



Mason County PUD No. 1
Regular Board Meeting
March 11, 2025
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. Regular Board Meeting

- 1) 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.*

2) Consent Agenda

Minutes: Regular Board Meeting February 25, 2025

Disbursements:	Accounts Payable Wire	\$299,650.15
	Check Nos. 126263 - 126272	\$ 63,434.75
	Check Nos. 126274 - 126358	\$735,289.04
	Payroll Wire	\$ 94,116.20
	Check Nos. 126273	\$ 6,629.48
	Grand Total	\$1,199,119.62

3) Business Agenda

- Approve 1st Quarter Write-Offs to Collections
- Vacate Alderbrook Easements
- Authorize the GM to sign the Utility Relocation Grant Contract with Commerce
- Authorize the GM to sign the Grant Contract with DoH for Well Decommissioning

4) Staff Reports

- General Manager
- District Treasurer
- Water Resource Manager
- Legal Counsel

5) Correspondence

6) Board Comments

7) Other Business/Public Comment

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

9) Adjournment

2025 Calendar

Mar 19-21	WPUDA Association Meetings	Olympia
Mar 27	WPUDA Water Committee	Zoom
April 2 & 3	Public Power Council	Virtual
April 23-25	WPUDA Annual Conference	Vancouver
May 7 & 8	Public Power Council	Sheraton Portland Airport
May 19-22	NWPPA Annual Conference	Santa Rosa, CA
June 5-6	Public Power Council	Portland
June 6-11	APPA National Conference	New Orleans, LA
June 26	WPUDA Water Committee	Zoom
July 16-18	WPUDA Association Meetings	Skagit PUD
Aug 6 & 7	Public Power Council	Portland
Sept 3 & 4	Public Power Council	Portland
Sept 17-19	WPUDA Association Meetings	Grant PUD
Sept 24-26	WPUDA Water Workshop	TBD
Oct 1 & 2	Public Power Council	Portland
Oct TBD	WPUDA/Energy Northwest Forum	Kennewick
Nov 12-14	WPUDA Association Meetings	TBD
Nov 5 & 6	Public Power Council Annual Meeting	Portland



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
February 25, 2025 Potlatch, Washington

Present:

Ron Gold, President (Zoom)
Mike Sheetz, Vice President
Jack Janda, Board Secretary (Zoom)
Katie Arnold, District Treasurer
Brandy Milroy, Water Resource Manager
Jeremiah Waugh, Engineering Manager (Zoom)
Rob Johnson, Legal Counsel

Visitors: None

Excused: Kristin Masteller, General Manager

CALL TO ORDER: Ron called the regular meeting to order at 1:00 p.m.

PUBLIC COMMENT: None

APPROVAL OF CONSENT AGENDA:

Minutes:	Regular Board Meeting February 11, 2025	
Disbursements:	Accounts Payable Wire	\$482,012.28
	Check Nos. 126196-126262	\$781,002.24
	Payroll Wire	\$93,610.33
	Grand Total	\$1,356,624.85

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

Business Agenda:

Avian Protection Plan – Jack made a motion to approve the Aviation Protection Plan, Mike seconded the motion. It passed unanimously.

2025 Prequalified Electrical Contractors Roster – Jack made a motion to approve the 2025 Electrical Prequalified Electrical Contractors Roster, Mike seconded the motion. It passed unanimously.

Staff Reports –

General Manager – Katie reported on behalf of Kristin that Holly Paul will start on March 3rd in the Business Services Coordinator position. Kristin is currently in DC this week with WPUA for the American Public Power Rally. She is the lead speaker for culvert / utility relocation funding for both Senator Cantwell and Senator Murray's offices as well as Rep. Emily Randall. Kristin testified with Bill Clarke and George Sihdu on Senate Bill 5690 last week to promote a bill Drew MacEwen sponsored that would



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
February 25, 2025 Potlatch, Washington

required greater WSDOT coordination and federal grant writing for utility relocations related to fish passage projects. During the last board meeting, she joined Clark Mather from Northwest River Partners and the Washington Association of Port Districts at a legislative meeting to discuss the value of hydro and the federal system. She also met with Kevin Shutty, EDC Director, Tom Strong from Skokomish, and the new Economic Development District executive director to talk about PUD and tribal infrastructure projects that need funding. We received two source water protection grants from DOH – one for \$96,000 to expand our ground water modeling project with Aspect, and one for \$50,000 to decommission four wells that have been on our to-do list forever. We submitted our \$5.5 million grant to the USFS Community Wildfire Defense Grant Program for tree trimming and highline truck, VM equipment and will hear back on that shortly. We also submitted the concept paper for the Energy Improvements in Rural or Remote Areas grant program. This is for just over \$13 million in rebuilds in five areas of our system. If we make it through this round, we'll be invited to send in a full application. This one has a 25% match, so we are working on the funding plan to come up with the \$2.5 million if we are funded. Kristin has already had meetings with the 24th and 35th state representatives about this and they are committed to work on a funding package through the state for the matching funds. That is not guaranteed, but is a good sign they'd come up with the match, or at least a good portion.

District Treasurer – Katie stated that staff met with WA State Emergency Management last week for the kick-off meeting for the \$3.6 million Resiliency FEMA grant. They'll schedule a longer visit when time allows to tour the various project sites and get pictures. We are working on preparing the projects to go out to bid. She also said we were awarded the Diamond Safety award through APPA, which is the highest level of award. We'll be recognized at their annual conference and receive a plaque. She and Lili attended WPUDA Day on the Hill last week and manned the PUD 1 booth.

Water Resource Manager – Brandy reported that she had the Shadowood pre-bid walk through today with 18 people attending. The water crew will be having an overnight outage in Union on Wednesday to prepare for DOT culvert replacement. She and Jeremiah are currently reviewing applications for the Water GIS Tech position that closes on Friday the 28th. She also reported that we received word from Department of Health that our water project that would connect 5 systems in Shelton will receive 100% grant funding through SRF's PFAS funding as long as the federal budget passes. This is exciting news, since it's a \$5 million project!

Legal Counsel – None.

Correspondence – Bonneville Power Administration letter regarding upcoming contract for 2025.

Board Reports –

Mike – Mike attended WPUDA Day on the Hill last week.

Jack – No report.

Ron – Ron stated he'll be attending a Hood Canal Coordinating Council site visit for projects in the Skokomish Valley.



Mason County Public Utility District No. 1
Board of Commissioners Regular Board Meeting
February 25, 2025 Potlatch, Washington

PUBLIC COMMENT – None.

EXECUTIVE SESSION – None

Adjournment: 1:30 p.m.

