount on the T3 Breaker Project Award** – Kristin noted that the amount she presented to the commission for approval was not the correct price. She asked the commission to re-award the contract at the correct amount.

Ron made a motion to amend the contracted award amount for the T3 Breaker Project to the correct amount of \$34,969.20, including tax; Mike seconded the motion. It passed unanimously.

**Duckabush Change Order No. 1**– Ron made a motion to approve the Duckabush Change Order No. 1 for materials in the amount of \$192,182.99, plus tax; Mike seconded the motion. It passed unanimously.

**Award Brinnon Pole Replacement Project to DJ’s Electrical**– Ron made a motion to award the Pole Replacement Project to DJ’s Electrical in the amount of \$125,320, plus tax; Mike seconded the motion. It passed unanimously.



**Updated Signature Authorization Form for Added Grant Funding to Hill Way Project**– Katie reported that the PUD received additional funding for the Hill Way Project cost overruns, which necessitates an updated signature form on the contract. Since Jack is attending virtually, she asked the board to approve Ron, as Vice President, to sign the contract.

Jack made a motion to authorize Ron Gold to sign the updated Signature Authorization form for Added Grant Funding for the Hill Way project; Mike seconded the motion. It passed unanimously.

**Resolution 2082- Updated Resolution Establishing a Small Works Roster**– Ron made a motion to approve Resolution No. 2082- Updating the Establishment of a Small Works Roster as presented; Mike seconded the motion. It passed unanimously.

### **Staff Reports –**

**General Manager** – Kristin reported that she and Jeremiah had the Manzanita Substation job show this morning. The cleanup activities for the transformer seem to be completed. The contractor mobilized in at the Duckabush project this week. WA Dept. of Fish & Wildlife has offered about \$467,000 in funding to assist in that project. DJ’s Electrical will start the pole replacements to accommodate the rest of Hood Canal Communication’s fiber buildout in August. Another DJ’s crew will pour the T3 Substation breaker pad next week for the circuit switch that needs to be installed to energize Manzanita Substation next spring. The crew is working on the distribution lines on Dalby Road for the future Manzanita Sub. They’ll be doing Manzanita distribution work the rest of the year in between other service jobs. The safety program this month is heat/smoke inhalation and vault rescue.

Kristin attended the PPC meetings and a later meeting with BPA Administrator John Hairston and his executive team members regarding market choice. She also met with Congressman Newhouse this month in Tacoma and has a meeting with Senator MacEwen’s office next week to talk about capital budget. She also reported that Energy Northwest has invited her and the Mason PUD 1 commissioners to dinner at Alderbrook this month following their retreat. Kristin and Katie are setting up interviews for electric superintendent candidates.

**District Treasurer** – Katie gave an update on the state audit. She also updated the commission on the status of FEMA applications. Katie reported that the customer service team has done a great job disbursing the \$200 credits for electric bills and that the interaction has prompted customers to get assistance in other areas where we offer bill assistance or rebates.

**Water Resource Manager** – Brandy gave an update on the well pumps at Island Lake Manor and Highland Park. She reported that Shadowood will go out to bid next month, finally, for construction.

**Legal Counsel** – Rob reviewed the MRSC Rosters resolution to ensure that the PUD was in compliance with the new apprenticeship utilization requirements.

**Correspondence** – None.



**Mason County Public Utility District No. 1**  
Board of Commissioners Regular Board Meeting  
August 13, 2024, Potlatch, Washington

**Board Reports –**

**Mike** – Attended the Public Power Council meetings virtually.

**Jack** – Attended the Public Power Council meetings virtually.

**Ron** – Attended the Public Power Council and the Western Public Agencies Group meetings virtually.

The commissioners then had a discussion with the General Manager about a flexible schedule plan that staff proposed, as well as recruitment and retention issues.

