



Board of Commissioners Meeting
September 3, 2019 - 5:00 PM
63 Four Corners Rd. Jefferson County Transit

PUD REGULAR BOARD MEETING

1. CALL TO ORDER

00:00:45 2. AGENDA APPROVAL

00:00:55 3. GENERAL PUBLIC COMMENT: This public comment period is for any items not (15 min) specifically listed on the current Agenda or for items listed on the Consent Agenda. The Chair will also permit public comments on the other agenda items as they come up during the meeting. The Chair may place time limits on public comments to allow the meeting to be conducted in an efficient and orderly manner.

00:09:24 4. APPROVAL AND ADOPTION OF THE CONSENT AGENDA: Items listed below have been distributed to the Commissioners in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda, at a specific time, at the request of any of the Commissioners.

4.1 APPROVAL OF MINUTES

Draft minutes: 8/6/19 Regular BOC meeting

4.2 APPROVAL OF VOUCHERS

4.2.1 Voucher certification form with supporting warrant register and payroll form

4.2.2 BOC approval of voucher approval form

4.3 ACTION ITEMS

4.3.1 2019 August Financials

4.3.2 4th Tier Water Resolution 2019-21

4.3.3 Water Segregation Resolution 2019-20

4.3.4 FEMA

4.4 PUD CALENDAR

END OF CONSENT AGENDA

00:12:15 5.0 COMMISSIONER REPORTS

00:32:56 6.0 GENERAL MANAGER REPORT

7.0 ACTION ITEMS REQUIRING BOARD DISCUSSION

July Financial

00:37:30 Resolution regarding 4th Tier Water Rate

00:43:11 Resolution regarding Water Segregation

00:50:22 7.1.1 Employee Manual

00:53:05 7.1.2 Opt Out Recommendation

01:22:12 7.1.3 CAB recommendation for low income

02:44:35 7.1.4 Strategic Plan questions/statements from BOC

02:50:08 8. SIGNING OF DOCUMENTS

02:54:56 9. ADJOURN



**PUBLIC UTILITY DISTRICT NO. 1
of Jefferson County**

August 6, 2019

**Board of Commissioners
Regular Meeting**

Draft Minutes

The Regular Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the President of the Board of Commissioners (Board or BOC) at 5:00 p.m. on August 6, 2019, at the Jefferson Transit Conference Room, 63 Four Corners Road, Port Townsend, Washington, 98368. Present:

Commissioner Jeff Randall, President
Commissioner Kenneth Collins, Secretary
Commissioner Dan Toepper, Vice President

Kevin Streett, Acting General Manager
Joel Paisner, General Counsel
Will O'Donnell, Communications Manager
Annette Johnson, Executive Assistant/Records Officer
Bill Kolden, Interim Human Resources Manager
Mike Bailey, Financial Services Manager
Jean Hall, Customer Services Manager
Bill Graham, Interim Water OP Supervisor
Jimmy Scarborough, Interim Elec. Engineer Supervisor
Don McDaniel, Consultant

Recording Secretary Cammy Brown

1. CALL TO ORDER:

Commissioner Jeff Randall called the regular meeting of the PUD Board of Commissioners for August 6, 2019, to order at 5:00 p.m.

INTRODUCTIONS: Commissioner Jeff Randall started the meeting asking for voluntary introductions from the commissioners and staff.

2. AGENDA APPROVAL:

Commissioner Kenneth Collins requested that Agenda Item 7.1.5 Communication Resolution discussion be taken off of the Agenda. After some discussion it was the consensus of the commissioners that this agenda item would be kept on the Agenda.

MOTION: Commissioner Dan Toepper made a motion to approve the agenda as presented. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

3. GENERAL PUBLIC COMMENT: Commissioner Jeff Randall presented the guidelines for members of the public to submit their comments. Topics abbreviated.

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Jefferson County PUD
Board of Commissioners
August 6, 2019 Regular Meeting
Draft Minutes

- Public member submitted a public records request for tier ratio as it formerly appeared.

4. APPROVAL AND ADOPTION OF THE CONSENT AGENDA:

Commissioner Jeff Randall requested that the minutes of 7/12/19, 7/15/19 and 7/16/19 meetings be removed and placed under 7.0 Action Items Requiring Board Action.

MOTION: Commissioner Dan Toepper made a motion to approve and adopt the Consent Agenda as modified. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

4.1 APPROVAL OF MINUTES: Minutes of the BOC meetings of 7/12/19, 7/15/19 and 7/16/19 were removed and placed under 7.0 Action Items Requiring Board Action.

4.2 APPROVAL OF VOUCHERS

- 4.2.1 Voucher certification form with supporting warrant register and payroll form.
- 4.2.2 BOC approval of voucher approval form.