Ron Gold, President

Mike Sheetz, Vice President

Jack Janda, Secretary

03/07/2025 10:55:24 AM

Accounts Payable Check Register

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02/21/2025 To 03/06/2025

Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
1196 03/03/2025	WIRE	IRS	WEST COAST BANK	FEDERAL TAX LIABILITY	41,163.76
1197 03/03/2025	WIRE	WASH 1	WA DEPT OF RETIREMENT SYS	STATE RETIREMENT - PLAN 2	22,535.72
1198 03/03/2025	WIRE	WASH 7	WA STATE TREAS-MS: PO-11	DEFERRED COMPENSATION	13,051.76
1199 03/03/2025	WIRE	HRA	HRA VEBA TRUST CONTRIBUTI	VEBA MEDICAL SAVINGS	3,613.15
1200 03/03/2025	WIRE	DSHS	DSHS	DEPARTMENT OF SOCIAL HEALTH SERVICES	241.45
1201 02/25/2025	WIRE	WASH 22	WASHINGTON STATE DEPT OF REVEN	2024 PUD PRIVILEGE TAX	219,044.31
126263 02/21/2025	CHK	EXCELSIOR CLE	EXCELSIOR CLEANING	MONTHLY JANITORIAL SERVICES	1,282.50
126264 02/24/2025	CHK	37	JORDAN ADAMS	CLOTHING ALLOWANCE REIMBURSEMENT	350.00
126265 02/24/2025	CHK	GRAYJU	GRAY, JULIE	MONTHLY REIMBRUSEMENT	930.75
126266 02/25/2025	CHK	CAROW	CAROW, CINDI	MONTHLY REIMBURSEMENT	468.23
126267 02/25/2025	CHK	MUNCHR	MUNCH, ROY	MONTHLY REIMBURSEMENT	892.22
126268 02/25/2025	CHK	WASH 22	WASHINGTON STATE DEPT OF REVEN	2024 PUD PRIVILEGE TAX	219,044.31VOID
126269 02/28/2025	CHK	WASH 8	WASHINGTON STATE	FEBRUARY 2025-HEALTH, DENTAL, & LTD	54,660.47
126270 02/28/2025	CHK	2	PAM SCHLAUDERHAFF	INACTIVE REFUND	64.32
126271 02/28/2025	CHK	2	NATALIE THARP	INACTIVE REFUND	921.66
126272 03/03/2025	CHK	DOH	DEPARTMENT OF HEALTH	2025 OPERATING PERMIT & CERT. SYSTEM FEE	3,864.60
126274 03/03/2025	CHK	IBEW	IBEW LOCAL UNION #77	UNION DUES	1,135.80
126275 03/03/2025	CHK	PUDEMP	PUD #1 EMPLOYEE FUND	EMPLOYEE FUND	220.00
126276 03/03/2025	CHK	2M COMPANY	2M COMPANY INC	WATER NON INVENTORY PARTS	921.62
126277 03/03/2025	CHK	AFLAC	AFLAC	SUPPLEMENTAL INSURANCE	145.04
126278 03/03/2025	CHK	BLACK	BLACK STAR	24" X 24" ALUMINUM SIGNS-SUB STATIONS	1,668.10
126279 03/03/2025	CHK	BRADLEY AIR C	BRADLEY AIR COMPANY	LOW INCOME DUCTLESS HEATPUMP-P. O'NEIL	18,000.00
126280 03/03/2025	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	LEAK REPAIRS SUPPLIES-SHOP ROOF	51.14
126281 03/03/2025	CHK	CAPIT2	CAPITAL INDUSTRIAL, INC.	EQUIPMENT #108-MARKING STAKESS & GLOVES	162.54
126282 03/03/2025	CHK	CENTUR	CENTURYLINK	TELEPHONE CHARGES ACCT#333887863	1,119.98
126283 03/03/2025	CHK	CENTURYLINK	CENTURYLINK	LONG DISTANCE & OUTBOUND CHARGES	80.44

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Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126284 03/03/2025	CHK	CSM HEATING	CSM HEATING & COOLING	VARIABLE SPEED HEAT PUMP-CORBELL GAMBER	1,200.00
126285 03/03/2025	CHK	CSM HEATING	CSM HEATING & COOLING	DUCTLESS HEATPUMP REBATE-PATTY GOULEY	800.00
126286 03/03/2025	CHK	DAY	DAY WIRELESS SYSTEMS	RECURRING CHARGES-TWO WAY RADIO 21 UNITS	562.58
126287 03/03/2025	CHK	DJ'S ELECTRICA	DJ'S ELECTRICAL INC	2024 BRINNON POLE REPLACEMENT-RETAINAGE	6,266.00
126288 03/03/2025	CHK	DON SMALL & S	DON SMALL & SONS OIL DIST	DIESEL & GAS	8,145.10
126289 03/03/2025	CHK	FICS	FASTENAL COMPANY	MANZANITA SUB STATION PROJECT	1,257.00
126290 03/03/2025	CHK	FERREL	FERRELLGAS - 0806	AGATE BEACH WATER-PROPANE	814.42
126291 03/03/2025	CHK	FOSTER	FOSTER GARVEY PC	WATER RIGHTS ADVICE	2,760.00
126292 03/03/2025	CHK	GORDON TRUC	FREIGHTLINER NORTHWEST OLYMPIA	VEHICLE #81 & #82-FUEL & LUBE FILTER	761.20
126293 03/03/2025	CHK	GDS ASSOCIATE	GDS ASSOCIATES, INC	MONTHLY WPAG EXPENSES	423.66
126294 03/03/2025	CHK	GE SOFTWARE	GE SOFTWARE INC DBA EKOS	EKOS FUEL SITE MODULE	80.00
126295 03/03/2025	CHK	GENPAC	GENERAL PACIFIC INC	ELECTRIC NON INVENTORY-PARTS	177,292.61
126296 03/03/2025	CHK	GRAIN	GRAINGER	ELECTRIC TOOL-CRIMPING DIE SET	2,369.50
126297 03/03/2025	CHK	GRAY	GRAY & OSBORNE, INC	VUEWCREST RESERVOIR AND BOOSTER STATION	6,598.12
126298 03/03/2025	CHK	HASTINGS FIBE	HASTINGS FIBER GLASS PRODUCTS, IN	ELECTRIC TOOL-REGULATOR NEUTRAL DETECTOR	2,530.74
126299 03/03/2025	CHK	HDFOWL	HD FOWLER COMPANY	UNION WATER SUPPLIES	2,300.99
126300 03/03/2025	CHK	HOODCA	HOOD CANAL COMMUNICATIONS	INTERNET, IT SERVICES, & ALARM DIALER	5,444.81
126301 03/03/2025	CHK	HOOD CANAL	HOOD CANAL MARKET FRESH	VEHICLE #60-CAULKING	607.44
126302 03/03/2025	CHK	J&I	J & I POWER EQUIPMENT INC	EQUIPMENT #106-WASHER NOZZLE & FILTER	5,704.07
126303 03/03/2025	CHK	KESTER	KESTER, GREGORY C.	MONTHLY REIMBURSEMENT	1,655.02
126304 03/03/2025	CHK	LARRY BROWN	LARRY BROWN CONSTRUCTION, INC	VUECREST RESERVOIR PROJECT	98,130.05
126305 03/03/2025	CHK	LAKESIDE IND	LB# 1086, LAKESIDE INDUSTRIES	LAKE ARROWHEAD WATER-PATCH PAVING RETAIN	2,400.00
126306 03/03/2025	CHK	LES SCHWAB	LES SCHWAB WAREHOUSE CENTER	VEHICLE #64-THRUST ANGLE ALIGNMENT	130.67
126307 03/03/2025	CHK	SHEL 2	MASON COUNTY JOURNAL	SHADOWOOD WATER SYSTEM IMPROVEMENTS	3,104.00
126308 03/03/2025	CHK	MEGUIRE WHIT	MEGUIRE WHITNEY	GRANT WRITING	3,150.00
126309 03/03/2025	CHK	NISC	NISC	PRINT SERVICES	15,351.95