**PUBLIC COMMENT** – None.

**EXECUTIVE SESSION** – None.

**Adjourned: 2:16 p.m.**

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**Jack Janda, President**

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**Ron Gold, Vice President**

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**Mike Sheetz, Secretary**

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# Accounts Payable Check Register

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## 08/12/2024 To 08/23/2024

**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
1079 08/16/2024	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	42,364.97
1080 08/16/2024	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	18,561.15
1081 08/16/2024	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	10,229.25
1082 08/16/2024	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	3,636.36
1083 08/16/2024	WIRE	DSHS	DSHS	DEPARTMENT OF SOCIAL HEALTH SERVICES	241.46
125358 08/13/2024	CHK	2M COMPANY	2M COMPANY INC	WATER NON INVENTORY PARTS	5,538.04
125359 08/13/2024	CHK	ALTEC	ALTEC INDUSTRIES INC	VEHICLE #65-POLE SAW	2,754.09
125360 08/13/2024	CHK	ASW	ARCHBRIGHT	Q3 2024 L&I CLAIM ONLY SERVICE FEE	651.10
125361 08/13/2024	CHK	BRADLEY AIR C	BRADLEY AIR COMPANY	LOW INCOME HEAT PUMP-HEATHER WILLIAMS	6,000.00
125362 08/13/2024	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	SHOP SUPPLIES	65.21
125363 08/13/2024	CHK	CENTUR	CENTURYLINK	TELEPHONE CHARGES ACCT#206-Z05-0016 020	1,094.24
125364 08/13/2024	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	GAS & DIESEL	4,615.90
125365 08/13/2024	CHK	FEI 1539	FERGUSON WATERWORKS #3011	WATER DEPARTMENT TOOLS	109.72
125366 08/13/2024	CHK	FERRIER	JANIECE FERRIER	MONTHLY REIMBURSEMENT-#51058600	1,548.81
125367 08/13/2024	CHK	HARB 1	HARBOR SAW & SUPPLY INC.	SHOP SUPPLIES-CHAINS	2,291.54
125368 08/13/2024	CHK	HDFOWL	HD FOWLER COMPANY	WATER NON INVENTORY PARTS	702.45
125369 08/13/2024	CHK	MT VIEW LOCA	MT. VIEW LOCATING SERVICES, LLC	MONTHLY UNDERGROUND LOCATES	4,207.50
125370 08/13/2024	CHK	SOUTH SOUND	SOUTH SOUND APPLIANCE	LOW INCOME WASHER/DRYER-JIM BYRD	11,200.00
125371 08/13/2024	CHK	WPUDA	WASHINGTON PUD ASSOC.	MEETING-LUNCH & DINNER MIKE & KRISTIN	110.00
125372 08/13/2024	CHK	2	JAMES BOND	DUCTLESS HEATPUMP REBATE	800.00
125373 08/13/2024	CHK	2	RUEBEN LUDICK	DUCTLESS HEATPUMP REBATE-RUEBEN LUDICK	800.00
125374 08/13/2024	CHK	2	ANDREW WHITAKER	DUCTLESS HEATPUMP REBATE	800.00
125375 08/13/2024	CHK	2M COMPANY	2M COMPANY INC	WATER INVENTORY PARTS	8,280.40
125376 08/13/2024	CHK	ALTEC	ALTEC INDUSTRIES INC	VEHICLE #60-WINCH LINE	2,010.47
125377 08/13/2024	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	SUPPLIES FOR SIGN & MANZANITA SUBSTATION	336.02
125378 08/13/2024	CHK	ENGINEERING U	ENGINEERING UNLIMITED, INC	ELECTRIC NON INVENTORY-ONE SHOT SEALS	1,145.26