VOUCHER CLAIM FORMS FOR INVOICES PAID:

WARRANTS	AMOUNT	DATE
Accounts Payable: #120598 to #120663	\$ 419,547.75	7/11/2019
Accounts Payable: #120664 to #120720	\$ 265,023.62	7/18/2019
Accounts Payable: #120721 to #120775	\$ 489,958.06	7/25/2019
Payroll Checks: # 70614 to # 70619	\$ 9,941.01	7/12/2019
Payroll Direct Deposit	\$ 93,100.28	7/12/2019
TOTAL INVOICES PAID	\$ 1,277,570.72	
WIRE TRANSFERS PAID	AMOUNT	DATE
BPA	\$1,045,164.00	7/12/2019
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GRAND TOTAL	\$ 2,322,734.72	
VOIDED WARRANTS		
120308	\$ 219.63	
120573	2,100.00	
120775	\$ 15,879.12	
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4.3 ACTION ITEMS

- 4.3.1 Financials for June 2019.

4.4 PUD CALENDAR.

END OF CONSENT AGENDA.

5. COMMISSIONER REPORTS:

Commissioner Dan Toepper:

7/17 to

- 7/18 Attended the WPUDA conference.
- 7/18 Attended more WPUDA conference meetings.
- 7/23 Attended Jefferson County Commissioners' Town Hall meeting.
- 7/24 Attended Chimacum School District Board meeting.
- 7/25 Visited JeffCom.
- 7/29 Attended Gardiner Community Group meeting.
- 7/30 Attended Magellan update meeting.
- 7/31 Attended joint meeting with CAB/BOC.
- 8/01 Met with General Manager Kevin Streett.
- 8/01 Attended Port Ludlow Council meeting.
- 8/05 Attended PUD Quarterly meeting.
- 8/06 Sat in an interview at KPTZ radio station with Willie Bentz from County Department of Emergency Management. This interview will air at noon and 5:00 p.m. on Monday 8/12 and on Saturday 8/17 at noon.
- 8/06 Will attend an interview with KPTZ
- 8/09 Will be in PUD booth at Jefferson County Fair.
- 8/12 Will attend CAB meeting.
- 8/18 Will attend all county wide picnic.
- 8/19 Will attend Jefferson County Chamber Luncheon.
- 8/20 Will attend BOC meeting.
- 8/22 Will attend PUD Employee Manual meeting.

Commissioner Kenneth Collins:

7/18 to

- 7/19 Attended WPUDA conference. Specifically attended the Telecom committee which reported on SB5511 – Governor's broadband bill for funding rural broadband expansion. Attended Executive Committee meeting. WPUDA received a clean audit.
- 7/23 Attended Energy Northwest Board meeting.
- 7/25 Attended JBAT (Jefferson Broadband Action Team) meeting.
- 7/30 Attended Magellan update meeting.
- 7/31 Attended joint meeting with CAB/BOC.
- 8/05 Attended PUD Quarterly meeting.
- 8/05 Met with General Manager Kevin Streett.
- 8/06 Attended CAB Broadband Subcommittee meeting.
- 8/07 to
- 8/08 Will attend PPC (Public Power Council) meeting.
- 8/09 Will be in PUD booth at Jefferson County Fair.
- 8/14 Will participate in the NoaNet by phone.
- 8/14 Will attend Port Commission meeting.
- 8/18 Will attend all county wide picnic.
- 8/19 Will attend PURMS audit exit interview.
- 8/19 Will meet with General Manager Kevin Streett.
- 8/22 Will attend PUD Employee Manual meeting.

Commissioner Jeff Randall:

7/18 to

- 7/19 Attended WPUDA conference.
- 7/22 to
- 7/26 On vacation.
- 7/31 Met with General Manager Kevin Streett.

- 7/31 Attended joint meeting with CAB/BOC.
- 7/31 Attended a meeting with OlyCAP. Received overview of 44 unit housing project.
- 8/05 Attended PUD Quarterly meeting.
- 8/05 Met with John McDonough of the City of Port Townsend re community solar project.
- 8/09 Will be in PUD booth at Jefferson County Fair.
- 8/18 Will attend all county wide picnic.
- 8/22 Will attend PUD Employee Manual meeting.

6. GENERAL MANAGER REPORT.

- Move to new building.
- Jimmy Scarborough and his crew have moved from Four Corners to the Annex Building.
- Customers that want to meet with engineering staff will have to go to that building.
- Modular coming in at end of August. It will be crowded.
- Meeting with BPA (Bonneville Power Administration). They are working on our rates decrease for the next two years. They are looking at 2028 contract. They have requested to have meetings. Preliminary talks. They want to meet with staff on moving forward on the new contract. BPA would like to meet with staff and come up with a list of concerns. Year long process.
- Need to set a date for the next GM Goals and Objectives. Need direction from the BOC on how to proceed. Some discussion.
- Need to set a date and time for new contract and recommendations regarding broadband strategy. Magellan should have their preliminary report at the end of month. Tentative date set for September 30, 2019, 10:00 a.m. at Chimacum Fire Hall.
- There are street lights that no one is paying the bill. The PUD is going to disconnect the lights. There may be some objection and complaints to turning off the lights. Someone will need to pay to have the lights on.