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02/21/2025 To 03/06/2025

Bank Account: 4 - UMPQUA BANK - DISTRICT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
126310 03/03/2025	CHK	28	PETRO CARD	BULK OIL	1,068.88
126311 03/03/2025	CHK	PLATT ELECTRI	PLATT	METER SHOP SUPPLIES	222.13
126312 03/03/2025	CHK	JOHN 3	ROBERT W. JOHNSON	MONTHLY RETAINER FEES	4,506.25
126313 03/03/2025	CHK	ROGNLIN'S	ROGNLIN'S, INC	AGATE BEACH WATER SYSTEM PHASE 3	161,838.98
126314 03/03/2025	CHK	SOUTH SOUND	SOUTH SOUND APPLIANCE	LOW INCOME WASHER/DRYER-DAN RAGAN	11,200.00
126315 03/03/2025	CHK	SPECTRA LAB	SPECTRA LABORATORIES - KITSAP, LL	REFUND-IDEXX BOTTLES	1,630.84
126316 03/03/2025	CHK	SPIKES	SPIKES HYDRAULICS & EQUIP	EQUIPMENT #114-SWIVEL FITTINGS	411.96
126317 03/03/2025	CHK	TOZIER	TOZIER BROS, INC	SHOVELS	48.68
126318 03/03/2025	CHK	USA	USA BLUEBOOK	WATER TREATMENT PARTS	1,880.51
126319 03/03/2025	CHK	VERIZO	VERIZON WIRELESS	ISLAND LAKE MANOR, BEL AIRE,& SHADOWOOD	75.10
126320 03/03/2025	CHK	34	WASHINGTON ALARM, INC	MONTHLY BILLING - SECURITY SYSTEM SHOP	218.73
126321 03/03/2025	CHK	WPUDA	WASHINGTON PUD ASSOC.	WPUDA POWER LUNCH-3/20/25 MIKE & KRISTIN	50.00
126322 03/03/2025	CHK	WATER	WATER MGMT LABS	BAY EAST WATER-TRIHALOMETHANES SAMPLE	453.00
126323 03/03/2025	CHK	WATERPAK	WATERPAK	ANNUAL DUES	50.00
126324 03/03/2025	CHK	WEST	WEST COAST MOBILE EQUIPMENT REP	VEHICLE #64-CHECKED BALL JOINT & CONTROL	1,878.78
126325 03/03/2025	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	SHOP SUPPLIES	857.35
126326 03/03/2025	CHK	2	ANNE C CRAFF	HEAT PUMP UPGRADE REBATE	200.00
126327 03/03/2025	CHK	2	OLYMPIC REGION CLEAN AIR AGENCY	DEMOLITION FEE-1681 E MCREAVY RD HOUSE	46.00
126328 03/05/2025	CHK	MASON7	MASON COUNTY AUDITOR	(9)ELECTRIC EASEMENT AGREEMENTS	2,740.50
126329 03/05/2025	CHK	A WORKSAFE	A WORKSAFE SERVICE, INC	ON SITE DRUG/ALCOHOL COLLECTION	300.40
126330 03/05/2025	CHK	BENTLEY SYSTE	BENTLEY SYSTEMS, INC	SPIDAcalc PPA SOFTWARE	2,486.94
126331 03/05/2025	CHK	BUILDERS	BUILDERS FIRSTSOURCE, INC	WATER NON INVENT. PARTS-HWY 106 CULVERT	327.20
126332 03/05/2025	CHK	CITI CARDS	CITI CARDS	MO.CITI CARD CHARGES-ACCOUNT ENDING#4326	29,523.69
126333 03/05/2025	CHK	COLONI	COLONIAL LIFE INSURANCE	SUPPLEMENTAL INSURANCE	601.89
126334 03/05/2025	CHK	CRC	COOPERATIVE RESPONSE CENTER, INC	AFTER HOURS ANSWERING SERVICE	2,339.27
126335 03/05/2025	CHK	EXCELSIOR CLE	EXCELSIOR CLEANING	MONTHLY JANITORIAL SERVICES	1,282.50

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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
126336 03/05/2025	CHK	FERRIER	JANIECE FERRIER	MONTHLY REIMBURSEMENT-#51058600	1,671.89
126337 03/05/2025	CHK	G&W	G&W ELECTRIC	ELECTRIC INVENTORY-PADMOUNT SWITCH	96,349.09
126338 03/05/2025	CHK	62	JOSH GARLOCK	TRAVEL EXP.REIMBURS.-EAST/WEST SUPERIND	191.00
126339 03/05/2025	CHK	GOLDSTREET	GOLDSTREET DESIGN AGENCY, INC.	WEBSITE HOSTING	50.00
126340 03/05/2025	CHK	HARB 1	HARBOR SAW & SUPPLY INC.	CHAINSAW REPAIR-VEHICLE #65	351.16
126341 03/05/2025	CHK	JEFF CO PUD	JEFFERSON COUNTY PUD	(10)HOTSTICK BAGS	512.77
126342 03/05/2025	CHK	MASTELLER	KRISTIN MASTELLER	FEBRUARY-TRAVEL EXPENSE REIMBURSEMENT	1,578.75
126343 03/05/2025	CHK	NATIONAL MET	NATIONAL METERING & TECHNICAL S	METER UPGRADES 1/27/25-2/13/25	11,310.00
126344 03/05/2025	CHK	NWSS	NORTHWEST SAFETY SERVICE LLC	SAFETY TRAINING fFEBRUARY 13, 2025	1,136.25
126345 03/05/2025	CHK	ONLINE	ONLINE INFORMATION SERVIC	ONLINE CREDIT REPORTING	92.50
126346 03/05/2025	CHK	POWER ENGINE	POWER ENGINEERS	MANZANITA SUBSTATION ENGINEERING & TEST	3,904.41
126347 03/05/2025	CHK	RICOH USA	RICOH USA, INC.	RENT ON TWO MACHINES & ADDITIONAL IMAGES	897.41
126348 03/05/2025	CHK	RWC GROUP	RWC GROUP	(110)GALLONS OF DEF	298.65
126349 03/05/2025	CHK	SHEETZ, MIKE	MIKE SHEETZ	FEBRUARY TRAVEL EXPENSE	448.60
126350 03/05/2025	CHK	52	TYLER SPEAKS	CLOTHING ALLOWANCE	301.85
126351 03/05/2025	CHK	TOZIER	TOZIER BROS, INC	SHOP SUPPLIES	29.37
126352 03/05/2025	CHK	UTILI1	UTILITIES UNDERGROUND LOCATION	MONTHLY ELECTRIC LOCATES	87.75
126353 03/05/2025	CHK	46	KOBE VIND	DOT EXAM FEE	175.00
126354 03/05/2025	CHK	WEST	WEST COAST MOBILE EQUIPMENT REP	VEHICLE #81-REPAIR GO LIGHT	483.27
126355 03/05/2025	CHK	NAPA AUTO PA	WESTBAY NAPA AUTO PARTS	VEHICLE #67-TRAILER BALL	138.22
126356 03/05/2025	CHK	WHITEWOLF EN	WHITEWOLF ENGINEERING SERVICES	CANAL VIEW WATER SYSTEM IMPROVEMENTS	6,739.50
126357 03/06/2025	CHK	MARSH	MARSH MUNDORF PRATT & SUL	WPAG MONTHLY FEES	260.87
126358 03/06/2025	CHK	US BANK-CCC	US BANK	MO.CREDIT CARD 4484 7345 5001 2554	8,696.56

Total Payments for Bank Account - 4 : (100) 1,098,373.94

Total Voids for Bank Account - 4 : (1) 219,044.31

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**Accounts Payable
Check Register**

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02/21/2025 To 03/06/2025**Bank Account: 4 - UMPQUA BANK - DISTRICT**

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Bank Account - 4 :					(101) 1,317,418.25
Grand Total for Payments :					(100) 1,098,373.94
Grand Total for Voids :					(1) 219,044.31
Grand Total :					(101) 1,317,418.25