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## 08/12/2024 To 08/23/2024

**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
125379 08/13/2024	CHK	FEI 1539	FERGUSON WATERWORKS #3011	LAKE ARROWHEAD WATER-SAW BLADES	725.14
125380 08/13/2024	CHK	GENPAC	GENERAL PACIFIC INC	ELECTRIC NON INVENTORY PARTS	4,274.50
125381 08/13/2024	CHK	SHEL 2	MASON COUNTY JOURNAL	OVERPAID ON INV#0125151 CK#125228	85.50
125382 08/13/2024	CHK	NISC	NISC	PRINT SERVICES	15,046.79
125383 08/13/2024	CHK	STATE	STATE AUDITOR'S OFFICE	ACCOUNTABILITY & ENERGY COMPLIANCE AUDIT	18,253.80
125384 08/13/2024	CHK	TOZIER	TOZIER BROS, INC	SHOP SUPPLIES-SHOVELS	73.02
125385 08/13/2024	CHK	USA	USA BLUEBOOK	ISLAND LAKE MANOR WATER-CHLORINE	604.34
125386 08/13/2024	CHK	WAPITI	WAPITI AERIAL SERVICE INC	ANNUAL INSPECTION-HOT STICKS & INS.TRUCK	3,273.35
125387 08/13/2024	CHK	WPUDA	WASHINGTON PUD ASSOC.	2024 WATER WORKSHOP-BRANDY MILROY	900.00
125388 08/13/2024	CHK	DEPT 14	WASHINGTON STATE DEPARTMENT OF	2023 HAZARDOUS WASTE GENERATION FEE	65.00
125389 08/13/2024	CHK	WEST	WEST COAST MOBILE EQUIPMENT REP	VEHICLE #68-CHECKED FOR OIL LEAK	157.47
125390 08/13/2024	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	SHOP SUPPLIES-CHEVRON LUBRICATION	149.85
125391 08/13/2024	CHK	YORK	YORK, MIKE	CDL PHYSICAL	175.00
125392 08/16/2024	CHK	4-M HYDRO	4-M HYDRO SEEDING AND EROSION	CODUST CONTROL-UPPER SHOP GROUNDS	2,792.02
125393 08/16/2024	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	DIESEL	1,673.38
125394 08/16/2024	CHK	MASTELLER	KRISTIN MASTELLER	TRAVEL EXPENSE	356.12
125395 08/16/2024	CHK	POMP'S	POMP'S TIRE SERVICE INC	VEHICLE #71-NEW TIRE	439.68
125396 08/16/2024	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	1,131.04
125397 08/16/2024	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	200.00
125398 08/19/2024	CHK	2M COMPANY	2M COMPANY INC	WATER NON INVENTORY PARTS	84.43
125399 08/19/2024	CHK	ATWORK!	ATWORK! COMMERCIAL ENTERPRISES	MAY 2024 ONE-OFF PROJECT HERBICIDE APP	21,070.42
125400 08/19/2024	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	EQUIPMENT #114- & #119-PARTS	86.22
125401 08/19/2024	CHK	CENTURYLINK	CENTURYLINK	LONG DISTANCE & OUTBOUND CHARGES	79.48
125402 08/19/2024	CHK	MOTOR CONT	MOTORS AND CONTROLS	HIGHLAND PARK WATER-BOOSTER STATION	440.69
125403 08/19/2024	CHK	VERIZO	VERIZON WIRELESS	MONTHLY TABLETS & (4) CELLULAR CHARGES	515.65
125404 08/19/2024	CHK	WEST	WEST COAST MOBILE EQUIPMENT REP	EQUIPMENT #105-REPLACED TRACKS	549.52

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# Accounts Payable Check Register

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**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
125405 08/22/2024	CHK	ALCAD	ALCAD STANDBY BATTERIES	ELECTRIC INVENTORY-BATTERY CHARGER	3,095.54
125406 08/22/2024	CHK	ALTEC	ALTEC INDUSTRIES INC	SHOP-SUPPLIES (GRIPS)	285.08
125407 08/22/2024	CHK	ASW	ARCHBRIGHT	PRIVATE TEAM TRAINING-DRUG USE IN WORKPL	2,496.00
125408 08/22/2024	CHK	ATWORK!	ATWORK! COMMERCIAL ENTERPRISES	JULY LANDSCAPE MAINTENANCE	11,355.94
125409 08/22/2024	CHK	GDS ASSOCIATE	GDS ASSOCIATES, INC	MONTHLY WPAG EXPENSES	199.92
125410 08/22/2024	CHK	GONZALES, RU	RUDY GONZALES	TUITION REIMBURSEMENT	974.28
125411 08/22/2024	CHK	HDFOWL	HD FOWLER COMPANY	SEWER GRINDER PUMP	5,153.71
125412 08/22/2024	CHK	LES SCHWAB	LES SCHWAB WAREHOUSE CENTER	VEHICLE #81-REPAIR FLAT TIRE	58.02
125413 08/22/2024	CHK	NICHOL	NICHOLSON DRILLING, INC.		1,467.22
125414 08/22/2024	CHK	STANDARD PES	STANDARD PEST CONTROL	PEST CONTROL-(6)BAITSTATIONS	244.13
125415 08/22/2024	CHK	TOZIER	TOZIER BROS, INC	PROPANE-FORKLIFT	75.04
125416 08/22/2024	CHK	UNION	UNION HEIGHTS ROAD MAIN.	ANNUAL ASSESSMENT FEE	300.00
125417 08/22/2024	CHK	34	WASHINGTON ALARM, INC	MAINTENACE-PANIC ALARM SYSTEM	293.18
<b>Total Payments for Bank Account - 4 :</b>					(65) 229,294.41
<b>Total Voids for Bank Account - 4 :</b>					(0) 0.00
<b>Total for Bank Account - 4 :</b>					(65) 229,294.41
<b>Grand Total for Payments :</b>					(65) 229,294.41
<b>Grand Total for Voids :</b>					(0) 0.00
<b>Grand Total :</b>					(65) 229,294.41