7. ACTION ITEMS REQUIRING BOARD DISCUSSION:

Corrections to draft minutes BOC Special Meeting 7/12/19, 7/15/19 and 7/16/19:

- Typo on Page 2. Template should be spelled “template”.
- First page – under Call to Order. Change “Regular Meeting” to “Special Meeting”. This should be changed on all three Special Meeting minutes of 7/12, 7/15 and 7/19.

MOTION: Commissioner Jeff Randall made a motion to approve the minutes of the Jefferson County Board of Commissioners dated 7/12/19, 7/15/19 and 7/16/19 as amended. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

7.1.1 Resolution 2019-19 Titles and Bi-Weekly Salaries: General Manager Kevin Streett gave an overview of the salary survey the PUD conducted. There was a revised copy of the survey handed out (Handout No. 1) at the meeting. There was some discussion.

PUBLIC COMMENT: (topics abbreviated).

- Is there an organization chart or job descriptions? Response: Organizational chart was given to the BOC. There are job descriptions for each position that has an employee in it. The positions that are not filled do not presently have job descriptions but will when they become filled.
- Will public be able to see job descriptions? Response: Yes. As part of the recruitment

they will be on the website. They are public documents.

- Increases should be incremental and they should be automatic for people that want to stay in the organization.
- Is there a concern for retention or attracting employees? Response: both.
- How many employees are closing in on retirement age that is either affected in this group or in critical position like linemen?
- Is there a step system? How does it work? Response: GM explains process.
- A customer was impressed about how much work the PUD staff does in the water system here.

MOTION: Commissioner Kenneth Collins made a motion to adopt Resolution 2019-19 resetting Titles and Bi-Weekly Ranges for Non-Represented Employees as of June, 2019. Commissioner Dan Toepper seconded the motion. Motion carried unanimously.

Commissioner Dan Toepper requested a copy of the final version of the Organization Chart. General Manager Kevin Streett will email that out.

7.1.2 Water Rate Increase: Customer Services Manager Jean Hall gave a report. There would be some lead time before the fourth tier goes into effect. Customers would receive advance notice. There was considerable discussion. No action was taken.

PUBLIC COMMENT: (topics abbreviated).

- Separate structure for agriculture use.
- These accounts are strictly residential.
- Climate change. Snow packs. Concerns voiced about someone using 70,000 or 100,000 gallons of water.

Commissioner Kenneth Collins requested a printed breakdown that shows the distribution of the heavy users related to the systems that the customers are drawing on.

Commissioner Jeff Randall would like to see a draft press release or draft letter to customers about a notice of what is happening and why it is being done.

Commissioner Dan Toepper suggested having something in place to track the result of the before and after of this water rate increase being implemented.

PUBLIC COMMENT: (topics abbreviated).

- Court cases in California of water rates.
- Look at other tiers as well.
- Average customer uses 4,522 gallons. Threshold of 30,000 gallons too high.
- Kitsap County fourth tier. Look at how well it does or doesn't work.
- How long do you have before it starts causing a problem with our water system? Do we have a feel for that? Response: The PUD is taking this as a precautionary measure.
- Not happy with data. Need to have more updated data.
- Comment on illustration on website.
- Water rates chart.
- EES Report – kept same mistakes from last one.

There was direction to the staff to bring back proposal with more information.

7.1.3 Water leak adjustments: Customer Services Manager Jean Hall gave a report. This was brought to the BOC at the July 2, 2019, BOC meeting. This is a first look at the policy and second chance to discuss. This was aiming to set some standards for the water rate

adjustments. Customers that requested rate adjustments were about 52. They ranged anywhere from \$12.00 to two adjustments for \$3,000 total. It is a wide range.

PUBLIC COMMENT: (topics abbreviated).

- Need clarification on water usage in billing cycle – yearly or monthly.
- City of Port Townsend policy.
- What is the rationale for overbilling for the last six months? Response: That was part of customer service policy that was already approved.

7.1.4 Tree Trimming: General Manager Kevin Streett gave a report. Recommendation is to shift \$250,000 and put it into the tree trimming budget.

PUBLIC COMMENT: (topics abbreviated).

- Money well spent.
- Where are we in the tree trimming cycle? Length of that cycle? Response: Making small progress. Tackling big issues. A lot of work to do.

MOTION: Commissioner Jeff Randall made a motion to authorize the General Manager Kevin Streett to shift \$250,000.00 into the tree trimming budget. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

7.1.5 Communication Resolution discussion: Commissioner Dan Toepper gave a report and handed out a draft document. There was some discussion. No action was taken.

PUBLIC COMMENT: (topics abbreviated).

- Comment: Good job on the flyer in last newsletter.

8. SIGNING OF DOCUMENTS: The signing of documents was done in open public meeting format.

9. ADJOURNMENT:

Commissioner Jeff Randall declared the August 6, 2019, Regular Meeting of the Board of Commissioners of the Jefferson County Public Utility District No. 1 adjourned at 7:22 p.m.