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10:55:24 AM

Accounts Payable Check Register

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PARAMETERS ENTERED:**Check Date:** 02/21/2025 To 03/06/2025**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

Final Bill Date 8/31/24					
Customer	Account	Provider	Sort Name	Total AR	Reason
206879	1816806	PUDEL	MORALES AMANDA	\$ 1,538.02	DNP Cutoff
207045	2569202	PUDEL	REPON SUSAN	\$ 168.73	Moved
206418	6024401	PUDEL	CHAMBERS LISA	\$ 526.96	Moved
206418	7093802	PUDEL	CHAMBERS LISA	\$ 351.23	Moved
207461	7858407	PUDEL	SMITH BRIAN	\$ 150.42	Moved
207461	7858407	PUDWA	SMITH BRIAN	\$ 113.01	Moved
207215	8673603	PUDEL	CADAVID MARIELA	\$ 108.92	Moved
207215	8673603	PUDWA	CADAVID MARIELA	\$ 79.46	Moved
207611	9043104	PUDEL	QUINIOLA VICTORIA	\$ 620.59	Moved
7193	9462300	PUDWA	SCHIRMER WILLIAM	\$ 214.13	Moved
207639	11191404	PUDEL	FIGUEROA IZAZAGA DAVID	\$ 436.33	Moved
206464	12009702	PUDEL	LUNDEEN DAVID	\$ 344.96	DNP Cutoff
208135	20008004	PUDWA	FREDERICKSEN GREG	\$ 31.20	Moved
207733	20055610	PUDEL	LINDSDEY KENNETH	\$ 506.00	DNP Cutoff
207503	20099708	PUDEL	OWENS ABIGAIL	\$ 87.45	Moved
204832	20241900	PUDWA	TRATNICK STEFANIE A	\$ 3,196.35	DNP Cutoff
206357	20282002	PUDWA	HAUSMAN JOHN	\$ 42.05	Moved
205209	20283800	PUDWA	CASH TONY	\$ 177.04	Moved
206601	20320000	PUDWA	SPASYUK TIM	\$ 377.49	DNP Cutoff
			Total Proposed to go to Collections	\$ 9,070.34	

** Meter Tamper Fee

468	4604500	PUDEL	KALLAPPA BILL	\$ 737.69	Deceased
5351	8048100	PUDEL	RAMOS RAIN	\$ 528.75	Deceased
5351	8048100	PUDWA	RAMOS RAIN	\$ 318.27	Deceased
206025	20272301	PUDWA	WILLIAMS DARRELL	\$ 468.65	Deceased
206151	20307900	PUDWA	KENNEDY KENNETH	\$ 118.54	Deceased
			Total Deceased to Write Off	\$ 2,171.90	

13	PUDEL	\$ 9,070.34	**3,196.35 was Meter Tamper Fee
11	PUDWA	\$ 2,171.90	
24	TOTAL	\$ 11,242.24	
5	DNP Cutoff		
14	Moved		
0	Business Sold		
5	Deceased		
24	Total		



Request to Vacate Easements

Subject: Alderbrook Properties are requesting to vacate utility easements for parcel combinations.

Stance: PUD 1 move that the Board approve the proposed request from Alderbrook Properties.

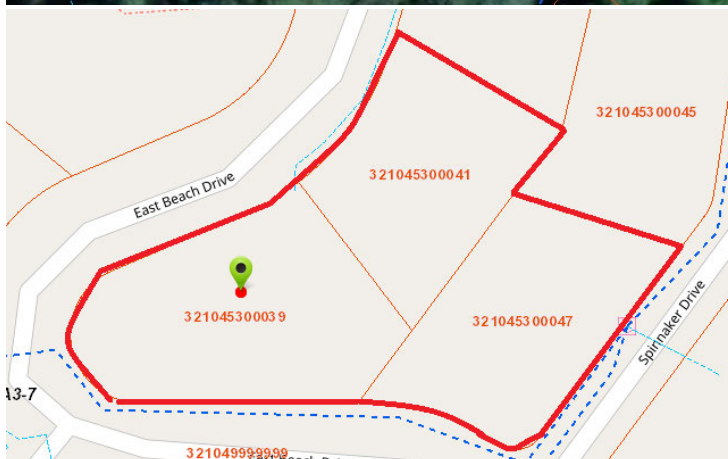
Explanation of Motion: Alderbrook Properties would like to remove the utility easements on six (6) lots that they have grouped together. Both lot combinations have been checked and there are no utilities crossing the parcels, nor do we show any recorded easements that need to be vacated in order to move forward

Group 1 Parcel Numbers:

32104-53-00039

32104-53-00041

32104-53-00047



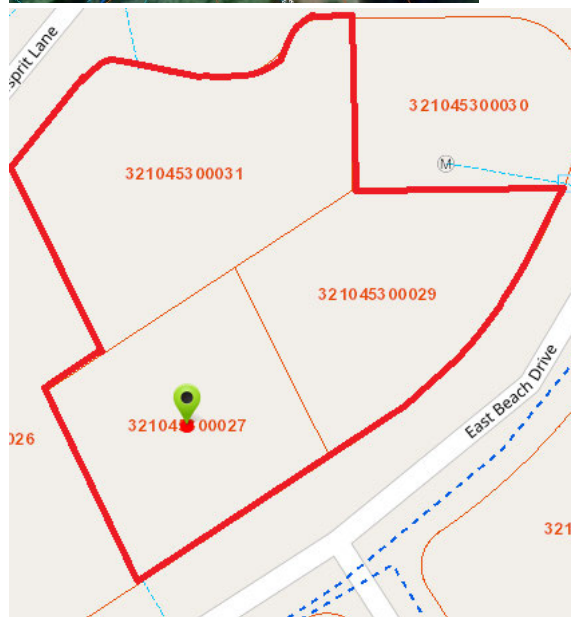


Group 2 Parcel Numbers:

32104-53-00027

32104-53-00031

32104-53-00029





Grant to

Mason County PUD No. 1

through

PUD Utility Relocation Program

Grant Number: 25-52255-003

For

***E SR 106 Water Line Relocation
and
Lilliwaup Bay Utility Relocation***

Dated: Upon Final Signature

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FACE SHEET

Grant Agreement Number: 25-52255-003

Project Name: *E SR 106 Water Line Relocation / Lilliwaup Bay Utility Relocation*

**Washington State Department of Commerce
Local Government Division
PUD Utility Relocation Program**

1. GRANTEE Mason County PUD No. 1 21971 N HWY 101 Shelton, WA 98584		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Kristin Masteller, General Manager (360) 877-5249 kristinm@mason-pud1.org		4. COMMERCE Representative Jon Galow, Section Manager PO Box 42525, Olympia, WA 98504 (509) 847-5021 jon.galow@commerce.wa.gov	
5. Grant Amount \$121,250	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Upon Final Signature	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency N/A	ALN Number N/A
10. Tax ID # On file	11. SWV # SWV0028711-00	12. UBI # 232-000-374	13. UEI # N/A
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of the PUD Utility Relocation Program as described in Attachment A – Scope of Work.			
<p>COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work and Attachment B– Certification of the Payment and Reporting of Prevailing Wages.</p>			
FOR GRANTEE FOR REVIEW ONLY – DO NOT SIGN _____ Kristin Masteller, General Manager _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM Lisa Koperski, Assistant Attorney General February 12, 2025	

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the GRANTEE, a local government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

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

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

WHEREAS, the Washington State Legislature has, in Laws of 2024, Chapter 376, Section 130, made an appropriation to provide grants to specified public utility districts for the costs of relocating utilities of fish barrier removal projects, and directed COMMERCE to administer those funds; and

WHEREAS, certain direct appropriations are provided for in the enabling legislation; and

WHEREAS, the GRANTEE intends to complete the Project, which will result in relocating utilities of fish barrier removal projects.