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# Accounts Payable Check Register

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**PARAMETERS ENTERED:**

**Check Date:** 08/12/2024 To 08/23/2024

**Bank:** All

**Vendor:** All

**Check:**

**Journal:** All

**Format:** Summary

**Extended Reference:** No

**Sort By:** Check/Transaction

**Voids:** Current

**Payment Type:** All

**Group By Payment Type:** No

**Minimum Amount:** 0.00

**Authorization Listing:** No

**Credit Card Charges:** No



## INTERAGENCY AGREEMENT

<b>TITLE:</b> Utility Relocation for Duckabush Estuary Restoration Project	<b>WDFW NUMBER:</b> 24-25638
<b>CONTRACTOR:</b> Mason County PUD No. 1	<b>CONTRACT PERIOD:</b> 08/12/2024 to 12/31/2024
<b>TYPE:</b> Payable / Goods and Services / Interlocal	<b>CONTRACT VALUE:</b> \$467,662.49

**A. PARTIES TO THIS CONTRACT**

This Contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and Mason County PUD No. 1 (Contractor), 21971 N. Highway 101, Shelton, WA 98584; and shall be binding upon the agents and all persons acting by or through the parties.

**B. PURPOSE OF CONTRACT**

This contract sets out the terms and conditions by which the Contractor shall provide goods and/or services to WDFW.

**C. DESCRIPTION OF PROJECT**

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

- Attachment A - General Terms and Conditions
- Attachment B - Contract/Project Summary
- Attachment C - Statement of Work
- Attachment D - Bid Drawings

**D. PERIOD OF PERFORMANCE**

The performance period under this Contract shall commence on 08/12/2024 and terminate on 12/31/2024. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated, or the performance period extended pursuant to terms set forth in Attachment A.

**E. COMPENSATION / PAYMENT**

The total dollars provided by WDFW for this project shall not exceed \$467,662.49. The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this Contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Contractor not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any term or conditions of this contract.

**F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. By signing this Contract, the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this Contract.

**G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES**

The Contractor shall comply with, all applicable state, federal, and local laws, and regulations, including published WDFW policies, while performing under this Contract

**H. ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions as contained in this basic contract instrument.
- Attachment A - General Terms and Conditions.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**I. PROJECT MANAGERS**

The below named individuals for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to these individuals at the addresses below unless notified in writing of any change.

**Contractor's Project Manager**

Kristin Masteller  
21971 N Hwy 101  
Shelton Washington 98584  
(360) 8775249 x202  
[kristinm@mason-pud1.org](mailto:kristinm@mason-pud1.org)

**WDFW's Project Manager**

Theresa Mitchell  
P.O. Box 43200  
Olympia WA 98504-3200  
(360) 902-2750  
[theresa.mitchell@dfw.wa.gov](mailto:theresa.mitchell@dfw.wa.gov)

**J. ENTIRE CONTRACT**

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.