Minutes prepared by
Recording Secretary Cammy Brown

Approved:

Commissioner Kenneth Collins, Secretary

Date

Attest:

Commissioner Jeff Randall, President

Date

Commissioner Daniel Toepper, Vice President

Date

Please note PUD Board of Commissioner meetings are audio recorded and posted to the PUD website at www.jeffpud.org, usually within 1-2 business days of each meeting. If you experience any difficulty accessing a particular recording, you may call 360.385.5800 for assistance. Jefferson PUD provides reasonable accommodations to persons with disabilities. We invite any person with special needs to contact our staff at 360.385.8351 at least 24 hours before the meeting to discuss any special accommodations.

VOUCHER CERTIFICATION FORM

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just and due obligation against Public Utility District No. 1 of Jefferson County, and that I am authorized to authenticate and certify to said claims, and I, the undersigned, do hereby certify under penalty of perjury that claims for employee and commissioner expenses are just and due against Public Utility District No. 1 of Jefferson County.

Signed: Mike Bailey
Mike Bailey, Financial Services Manager / District Auditor

8/28/19
Date

VOUCHER CLAIM FORMS FOR INVOICES PAID:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 120884 to # 120931	\$ 182,708.12	8/15/2019
Accounts Payable:	# 120932 to # 120985	\$ 509,472.42	8/22/2019
Payroll Checks:	# 70633 to # 70638	\$ 9,983.72	8/23/2019
Payroll Direct Deposit:		\$ 93,337.78	8/23/2019
TOTAL INVOICES PAID		\$795,502.04	

WIRE TRANSFERS PAID	AMOUNT	DATE
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GRAND TOTAL	\$795,502.04
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VOIDED WARRANTS

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Accounts Payable Check Register

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08/14/2019 To 08/26/2019

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
120884 08/15/2019	CHK	10146	A. MILLICAN CRANE SERVICE INC	CRANE SVC - 305 8TH ST 7/30/19 WO#19105	1,250.78
				TRUCK SVC - 305 8TH ST 7/30/19 WO#19105	806.60
				TRUCK SVC - 305 8TH ST 7/30/19 WO#19105	-66.60
Total for Check/Tran - 120884:					1,990.78
120885 08/15/2019	CHK	10481	AMAZON	NEW NETWORK BUILDING RACK EQUIPMENT	466.07
				DISPLAY ADAPTERS & SCREEN PROTECTION	91.24
				DISPLAY ADAPTERS & SCREEN PROTECTION	22.80
				HEADSET CABLE FOR CSR	75.83
				HEADSET CABLE FOR CSR	18.96
				WIRE/COAXIAL CABLE-100' COIL - SUBSTATIO	61.29
Total for Check/Tran - 120885:					736.19
120886 08/15/2019	CHK	10447	ANIXTER INC.	SECONDARY CONNECTOR BLOCK 8 HOLE	259.97
				POLYWATER	130.80
				BOLT	109.55
				COPPER C	180.94
				INSULINK	38.15
				STIRRUP	440.36
				4/0 COPPER COMPRESSION SPLICES	32.70
Total for Check/Tran - 120886:					1,192.47
120887 08/15/2019	CHK	10451	ASCENT LAW PARTNERS LLP	BOC MEETINGS FLAT FEE (225-104) JUL 2019	5,627.20
				BOC MEETINGS FLAT FEE (225-104) JUL 2019	1,406.80
				GENERAL UTILITY (225-102) JUL 2019	6,029.14
				GENERAL UTILITY (225-102) JUL 2019	1,507.28
Total for Check/Tran - 120887:					14,570.42
120888 08/15/2019	CHK	10688	MIKE BAILEY	PHONE ALLOWANCE - JUL 2019	40.50
				PHONE ALLOWANCE - JUL 2019	4.50
Total for Check/Tran - 120888:					45.00
120889 08/15/2019	CHK	10026	BAYVIEW PUMPS, INC	REYNOLDS WELL - WELL PUMP INSTLD 6/12	732.12
120890 08/15/2019	CHK	9998	CASCADE BICYCLE CLUB	Credit Balance Refund	500.00