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

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

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. SIGNAGE, MARKERS, & PUBLICATIONS; ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

A. Taxpayers of Washington State as participant in funding Project

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

B. Acknowledgement of Climate Commitment Act Funding

1. Funding Source Acknowledgement.

If this Grant Agreement is funded in whole or in part by the Climate Commitment Act, GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, service providers, and others who assist GRANTEE in implementing the Project, agree that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of GRANTEE which reference programs or projects funded in whole or in part with Washington’s Climate Commitment Act (CCA) funds under this Grant Agreement, shall contain the following statement:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

2. Ensure Coordinated Climate Commitment Act Branding.

The GRANTEE agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the GRANTEE. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any Project related website or webpage that includes logos from other funding partners;
- B. Any Project media, public information, or publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites, to the extent possible; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with this Section.

3. **COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement for the costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

4. **STATE PUBLIC WORKS**

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

5. **EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures. Unless authorized by the Washington State Legislature, only those Project costs incurred on or after July 1, 2024 (Reimbursement Date) may be reimbursed. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are considered expenditures:

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

6. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

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

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 10 (Reappropriation).

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

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 3 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

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

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

7. CLOSEOUT CERTIFICATION

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

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or

- B.** When final payment is made, and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 5.

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

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

8. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 7(B) below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

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

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

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement. This insurance must be maintained throughout the term of the Grant Agreement.

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

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

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement.

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

- d. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:
1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six months after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.
- iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.
- v. Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- vi. GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

9. ORDER OF PRECEDENCE

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

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Certification of the Payment and Reporting of Prevailing Wages

10. REDUCTION IN FUNDS

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

11. REAPPROPRIATION

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

12. OWNERSHIP OF PROJECT/FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

13. HISTORICAL AND CULTURAL ARTIFACTS

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

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

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

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

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

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

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

14. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

15. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

16. PUBLIC RECORDS ACT

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

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

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

GENERAL TERMS AND CONDITIONS

GENERAL GRANT

STATE FUNDS

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. ALLOWABLE COSTS

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

6. AMENDMENTS

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

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

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

8. ASSIGNMENT

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

9. ATTORNEYS' FEES

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

10. AUDIT

A. General Requirements

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

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

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

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

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

B. State Funds Requirements

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

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

C. Documentation Requirements

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

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

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

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

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

11. BREACHES OF OTHER STATE CONTRACTS

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

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

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

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

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

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

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

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

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

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

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

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

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

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.

- B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

28. PAY EQUITY

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

29. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE’s review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing

wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

31. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

32. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

33. RECAPTURE

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

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

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

34. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

35. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

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

36. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or

quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

37. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

38. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

39. SITE SECURITY

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

40. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.
- F. GRANTEE shall maintain written procedures related to Subgranting/subcontracting as well as copies of all Subgrants/subcontracts and records related to Subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require GRANTEE to amend its Subgranting/subcontracting procedures as they relate to this Grant Agreement; (b) prohibit GRANTEE from Subgranting/subcontracting with a particular person or entity; or (c) require GRANTEE to rescind or amend a Subgrant/subcontract.
- G. The GRANTEE is responsible to COMMERCE if the subgrantee/subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the subgrantee/subcontractor to assure fiscal conditions of this Grant

Agreement. In no event shall the existence of a subgrant or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.

- H. Every subgrantee/subcontractor shall include a term that COMMERCE and the State are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant or subcontract.

41. SURVIVAL

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

42. TAXES

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

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 44 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

44. TERMINATION FOR CONVENIENCE

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

45. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and

COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

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

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice.
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated.
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts.
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause.
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE.
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

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

47. WAIVER

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

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by the **Mason County PUD No. 1** for the **E SR 106 Water Line Relocation** and **Lilliwaup Bay Utility Relocation** projects for the costs of relocating utilities necessitated by fish barrier removal project(s).

Projects for reimbursement include the following tasks:

Task 1: E SR 106 Water Line Relocation at 47.356842, -123.098984

WSDOT will be replacing a culvert at the intersection of E SR 106 and E McReavy Rd in Union. PUD will relocate existing water line by boring a new 6" main approximately 7 feet below ground level and reconnecting to existing water main.

Task 2: Lilliwaup Bay Utility Relocation at 47.460765, -123.113525

PUD will remove 1,900' of 3-phase overhead line out of the new culvert / bridge construction area and convert to 2,300' of 3-phase underground.

Project activities may include, but not be limited to:

- Environmental review, compliance, and permitting
- Preliminary engineering, design and bid services
- Materials, construction, installation, and relocation of utilities
- Project management, construction oversight, and inspection

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

Description of Project Element	Total Task Cost	Amount from this Grant
Task 1 - E SR 106 Water Line Relocation	\$40,000	\$40,000
Task 2 - Lilliwaup Bay Utility Relocation	\$81,250	\$81,250
TOTAL	\$121,250	\$121,250

CERTIFICATION PERFORMANCE MEASURE

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

FOR REVIEW ONLY – DO NOT SIGN

Kristin Masteller, General Manager
Mason County PUD No. 1

Date

**ATTACHMENT B - CERTIFICATION OF PAYMENT
AND REPORTING OF PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

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

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

FOR REVIEW ONLY – DO NOT SIGN

Kristin Masteller, General Manager
Mason County PUD No. 1

Date



GRANT AWARD & AGREEMENT

DOH GRANT/AGREEMENT NUMBER:

GVL31095-0

This Agreement is by and between the State of Washington Department of Health (DOH) and the party identified below, hereafter referred to as the "Grantee" and is issued pursuant to the RCW 43.70.040 - Secretary's powers—Rule-making authority—Report to the legislature; and Wellhead 106 Grant

PROJECT TITLE:

Source Water Protection Project

SUBRECIPIENT

☐ YES ☒ NO

IT IS THE PURPOSE OF THIS GRANT – To project will decommission four wells: Highland Estates, Lake Arrowhead, and Twanoh Heights. This project will help prevent bacteria, chemicals or other pollutants from inadvertently entering the groundwater supply through these unused wells, especially given their proximity to the active source well.

GRANTEE NAME

Mason County Public Utility District No.1

GRANTEE DBA

GRANTEE ADDRESS

21971 N. Hwy 101 Shelton, WA 98584STATEWIDE VENDOR
NUMBER**0028711-00**

FEDERAL TAX ID NO.

91-6001048

UBI NUMBER

232 000 374

GRANTEE CONTACT

Kristin Masteller

CONTACT TELEPHONE

360-877-5249

GRANTEE FAX

GRANTEE E-MAIL ADDRESS

kristinm@mason-pud1.org

DOH DIVISION

EPH

DOH OFFICE

DOH PROGRAM

ODW

DOH CONTACT NAME AND TITLE

Chelsea Cannard

DOH CONTACT ADDRESS

Tumwater

DOH CONTACT TELEPHONE

564-233-1799

DOH CONTACT FAX

DOH CONTACT E-MAIL ADDRESS

Chelsea.cannard@doh.wa.gov

Source of Funds

(FED) \$50,000.00

(ST) S-0-

(Other) S-0-

Total \$50,000.00

CFDA NUMBERS (if applicable)

AGREEMENT START DATE

DOE

AGREEMENT END DATE

6/30/2025

MAXIMUM AGREEMENT AMOUNT

\$50,000.00

EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference:

- ☒ Exhibit A, Statement of Work ☒ Exhibit B, General Terms & Conditions ☐ Exhibit C, Special Terms and Conditions
☐ No Exhibit(s).