**K. APPROVAL**


This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

**IN WITNESS WHERE,** WDFW and the Contractor have signed this contract.

**MASON COUNTY PUD NO. 1**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

DocuSigned by:  
  
8/21/2024 | 8:58 AM PDT  
44DB71146C684B4  
SIGNATURE AND DATE

DocuSigned by:  
  
8/21/2024 | 3:03 PM PDT  
833412FC0879436  
SIGNATURE AND DATE

Kristin Masteller  
General Manager  
PRINTED NAME AND TITLE

Jeff Hugdahl  
Contracts Manager  
PRINTED NAME AND TITLE

**Attachment A -  
GENERAL TERMS AND CONDITIONS  
Interagency Agreements**

**DEFINITIONS**

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

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit, or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- E. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

**AMENDMENTS**

This contract 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.

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

The CONTRACTOR 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.

**ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred, or assigned by the CONTRACTOR without prior written consent of the AGENCY.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

**DISALLOWED COSTS**

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

**DISPUTES**

In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process and if applicable, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**DUPLICATE PAYMENT**

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**ENTIRE AGREEMENT**

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

**EQUIPMENT MANAGEMENT**

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, and video equipment; and firearms, boats and motorized vehicles of any value.

If the CONTRACTOR uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in

this contract. The AGENCY's Inventoriable Equipment provided to the CONTRACTOR shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The CONTRACTOR shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The CONTRACTOR shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

#### **FINAL INVOICE**

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

#### **GOVERNING LAW**

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

#### **HOLD HARMLESS**

Each party to this contract will be assigned and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. Both parties agree, to the extent permitted by law, to defend, protect, save, and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contract.

#### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **NONDISCRIMINATION**

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

#### **PREVAILING WAGE**

If any work performed by subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall ensure that its subcontractors pay the prevailing rate of

wages to all subcontractor workers, laborers, or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

#### **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, 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 contract.

#### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AGENCY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

#### **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 contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination" clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

#### **SEVERABILITY**

The provisions of this contract are intended to be severable. If

any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

**TERMINATION**

Either party may terminate this contract upon 30-days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

**TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this contract, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this contract may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 3/20/2015

**Attachment B -  
CONTRACT/PROJECT SUMMARY**

<b>TITLE:</b> Utility Relocation for Duckabush Estuary Restoration Project	<b>WDFW CONTRACT NUMBER:</b> 24-25638
<b>PERIOD:</b> 08/12/2024 to 12/31/2024 <b>CONTRACTOR:</b> Mason County PUD No. 1 <b>CONTRACTOR CONTACT:</b> Kristin Masteller (360) 8775249 x202 <b>CONTRACT TYPE:</b> Payable / Goods and Services / Interlocal	<b>WDFW MANAGER:</b> Theresa Mitchell (360) 902-2750

**SUMMARY CONTRACT DESCRIPTION:**

Mason PUD is the owner and operator of the electrical system in the project area and has coordinated with WSDOT and other telecom providers (Lumen, Astound (aka Wave Cable), Hood Canal Communications) to develop a utility relocation plan consistent with the needs of the habitat restoration project and the new Highway 101 alignment.

Mason PUD will complete utility work in support of the future Duckabush Estuary Restoration project. This work will consist of overhead and underground work, pole removal, and site prep identified as Phase 2 activities in the bid documents and drawings for 'Duckabush Line Relocation' dated 02/05/2024.

<b>Master Index Number(s):</b> 825J4			
<b>CFDA Number</b>	<b>Award Year</b>	<b>Award Number</b>	<b>Research &amp; Development?</b>
Not Applicable-----	-----	-----	-----



Attachment C  
Statement of Work

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Duckabush Utility Relocation Agreement Proposal 13 Aug 2024

**Contacts**

Mason PUD

Kristin Masteller  
General Manager, Mason County PUD #1  
21971 N Hwy 101  
Shelton WA, 98584  
(360) 877-5249 x 202  
[kristinm@mason-pud1.org](mailto:kristinm@mason-pud1.org)

WDFW

Theresa Mitchell  
Environmental Planner, Habitat Program  
Washington Department of Fish & Wildlife  
(360) 790-8252  
[Theresa.mitchell@dfw.wa.gov](mailto:Theresa.mitchell@dfw.wa.gov)

**Background**

As part of the Puget Sound Nearshore Ecosystem Restoration Project (PSNERP), the Washington Department of Fish and Wildlife (WDFW) and the U.S. Army Corps of Engineers (USACE) have identified a nearshore habitat restoration project at the mouth of the Duckabush River.