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
120891 08/15/2019	CHK	10042	CELLNET TECHNOLOGY INC	METER READS - JUL 2019	27,284.22
120892 08/15/2019	CHK	10050	CHS	SAND BAGS & RUST PELLETS- SKYWATER	595.96
120893 08/15/2019	CHK	10052	CITY OF PORT TOWNSEND	PERMIT-TYPE: MIP-PMT SPARK AVE	240.50
120894 08/15/2019	CHK	10621	CRAIG LABENZ	WEB DEVELOPMENT FOR COMMUN DEPT JUL	1,275.00
				WEB DEVELOPMENT FOR COMMUN DEPT JUL	318.75
				Total for Check/Tran - 120894:	1,593.75
120895 08/15/2019	CHK	9998	JENNIFER CURTIS	Credit Balance Refund	140.18
120896 08/15/2019	CHK	10404	FARWEST LINE SPECIALTIES LLC	TOOL BUCKET	42.89
				ACSR CUTTERS & TOOL BUCKET	-32.49
				ACSR CUTTERS	350.63
				Total for Check/Tran - 120896:	361.03
120897 08/15/2019	CHK	10085	FASTENAL	SPLICE CONNECTORS, CAP SCREW & HEX NUT	190.13
				GENERAL PURPOSE WYPALL	63.03
				Total for Check/Tran - 120897:	253.16
120898 08/15/2019	CHK	9998	DAVID GIVEN	Credit Balance Refund	1,941.39
120899 08/15/2019	CHK	10384	HDR ENGINEERING INC	MISC ON CALL SVC 5/26-6/29/19	2,457.54
				WATER SYSTEM PLAN UPDATE DATA COLL&PM	140.00
				WATER SYSTEM PLAN UPDATE DOH APPR PROCES	667.58
				WATER SYSTEM PLAN UPDATE VOL#1 UPDATE	29.03
				WATER SYSTEM PLAN UPDATE VOL#2 UPDATE	5,852.31
				Total for Check/Tran - 120899:	9,146.46
120900 08/15/2019	CHK	10110	HENERY HARDWARE	COYLE- WEED CONTROL SPRY	80.63
120901 08/15/2019	CHK	10113	HRA VEBA TRUST CONTRIBUTIONS	VEBA BENEFIT JUL 2019	1,125.00
				VEBA DEDUCTION JUL 2019	1,000.00
				Total for Check/Tran - 120901:	2,125.00
120902 08/15/2019	CHK	10118	JCI JONES CHEMICALS, INC.	HYPOCHLORITE SOLUTION, SS150 BULK, 34GAL	30.60
				HYPOCHLORITE SOLUTION SS150	2,549.21

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				HYPOCHLORITE SOLUTION SS150 BULK	1,382.22
				Total for Check/Tran - 120902:	3,962.03
120903 08/15/2019	CHK	10320	ANNETTE JOHNSON	PHONE ALLOWANCE - JUL 2019	36.00
				PHONE ALLOWANCE - JUL 2019	9.00
				NWPPA RECORDS MGMT MTG 8/8/19 TRVL EXP	355.23
				NWPPA RECORDS MGMT MTG 8/8/19 TRVL EXP	88.81
				NWPPA MGM & LEADING CHNG 7/29-8/1 TRVL E	142.40
				NWPPA MGM & LEADING CHNG 7/29-8/1 TRVL E	35.60
				Total for Check/Tran - 120903:	667.04
120904 08/15/2019	CHK	10163	NOR'WEST CUSTODIAL SERVICES, INC.	CUSTODIAL SVC JUL 2019	997.50
				CUSTODIAL SVC JUL 2019	224.00
				CUSTODIAL SVC JUL 2019	56.00
				Total for Check/Tran - 120904:	1,277.50
120905 08/15/2019	CHK	10166	NWPPA	3 Cs CONF 10/22-10/24/19 CSRS REG FEE	1,360.00
120906 08/15/2019	CHK	10631	WILL O'DONNELL	PHONE ALLOWANCE - JUL 2019	36.00
				PHONE ALLOWANCE - JUL 2019	9.00
				Total for Check/Tran - 120906:	45.00
120907 08/15/2019	CHK	10167	OFFICE DEPOT	ENG ANNEX WALL HOOKS	135.55
				OFFICE SUPPLIES - ENGINEERING ANNEX	479.59
				OFFICE SUPPLIES- ENGINEERING ANNEX	217.95
				OFFICE SUPPLIES - OPERATIONS	129.27
				OFFICE SUPPLIES - OPERATIONS	77.42
				Total for Check/Tran - 120907:	1,039.78
120908 08/15/2019	CHK	10169	OLYCAP	PWRBST/OLYCAP JUL 2019	1,226.98
120909 08/15/2019	CHK	10171	ON LINE INFORMATION SERVICES	ONLINE UTILITY EXG REPORT - JUL 2019	277.20
				ONLINE UTILITY EXG REPORT - JUL 2019	5.60
				Total for Check/Tran - 120909:	282.80
120910 08/15/2019	CHK	10175	PACIFIC UNDERWRITERS CORP	LIFE - SEP 2019	77.30

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Accounts Payable Check Register