The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.

CONTRACTOR SIGNATURE

DATE

Feb 26, 2025

PRINT OR TYPE NAME

Kristin Masteller

TITLE

General Manager

DOH CONTRACTING OFFICER SIGNATURE

DATE

Feb 26, 2025

GRANT REQUIREMENTS & STATEMENT OF WORK: The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

PAYMENT PROVISIONS: Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$50,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

BILLING PROCEDURE: Payment to the Grantee for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

GRANTEE RESPONSIBILITIES:

- A. The Grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of DOH on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DOH. The Grantee is responsible for notifying DOH about any significant problems relating to the administrative or financial aspects of the award.
- B. The requirements of this award are contained in the Grant Application, the General Terms and Conditions and statement of work unless otherwise specified in the award instrument. Certain applicable Federal standards are incorporated by reference.
- C. By acceptance of this award, the Grantee agrees to comply with the applicable Federal requirements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
 - 1. Is consistent with the award terms and conditions;
 - 2. Represents effective utilization of resources; and
 - 3. Does not constitute a significant project change

**STATEMENT OF WORK
DOH CONTRACT GVL31095-0
Mason County Public Utility District No. 1**

2023-2025 Wellhead 106 Grant Program

Project Title: Mason County PUD #1 – Decommissioning of Highland Estates, Lake Arrowhead, and Twanoh Heights

PURPOSE:

The purpose of this grant is to provide funding to Mason County Public Utility District #1 to decommission four wells: Highland Estates, Lake Arrowhead, and Twanoh Heights. This project will help prevent bacteria, chemicals or other pollutants from inadvertently entering the groundwater supply through these unused wells, especially given their proximity to the active source well.

Background/General Information:

In 2022, Mason PUD began an inventory of outstanding items from prior decades of water system plans that needed to be resolved and closed out. They identified four wells that need to be decommissioned and have begun working on funding to help accomplish these extra tasks. These tasks are outside of the normal capital work that the Mason PUD#1 budget supports each year.

This project will protect the quality of water and avoid impacts on public health by eliminating the direct conduit between surface water, pollutants and groundwater. This also will help the PUD adhere to local and state regulations and reduce future maintenance costs for the PUD's public ratepayers.

This project will fund the decommissioning of four wells:

- Well 1 and Well 2 at **Highland Estates (32735F)**. Well 1 was constructed in 1969 with an 8" casing and depth of 60 feet. Well 2 was constructed in 1972 with a 6" casing and a depth of 50 feet. Both wells had water quality issues and were abandoned. They are located on the site of the current active source well.
- Well 2 at **Lake Arrowhead (436003)**. This well was constructed in 1990 with a 10" casing and depth of 78 feet. The was a test well that had groundwater influence and was deemed inoperable and has been out of service since 2001. It is located on the site of the current active source wells and reservoir.
- Well 2 at **Twanoh Heights (00153Y)**. This well was constructed in 1978 with a 10" casing and depth of 118 feet. The well was damaged in 2001 during an earthquake and has been out of service since. It is located on the site of the current active source well and reservoir.

After decommissioning the wells, the water systems will remain active using their functioning and existing source wells. Decommissioning damaged, abandoned and otherwise unused wells will protect the quality of the water and avoid impacts on public health by eliminating the direct conduit between surface water, pollutants and groundwater. This also will help the PUD adhere to local and state regulations and reduce future maintenance costs for the PUD's public ratepayers.

The Office of Drinking Water (ODW) administers the Source Water Protection (SWP) Program to prevent, reduce and eliminate pollution & to encourage practices that ensure a reliable supply of groundwater. Through DWSRF 5 of the 15% set asides, ODW administers funding for projects that address both water quality & quantity concerns, working with regional partners to better understand activities & policies that influence water quality & quantity changes.

This project meets the SFY24-25 Source Water Protection program essential elements as well as Goal 5 of the 22-26 EPA Strategic Plan by ensuring safe drinking water & reliable infrastructure, as well as emphasizing partnerships to address water quality challenges.

Funding for this project will not be used for any construction or ground disturbing activities.

**STATEMENT OF WORK
DOH CONTRACT GVL31095-0
Mason County Public Utility District No. 1**

Contract Administration:**Deliverables:**

1. Submit quarterly reports via e-mail that include a brief status summary of progress and achievements. Quarterly reports must be submitted **March 30, 2025, and June 30, 2025.**
2. Submit quarterly reimbursement requests with supporting invoices along with A19 form. Payment will be issued by DOH upon receipt and approval of the quarterly reports. Invoices and reports submitted via e-mail to: Chelsea Cannard at chelsea.cannard@doh.wa.gov
3. Provide an updated action plan by **March 30, 2025** that indicates any added or changed components, schedule revision & status of deliverables.

The project's scope of work is comprised of the following activities:

TASK/ACTIVITY:	DELIVERABLES:	ESTIMATED DUE DATE/COST:
Task 1: Highland Estates Decommissioning Solicit and secure contractor to perform all required notifications and tasks associated with well decommissioning including Department of Ecology and Department of Health coordination. Once Notice to Proceed is granted, decommission the two wells at Highland Estates.	Report Summary Decommission well logs including water system ID and Source ID.	June 30, 2025 \$15,000
Task 2: Lake Arrowhead Decommissioning Solicit and secure contractor to perform all required notifications and tasks associated with well decommissioning including Department of Ecology and Department of Health coordination. Once Notice to Proceed is granted, decommission the Lake Arrowhead well.	Report Summary Decommission well logs including water system ID and Source ID.	June 30, 2025 \$10,000
Task 3: Twanoh Heights Decommissioning Solicit and secure contractor to perform all required notifications and tasks associated with well decommissioning including Department of Ecology and Department of Health coordination. Once Notice to Proceed is granted, decommission Twanoh Heights well.	Report Summary Decommission well logs including water system ID and Source ID.	June 30, 2025 \$25,000

STATEMENT OF WORK
DOH CONTRACT GVL31095-0
Mason County Public Utility District No. 1

Administration Provide general project management & communication. Prepare & submit quarterly reports that document project accomplishments, existing & potential problem areas, suggestions for improvements, & any desired outcomes achieved. Reports should be a few paragraphs long with sufficient detail for DOH to understand the relative progress of the project since the last reporting period. The final quarterly report serves as the final project report & should include summary information about the project.	Submit quarterly reports to Chelsea Cannard.	In Kind Contribution of Vendor Quarterly reports due the last working day of each quarter
PAYMENT:	DOH will provide reimbursement to the contractor based on approval of quarterly reports & required deliverables. The contractor will provide associated invoices, or an hourly accounting of time spent for each task in support of reimbursement requests. The contractor is responsible for tracking all project expenditures as related to this contract & for maintaining these records. DOH will withhold 10 percent of the total funding amount (\$5,000) until the project is successfully completed & all deliverables are received and approved by DOH.	
<i>Total Consideration for this contract not to exceed:</i>		\$50,000

The project will be considered complete when all the activities identified in the above scope of work are complete.

Project End Date: 6/30/2025. All deliverables must be submitted by **5/31/2025** for review & approval. Work performed after **6/30/2025** is not eligible for reimbursement.