A substantial feature of this habitat restoration project is to allow natural habitat forming processes to be restored by removing or reducing impacts to the estuary caused by U.S. Highway 101 (US 101) operated by the Washington State Department of Transportation (WSDOT) and associated infrastructure.

WDFW, USACE, and WSDOT are designing the habitat restoration project collaboratively and have identified utility relocation work necessary to support both construction phase activities, and the final project design.

Mason PUD is the owner and operator of the electrical system in the project area and has coordinated with WSDOT and other telecom providers (Lumen, Astound (aka Wave Cable), Hood Canal Communications) to develop a utility relocation plan consistent with the needs of the habitat restoration project and the new Highway 101 alignment.

**Statement of Work**

Mason PUD will complete utility work in support of the future Duckabush Estuary Restoration project. This work will consist of overhead and underground work, pole removal, and site prep identified as Phase 2 activities in the bid documents and drawings for ‘Duckabush Line Relocation’ dated 02/05/2024.

**Deliverables**

Task	Deliverable	Date
Substantial Completion of Phase 2 Duckabush Line Relocation	Certificate of Completion	December 31, 2024

**Contract Date**

August 12, 2024 – December 31, 2024

**Contract Amount**

\$467,662.49





## PUD1 – Executive Summary – July 2024

This report summarizes information on the current financial status of Mason County PUD No. 1 for the month of July 2024:

- **Work in Progress:**
  - Grant Applications – Ongoing
  - 2019 / 2020 CETA Audit
  - 2023 Financial Audit, 2023 Federal Audit, 2020 / 2023 Accountability Audit
  
- **Completed Projects:**
  - 2024 Budget
  - 2023 Privilege Tax Return (Due 2/29/24)
  - 2023 EIA Report (Due 4/30/24)
  - 2023 Form 7 (Due 3/31/24)
  - 2023 Annual Report (Due 05/30/24)
  
- **Planned Key Milestones, Activities and / or Events:**
  - Long range financial and budgetary planning – ongoing.

### Financial Highlights:

- Revenue – Gross Revenue was \$993,505 for the month of July 2024.
- Expenditures – Gross expenditures were \$941,659 for the month of July 2024.
- As of July 30, the PUD has \$491,053 in grant reimbursements outstanding for ongoing projects, which is an equivalent of about 19 days of our cash on hand.

Financial Metrics as Compared with Prior Year:	July 2024	July 2023
Total General Cash and Investments	\$1,066,526	\$1,1773,298
Current Ratio (Current Assets/Current Liabilities)	2.25 to 1	2.44 to 1
Debt Service Coverage (O&M/ Debt Service)	3.44	3.18
Long-Term Debt to Net Plant	25%	31%
Total Debt to Equity Ratio (Total Liabilities/Total Equity)	33%	39%
Long Term Debt to Equity Ratio (Long Term Debt / Total Equity)	29%	35%
Times Interest Earned Ratio (Earnings before Interest & Taxes/Total Interest)	6.11	4.44
Cash on Hand (Total Available Cash/Average Daily Costs)	40 Days (General) 165 Days (All Funds)	66 Days (General) 176 Days (All Funds)