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				LTD - SEP 2019	985.74
Total for Check/Tran - 120910:					1,063.04
120911 08/15/2019	CHK	10181	PENINSULA PEST CONTROL	C# PUD8349 - 1ST X GNAT SVC FOUR CRNRS	174.40
				C# PUD8349 - 1ST X GNAT SVC FOUR CRNRS	43.60
				RODENT SVC MHTLY FOUR CRNRS AUG 2019	81.75
Total for Check/Tran - 120911:					299.75
120912 08/15/2019	CHK	10188	PLATT ELECTRIC SUPPLY	WIRE/STRUT-NEW NETWORK	78.44
				LUGS	413.02
Total for Check/Tran - 120912:					491.46
120913 08/15/2019	CHK	10197	PRINTERY COMMUNICATIONS	GENERAL ADVERTS - PROOFS PRINTED	21.45
				GENERAL ADVERTS - PROOFS PRINTED	5.36
				TRAINING GUIDE FOR CSRS	165.05
				TRAINING GUIDE FOR CSRS	18.34
Total for Check/Tran - 120913:					210.20
120914 08/15/2019	CHK	10205	QUILCENE HENERYS HARDWARE	WASP & HORNET SPRAY	13.06
120915 08/15/2019	CHK	10212	ROHLINGER ENTERPRISES INC	QRTLRY GLOVE & BLANKET TESTING 7/23/19	908.12
120916 08/15/2019	CHK	10652	RWC INTERNATIONAL, LTD.	MINOR REPAIRS VEH# 101	2,141.96
120917 08/15/2019	CHK	10556	S&A WELDING	BUMPER INSTALL VEH# 106	654.00
				REPAIR WIRING-TRAILER VEH# 116	218.00
Total for Check/Tran - 120917:					872.00
120918 08/15/2019	CHK	10216	SECURITY SERVICES NW, INC.	ACCT # 0260 ANSWER SVC FOR AUG 2019	1,999.36
				ACCT # 0260 ANSWER SVC FOR AUG 2019	1,999.36
				ACCT # 0260 ANSWER SVC FOR AUG 2019	999.68
Total for Check/Tran - 120918:					4,998.40
120919 08/15/2019	CHK	10217	SETON CONSTRUCTION INC	TRENCH&CONDUIT - KALA PT BLUFF 3/22-4/04	5,028.84
120920 08/15/2019	CHK	10219	SHOLD EXCAVATING INC	KILISUT HARBOR PROJECT WTRLINE 7/01/19	66,429.00
				REYNOLDS WELL- GRAVEL	30.00

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Accounts Payable Check Register

08/14/2019 To 08/26/2019

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				KILISUT HARBOR PROJECT WTRLINE 7/01/19	8,682.30
				Total for Check/Tran - 120920:	75,141.30
120921 08/15/2019	CHK	10331	ST VINCENT DE PAUL	PWRBST/ST VINCENT DE PAUL JUL 2019	1,226.98
120922 08/15/2019	CHK	10400	DONALD K STREETT	PHONE ALLOWANCE - JUL 2019	36.00
				PHONE ALLOWANCE - JUL 2019	9.00
				Total for Check/Tran - 120922:	45.00
120923 08/15/2019	CHK	10637	THE DOCTORS CLINIC	CDL PHYSICAL FOR LINEMAN AUG-2019	120.00
120924 08/15/2019	CHK	10548	THE HEATHMAN LODGE	NWPPA MGM & LEADING CHNG 7/29-8/1 TRVL E	608.53
				NWPPA MGM & LEADING CHNG 7/29-8/1 TRVL E	67.61
				Total for Check/Tran - 120924:	676.14
120925 08/15/2019	CHK	10252	ULINE	PACKING WRAP	50.12
				LOCATE FLAGS	105.51
				LOCATE FLAGS	59.35
				PACKING WRAP	50.12
				Total for Check/Tran - 120925:	265.10
120926 08/15/2019	CHK	10620	UPS	JUL-19 FREIGHT	71.10
120927 08/15/2019	CHK	10256	UTILITIES UNDERGROUND LOCATION	ACCT #120700 LOCATES- JUL 2019	99.33
				ACCT #120700 LOCATES- JUL 2019	79.98
				Total for Check/Tran - 120927:	179.31
120928 08/15/2019	CHK	9999	DAVID WARD	REFUND FOR WO#19221 - DESIGN CHANGE	3,613.10
120929 08/15/2019	CHK	10274	WESTBAY AUTO PARTS, INC.	OIL & OIL FILTERS FOR VEH# 207	47.96
				FUEL 1 QT-50 1 PREX MIX VEH# 119	13.06
				Total for Check/Tran - 120929:	61.02
120930 08/15/2019	CHK	10653	WILDFLOWER	5 SUBSTATIONS: MOWING OCT 2018	163.50
				FOUR CORNERS: LANDSCAPING OCT 2018	26.16
				FOUR CORNERS: LANDSCAPING OCT 2018	6.54
				5 SUBSTATIONS: MOWING NOV 2018	163.50