GENERAL TERMS & CONDITIONS
DOH CONTRACT GVL31095-0
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AGREEMENT ALTERATIONS AND AMENDMENTS: This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CHANGE IN STATUS: In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify DOH of the change. Grantee shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and State laws and administrative rules governing confidentiality. Specifically, the Grantee agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Chief Information Security Officer (security@doh.wa.gov). For the purposes of this Agreement, "immediately" shall mean within one business day.

The Grantee will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Grantee agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, Subgrantees or agents.

Any breach of this clause may result in termination of the agreement and the demand for return of all confidential information.

GENERAL TERMS & CONDITIONS
DOH CONTRACT GVL31095-0
Mason County Public Utility District No. 1

B. Subsequent Disclosure

The Grantee will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Grantee agrees to notify and discuss with the DOH Chief Information Security Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Grantee further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

DEBARMENT: The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that the DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, state the Contractor's name, address, and his/her contact number, the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within 30 day (30) calendar days after the party could have reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to DOHCON.MGMT@DOH.WA.GOV with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both

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parties have a duty and responsibility to timely pursue and engage in non-binding mediation. However, the requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if the subject party unnecessarily delays or intentionally frustrates the mediation process.

GOVERNANCE: This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Primary document (document that includes the signature page)
 - 2. Standard/General Terms and Conditions (Exhibit B)
 - 3. Statement of Work (Exhibit A)

HOLD HARMLESS: The Grantee shall defend, protect and hold harmless the State of Washington, DOH, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement 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.

INDUSTRIAL INSURANCE COVERAGE: The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Grantee shall provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this agreement, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

GENERAL TERMS & CONDITIONS
DOH CONTRACT GVL31095-0
Mason County Public Utility District No. 1

NONDISCRIMINATION –

- A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, DOH may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision.

RECORDS MAINTENANCE: The parties to this agreement 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 Agreement 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 agreement 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 Grantee shall provide right of access to its facilities to DOH, 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 agreement. The Grantee shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according State and

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Federal law. The Grantee's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

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 agreement and prior to normal completion, DOH may terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
 - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;

GENERAL TERMS & CONDITIONS
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- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

SUBGRANTING: Neither the Grantee, nor any subgrantee, shall enter into subgrants for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subgrant operate to release or reduce the liability of the Grantee to DOH for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this agreement.

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants.

SURVIVABILITY: The terms and conditions contained in this agreement, will survive the completion, cancellation, termination, or expiration of the agreement.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may give notice to Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to the Grantee to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Notice may include notice by facsimile or email to the Grantee's representative. The Grantee shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give the Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Grantee gives notice to DOH that it cannot resume performance, the parties agree that the agreement will be terminated retroactive to the original date of termination.

**GENERAL TERMS & CONDITIONS
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If the date Grantee gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the agreement will be terminated retroactive to the original date of termination.

TAXES: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

TERMINATION: Either party may terminate this agreement upon 30 days prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement 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 agreement, 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 the failure or violation is not corrected, this agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

Lisa Cates

From: Donna [REDACTED]
Sent: Thursday, February 6, 2025 1:06 PM
To: Customer Service
Subject: A thank you email

[WARNING] This email originated outside of Mason PUD 1, DO NOT click any links or open any attachments if you are not certain this is from a safe sender. Thank you!

February 6, 2025

I just want to thank you as an organization and as a line crew for the superior customer service you have always provided for the homes in Brinnon! We are truly blessed to have you as our PUD.! Your customer service agents are always polite, helpful and knowledgeable, even when overloaded with calls during a daytime power outage. In addition, the line crew is also excellent! Except when we had an enormous, wide-spread outage a number of years ago, our power outages are always taken care of in record time. I know that my friends with only electric heat are very thankful for that!

Thank you again for being Brinnon's PUD, too!

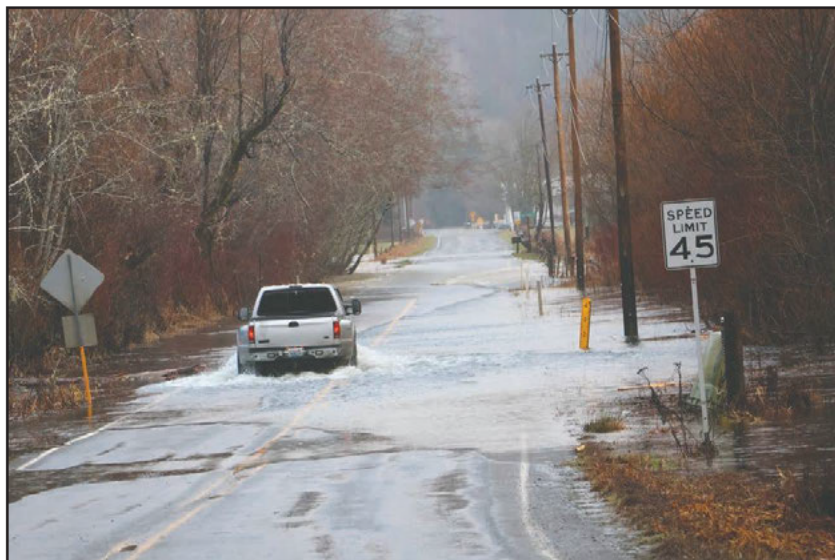
Donna [REDACTED]

SHELTON-MASON COUNTY Journal

Thursday, Feb. 27, 2025

The Voice of Mason County Since 1886 — Vol. 139, No. 9

\$3



A driver Tuesday morning slowly navigates a flooded Skokomish Valley Road following heavy rain-fall and high winds that brought down trees and branches. Journal photo by Gordon Weeks.

Storm knocks out power to 8,000

By Gordon Weeks
gordon@masoncounty.com

Roaring winds toppled trees and sprayed branches on Monday night, knocking out the power to more than 8,000 customers in Mason County.

The winds that gusted up to 53 mph at Sanderson Field in Shelton were accompanied by

torrential rain.

Mason County PUD 3 had 6,405 customers affected by 103 separate outages, Customer Service Manager Lynn Eaton wrote to the *Journal*. The largest outages began about 5 a.m. Tuesday and the earliest restorations started at 6:45 a.m., she wrote.

"Customers continued to experience restorations throughout

the morning and into the afternoon," Eaton wrote. "As of 5 p.m. Tuesday, nearly 450 customers remain without power. PUD tree crews, line crews and other operations and engineering employees will continue working until power is fully restored. The outages were caused by high winds

see **STORM**, page 10

City Council bails out nonprofit

By Gordon Weeks
gordon@masoncounty.com

The Shelton City Council on Feb. 18 voted to grant Community Lifeline \$20,000 after the nonprofit that operates the downtown homeless shelter lost access to grant money when its bookkeeper departed with passwords.

The loss of access to the money has prevented employees from getting paid, and triggered notices threatening the shutdown of utilities because of unpaid bills.

The action was a last-minute addition to the council's meeting agenda. The council voted 4-2 for the grant, with Mayor Eric Onisko and council members Tom Gilmore, Miguel Gutierrez and Melissa Stearns voting for it and Deputy Mayor Sharon Schirman and council member George Blush voting against it; council member Lyndsey Sapp wasn't at the meeting.

Before the council voted, 12 people stepped up to the mic in support of Community Lifeline. Most are former residents of the homeless shelter or case workers at the shelter.

Erin Martinache, president and board chair of Community Lifeline, told the council a departing bookkeeper left with the password to access and draw money from a grant. Community Lifeline has not been able to draw on the grant since Nov. 31.

"We're a pay period behind in our pay ... If we don't get help, we might not be able to get out of

see **NONPROFIT**, page 10

Downtown icon returns

By June Williams
june@masoncounty.com

Shelton received a special Valentine with the reopening of Blondie's restaurant Feb. 14.