## Mason County PUD No 1

*Budget Summary by Division For the Month Ended July 31, 2024*

	<u>Electric</u>	<u>Water</u>	<u>Sewer</u>	<u>Totals</u>
<b>Total Revenue</b>	\$ 720,777.59	\$ 271,695.43	\$ 1,032.19	\$ 993,505.21
<b>Budgeted</b>	\$ 745,986.00	\$ 277,399.31	\$ 989.93	\$ 1,024,375.24
<b>Difference (-/+)</b>	\$ (25,208.41)	\$ (5,703.88)	\$ 42.26	\$ (30,870.03)
<b>% of Budget</b>	97%	98%	104%	97%
<b>Total Expenditures</b>	\$ 725,880.67	\$ 213,675.29	\$ 2,102.84	\$ 941,658.80
<b>Budgeted</b>	\$ 776,439.86	\$ 232,156.10	\$ 527.76	\$ 1,009,123.72
<b>Difference (-/+)</b>	\$ (50,559.19)	\$ (18,480.81)	\$ 1,575.08	\$ (67,464.92)
<b>% of Budget</b>	93%	92%	398%	93%
<b>Net Operating Margins</b>	\$ (5,103.08)	\$ 58,020.14	\$ (1,070.65)	\$ 51,846.41
<b>Budgeted</b>	\$ (30,453.86)	\$ 45,243.21	\$ 462.17	\$ 15,251.52
<b>Difference (-/+)</b>	\$ 25,350.78	\$ 12,776.93	\$ (1,532.82)	\$ 36,594.89
<b>% of Budget</b>	17%	128%	-232%	340%



## Mason County PUD No 1

Budget Summary by Division for the Seven Months Ended July 31, 2024

	<u>Electric</u>	<u>Water</u>	<u>Sewer</u>	<u>Totals</u>
<b>Total Revenue</b>	\$ 7,043,329.61	\$ 1,712,381.00	\$ 7,369.97	\$ 8,763,080.58
<b>2024 Budget</b>	\$ 11,337,957.00	\$ 2,946,410.00	\$ 12,222.00	\$ 14,296,589.00
<b>Difference (-/+)</b>	\$ (4,294,627.39)	\$ (1,234,029.00)	\$ (4,852.03)	\$ (5,533,508.42)
<b>% of Budget</b>	62%	58%	60%	61%
<b>Total Expenditures</b>	\$ 5,907,902.81	\$ 1,263,477.19	\$ 4,357.63	\$ 7,175,737.63
<b>2024 Budget</b>	\$ 10,447,134.00	\$ 2,563,896.00	\$ 9,580.00	\$ 13,020,610.00
<b>Difference (-/+)</b>	\$ (4,539,231.19)	\$ (1,300,418.81)	\$ (5,222.37)	\$ (5,844,872.37)
<b>% of Budget</b>	57%	49%	45%	55%
<b>Net Operating Margins</b>	\$ 1,135,426.80	\$ 448,903.81	\$ 3,012.34	\$ 1,587,342.95
<b>2024 Budget</b>	\$ 890,823.00	\$ 382,514.00	\$ 2,642.00	\$ 1,275,979.00
<b>Difference (-/+)</b>	\$ 244,603.80	\$ 66,389.81	\$ 370.34	\$ 311,363.95
<b>% of Budget</b>	127%	117%	114%	124%
<b>Cash Flow</b>				
<b>Beginning Cash (General Fund)</b>	<b>71,824.92</b>	<b>88,805.73</b>	<b>4,195.20</b>	<b>164,825.85</b>
Net Operating Margin (Excluding Depreciation)	2,645,172.64	3,356,480.28	3,012.34	6,004,665.26
Cash Transferred to / from Special Funds	815,048.18	(212,180.59)	(541.85)	602,325.74
Change in Accounts Receivable	318,263.59	347,751.69	(2,448.80)	663,566.48
Change in Accounts Payable	260,011.89	5,898.22	-	265,910.11
Cash Expended on Utility Plant	(2,132,943.56)	(322,961.97)	0.00	(2,455,905.53)
Change in CWIP	(1,894,086.59)	(3,173,723.35)	(21.69)	(5,067,831.63)
<b>Ending Cash (General Fund)</b>	<b>83,291.07</b>	<b>90,070.01</b>	<b>4,195.20</b>	<b>177,556.28</b>



**Mason County PUD No. 1**

*Cash & Investment Balances*

As of July 31, 2024

Cash Balances

Cash - General Funds

\$ 177,556.28

*Cash - Restricted*

\$ 86,739.93

**Total Cash**

\$ 264,296.21

Investment Balances (LGIP)

Investments - Electric

\$ 568,091.02

Investments - Sewer

\$ 10,643.31

Investments - Water

\$ 223,495.09

**Total Investments**

\$ 802,229.42

**Total Cash & Investments**

\$ 1,066,525.63

*\*\*Does Not Include Designated Funds*