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				FOUR CORNERS: LANDSCAPING NOV 2018	26.16
				FOUR CORNERS: LANDSCAPING NOV 2018	6.54
				5 SUBSTATIONS: MOWING DEC 2018	163.50
				FOUR CORNERS: LANDSCAPING DEC 2018	26.16
				FOUR CORNERS: LANDSCAPING DEC 2018	6.54
				FOUR CORNERS: LANDSCAPING MAY 2019	249.48
				FOUR CORNERS: LANDSCAPING MAY 2019	62.37
				LANDSCAPING	1,559.25
				LANDSCAPING	249.48
				LANDSCAPING	62.37
				LANDSCAPING	1,559.25
				LANDSCAPING	1,559.25
				FOUR CORNERS: LANDSCAPING AUG 2018	26.16
				FOUR CORNERS: LANDSCAPING AUG 2018	6.54
				PORT HADLOCK: LANDSCAPING AUG 2018	26.16
				PORT HADLOCK: LANDSCAPING AUG 2018	6.54
				FOUR CORNERS: LANDSCAPING SEP 2018	26.16
				FOUR CORNERS: LANDSCAPING SEP 2018	6.54
				PORT HADLOCK: LANDSCAPING SEP 2018	26.16
				PORT HADLOCK: LANDSCAPING SEP 2018	6.54
Total for Check/Tran - 120930:					6,020.85
120931	08/15/2019	CHK	10278	WPUDA	
				2019 SEPTEMBER ASSOCIATION MEETING	40.00
				2019 SEPTEMBER ASSOCIATION MEETING	10.00
				MONTHLY DUES- AUG 2019	4,656.80
				MONTHLY DUES- AUG 2019	1,164.20
Total for Check/Tran - 120931:					5,871.00
120932	08/22/2019	CHK	10004	A+ EQUIPMENT RENTALS	
				AIR COMPRESSOR RNTL FOR WO#19067	279.86
120933	08/22/2019	CHK	10481	AMAZON	
				SHADES-ANNEX	85.88
				PRINTER RIBBON	60.59
				REPLACEMENT LED BEACON	158.05

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				DESK COMPARTMENT DRAWER	130.77
Total for Check/Tran - 120933:					435.29
120934 08/22/2019	CHK	9998	ANDREAS ANDREADIS	Credit Balance Refund	50.57
120935 08/22/2019	CHK	10447	ANIXTER INC.	CABLE TO FLAT BAR TAP	843.66
				STIRRUP	926.50
				WIRE #2 AL OH TPX, COLD SHRINK&GUY STRAN	1,153.65
				WASP/ANT SPRAY	52.32
				COLD SHRINK	981.01
				COPPER C	218.00
				GUY STRANDWISE	395.13
				SIDE BY	39.24
				SPLICE	148.80
Total for Check/Tran - 120935:					4,758.31
120936 08/22/2019	CHK	9998	MICHAEL ARTMAN	Credit Balance Refund	35.60
120937 08/22/2019	CHK	10641	MELISSA BLAIR	NISC PAYROLLTRNG 11/17-11/21/19 TRVL EXP	272.53
				NISC PAYROLLTRNG 11/17-11/21/19 TRVL EXP	30.28
Total for Check/Tran - 120937:					302.81
120938 08/22/2019	CHK	10763	BUILDERS EXCHANGE OF WASHINGTO	AD FOR BIDS FOR REMODELBUILDING WO#18258	771.50
120939 08/22/2019	CHK	10037	CARLSON SALES METERING SOLUTION	METER TESTING	3,488.00
120940 08/22/2019	CHK	10045	CENTURY LINK-S	CHOICE BUSINESS 8/04-9/03	107.26
				CHOICE BUSINESS 8/04-9/03	26.81
				FIRE ALARMS 4 CRNRS CHOICE BUS 8/05-9/04	32.76
				FIRE ALARMS 4 CRNRS CHOICE BUS 8/05-9/04	14.24
				FIRE ALARMS 4 CRNRS CHOICE BUS 8/05-9/04	38.45
				FIRE ALARMS 4 CRNRS CHOICE BUS 8/05-9/04	56.97
				CHOICE BUSINESS (FAXLINE) - AUG 2019	14.24
				CHOICE BUSINESS (FAXLINE) - AUG 2019	6.40
				CHOICE BUSINESS (FAXLINE) - AUG 2019	17.80