The iconic diner on Railroad Avenue closed July 31, after 23 years, due to the death of its namesake Linda "Blondie" Jones on July 18.

Jones' family shut down the restaurant just as new owners of Blondie's and the adjacent hotel Shelton Inn finalized their purchase.

"Their last day was our first day here," Rachel Clark, who owns the property with her husband, Damon Handley, said.

The unexpected death of Jones left the couple scrambling. They thought the restaurant would be closed "two weeks, tops," Handley said.

When the opening was delayed more than 30 days, it was treated like a new business, he said, with required permits and inspections.

"Even though we're using the



Blondie's name, they're considering us a new restaurant," according to Handley.

Blondie's was in operation over 20 years, he said, so there were "a lot" of things that required fixing.

Each time they thought the diner was ready to open, something else was needed, the couple said.

"We wanted to open in January," Handley said. "After New Year's we knew it was a pipe dream," he said.

"Then it was the seventeenth, then the twenty-fourth then the end of January," Handley said.

see **ICON**, page 10



Above, Blondie's restaurant opened on Valentine's Day with an updated sign designed by Forrest Cooper. Journal photo by June Williams. Left, at night the stars on the sign shine bright. Journal photo by Gordon Weeks

INSIDE THIS WEEK



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Best of Mason
County 2024
B Section



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CHECK IT OUT!

BEST OF MASON COUNTY
IN THIS ISSUE OF THE JOURNAL

Don't trip the system after outage

By June Williams
 june@masoncounty.com

Winter and spring can bring stormy weather and frequent power outages to Mason County.

Once electricity is restored, PUD 1 has advice for how to keep the lights on.

Preventing a "cold load" is key, according to PUD 1 Engineering Manager Jeremiah Waugh.

Cold loading happens when power is restored to sections of a line that has been off for extended time in a large area. While "cold" refers to the state of the power load, it also happens in cold weather because customers are using more power to heat their homes.

"Sometimes, the sudden demand for electricity is more than our system can handle all at once. In these situations, circuit breakers automatically trip to prevent

overloading, causing the power to go out again," according to PUD 1's newsletter.

"You may experience brief moments of power returning, only to have it go back out. Entire sections of our territory can also be affected if the power draw is too high. To manage this, our line crew heats up one section at a time, allowing it to stabilize before moving on. Tripping breakers can set us back hours, making the overall power restoration process longer," the newsletter states.

This happened in Brinnon in early February.

Snow caused downed lines.

Customers had furnaces and other heat sources turned on when the power went out and didn't turn them off before power was restored. This caused a power surge and "tripped the system" several times, according to PUD 1.

The sudden demand for electricity was more than the utility could handle all at once.

"We ask customers to turn off the breakers to their furnaces when the power goes out. When power is restored, limit electricity usage for at least 20 minutes, allowing our system to stabilize. Then gradually bring up the temperature in your home. Turning off appliances and electronics during this time can also be helpful," Waugh said in a statement.

PUD 1 has installed switches and regulators to distribute power efficiently and is planning a new substation in the Jorstad area "which will reduce the distance of the line between Hoodport and Brinnon. This substation, expected around 2027-2030, will improve our ability to handle outages," according to Waugh.

Storm: Most restored by Wednesday

continued from page 1

bringing down limbs and trees, which damaged poles, cross-arms and power lines."

On Wednesday morning, Eaton reported that most customers had their power restored by 6 p.m. Tuesday. "After that, only about 13 individual customers or small pockets remained without power, with the last customer restored at 11:26 p.m.," she wrote.

About 1,640 Mason PUD 1 customers lost power at the peak of the outage, said Katie Arnold, the district's director of business services and the treasurer.

"They started around 6 p.m. Monday night, and we had everyone back on before noon on Tuesday," she wrote to the *Journal*. "Like most of Mason County we had a lot of trees and limbs take out power lines. Our crew did an amazing job getting everyone back on as quickly as they did."

Icon: Reopened on Valentine's Day

continued from page 1

The couple, who both have restaurant experience, said they knew better than to announce a grand opening. Handley said he previously ran a restaurant that advertised its opening date for weeks. He found out at the last minute the liquor license began the day after opening.

"I got a one-day special permit," Handley said.

By February, the new Blondie's staff, which looks a lot like the old Blondie's staff, was hired, Handley and Clark said.

"We're bringing back three-quarters of the old staff. You'll recognize the faces, you'll recognize the food," Handley said.

"All of the wait staff is pretty much the exact same," Clark added.

"It's still in the family,"

Handley said.

Jones' sister, Rose Maples, a previous fixture in the front of the house, will return as manager.

There will be a "simple menu" that still includes customer favorites, including Blondie's famous pies, according to Handley.

"People who are used to Blondie's are going to get Blondie's," he said.

One other update is the diner's distinctive neon sign.

Forrest Cooper, who owns Cooper Studios in Shelton with his wife, Amy, did the original restoration on Blondie's sign.

He worked with the new owners to rework the graphic tile at the bottom of the sign. He added black outlines to the lettering for a "retro feel," he said.

Cooper said the owners wanted to make stars stand out on the sign.

"I think I have a way," he told them. "I can make them come out at night."

Cooper used blackout film.

The stars appear hidden in the daylight, but as the lighting dims, the beige background turns black and white stars pop out.

"It's all an illusion," he said.

Cooper is excited to have the diner back in business.

"We miss Blondie's dearly," he said, meaning the restaurant and Jones. The updated Blondie's will have "nostalgia and honor, not sadness," he said.

Clark and Handley will eventually have a ribbon-cutting ceremony, but for now they "just want to take the posters down, turn the lights on and just let people trickle in," Clark said.

"It's going to be fun and exciting. It's happening," she said.

Nonprofit: Shelter costs \$40K monthly

continued from page 1

this hole," she said.

During the past few weeks of frigid conditions, the shelter opened its doors during the day as a cold weather shelter. Feeding people and staffing the building around the clock strained the nonprofits' resources, Martinache said.

Martinache said the shelter costs about \$40,000 a month to operate, about \$27,000 in salaries. Members of the board of directors are not paid, she said.

Monthly expenses include about \$4,000 for utilities, \$1,000 for garbage, \$1,200 for water and sewer and \$1,500 for insurance. Community Lifeline receives about \$2,400 a month in grants and about \$5,000 a month in donations, she said.

With the grant, "We won't be panicked and not getting shutoff notices for garbage and power," she said.

"I think it's a public benefit to help out ... \$200,000 is a small amount," Onisko said. He later added, "It's a small price to keep 35, 50 people inside at night."

"We're not really talking about tomorrow," the mayor said. "We're talking about today."

In voting no, Blush said, "I don't see a path forward" for the agency. Aaron Meyers, a case worker at Community Lifeline, said the council chambers was filled with people who are "success stories" for the shelter.

Jeremiah Roberts said he was homeless a year ago when he met Meyers and received guidance and resources to improve his life.

"If it wasn't for Community

Lifeline, I'd probably still be on the streets ... All it took was someone believing in me," he said.

Andrew Freeman said he spent 18 months at the shelter after he became homeless. That stability allowed him to keep his job, and Community Lifeline helped find a place to rent, he said.

Downtown business owner Dean Jewett told the council loaning money to the nonprofit was "throwing good money after bad." He said he commended the agency "for what you do," but the shelter is at a poor location amongst downtown businesses. Jewett said he would support the establishment of a mitigation site for the homeless outside downtown.

Moments after the vote, Martinache told the *Journal*, "It's a relief that we can pay our employees and catch up."