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				CHOICE BUSINESS (FAXLINE) - AUG 2019	25.64
				CHOICE BUSINESS (FAXLINE) - AUG 2019	2.86
				CHOICE BUSINESS (FAXLINE) - AUG 2019	4.27
				BUSINESS LINE 8/05-9/04	42.78
				BUSINESS LINE 8/05-9/04	10.70
				DIRECT INWARD DIALING 8/05-9/04	59.26
				DIRECT INWARD DIALING 8/05-9/04	25.48
				DIRECT INWARD DIALING 8/05-9/04	69.57
				DIRECT INWARD DIALING 8/05-9/04	103.06
				DIRECT INWARD DIALING 8/05-9/04	11.75
				DIRECT INWARD DIALING 8/05-9/04	17.17
				Total for Check/Tran - 120940:	687.47
120941	08/22/2019	CHK 10059	DAILY JOURNAL OF COMMERCE	ACC#3456- INVITATION TO BID NEW BUILDING	407.40
120942	08/22/2019	CHK 10078	ESCI	ESCI SAFETY TRAINING - 8/21/2019	1,905.00
120943	08/22/2019	CHK 9998	BARRY FORD	Credit Balance Refund	510.11
120944	08/22/2019	CHK 9999	FORT WORDEN STATE PARK	ENERGY CONSERVATION REBATE-COMMLIGHTING	76,849.00
120945	08/22/2019	CHK 9998	AMANDA GAUDET	Credit Balance Refund	84.30
120946	08/22/2019	CHK 10094	GENERAL PACIFIC, INC	TRAN 1P PAD 25KVA 120/240 & POLE 75KVA	13,330.70
				HEAT SHRINK	474.15
				LED LIGHTBULBS FOR FAIR QTY250	953.75
				LED LIGHTBULBS FOR FAIR QTY500	1,907.50
				HOTLINE CLAMP	846.93
				LUG	294.30
				TANK GROUNDS	400.03
				POLYWATER	476.77
				Total for Check/Tran - 120946:	18,684.13
120947	08/22/2019	CHK 9998	WANDA GLINKE	Credit Balance Refund	157.33
120948	08/22/2019	CHK 10323	GOOD TO GO	TOLL TACOMA NARROWS VEH 123 8/1/19	7.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
120949 08/22/2019	CHK	10098	GRAINGER	FUSES TRANSFORMER DECALS	10.55 137.30
Total for Check/Tran - 120949:					147.85
120950 08/22/2019	CHK	10732	GRAYBAR ELECTRIC COMPANY INC.	FUSE PANELS-NETWORK BUILDING FUSE PANELS-NETWORK BUILDING	2,997.28 749.32
Total for Check/Tran - 120950:					3,746.60
120951 08/22/2019	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	REYNOLDS WELL - GAVL NIPPLE 2XCLOSE WO#29001 - PAINTING SUPP FOR HYDRANTS WO#21916 310 FOUR CRNRS - CONCRETE WO#29001 - PAINT BRUSHES FOR HYDRANTS WO#29001 - PAINT BRUSHES FOR HYDRANTS KALA POINT - POTTING SOIL REYNOLDS WELL - GDN HOSE TOOL - BAST FILE & HANDLE	7.17 113.79 7.88 52.22 50.03 22.86 65.38 18.51
Total for Check/Tran - 120951:					337.84
120952 08/22/2019	CHK	10396	JEAN M HALL	FAIR BOOTH DECORATIONS FAIR BOOTH DECORATIONS	74.79 18.70
Total for Check/Tran - 120952:					93.49
120953 08/22/2019	CHK	10110	HENERY HARDWARE	HEAT SHRINK	22.17
120954 08/22/2019	CHK	10518	J HARLEN COMPANY	REPLACEMENT LANYARD	158.61
120955 08/22/2019	CHK	10281	JEFFCO EFTPS	EMPLOYEES' MEDICARE TAX EMPLOYER'S MEDICARE TAX EMPLOYEES' FICA TAX EMPLOYER'S FICA TAX EMPLOYEES' FEDERAL WITHHOLDING EMPLOYEES' FEDERAL WITHHOLDING TAX	2,306.47 2,306.47 9,862.20 9,862.20 7,612.06 7,524.98
Total for Check/Tran - 120955:					39,474.38
120956 08/22/2019	CHK	10532	JEFFERSON COUNTY PUD PAYROLL AC	PAYROLL DEPOSIT FOR 8/23/2019 CHECKS	9,983.72

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
PAYROLL DEPOSIT FOR 8/23/2019 DIR DEP					93,337.78
Total for Check/Tran - 120956:					103,321.50
120957 08/22/2019	CHK	10128	JEFFERSON COUNTY TREASURER	B&O TAX JUL 2019	101,504.09
120958 08/22/2019	CHK	10330	KARR TUTTLE CAMPBELL	PROFESSIONAL SVC: JUN 2019	450.00
				PROFESSIONAL SVC: JUN 2019	112.50
Total for Check/Tran - 120958:					562.50
120959 08/22/2019	CHK	9998	NICHOLAS KELBON	Credit Balance Refund	20.73
120960 08/22/2019	CHK	10286	L & J ENTERPRISES	EXCAVATING - 3243 HASTINGS 8/01/19	1,373.40
				EXCAVATING - 970 FORT GATE 7/29/19	741.20
Total for Check/Tran - 120960:					2,114.60
120961 08/22/2019	CHK	10136	LES SCHWAB TIRES	REPLACEMENT BATTERY VEH# 105	94.34
120962 08/22/2019	CHK	10141	MARSH USA INC	CLNT# 5150300000- POLE ATTACH BOND 1YR	100.00
120963 08/22/2019	CHK	10616	MCMASTER-CARR SUPPLY COMPANY	GROMMETS	67.63
120964 08/22/2019	CHK	10230	MEDIBAG COMPANY	PHARMACY BAGS ADVERTISEMENT	2,236.00
120965 08/22/2019	CHK	10167	OFFICE DEPOT	OFFICE SUPPLIES- ANNEX	11.71
				OFFICE SUPPLIES- ENGINEERING ANNEX	21.88
				OFFICE SUPPLIES- ANNEX	11.24
				OFFICE SUPPLIES- ANNEX	0.47
				OFFICE SUPPLIES- ENGINEERING ANNEX	19.59
				OFFICE SUPPLIES - ANNEX	18.10
				OFFICE SUPPLIES - ANNEX	14.47
				OFFICE SUPPLIES - ANNEX	3.62
Total for Check/Tran - 120965:					101.08
120966 08/22/2019	CHK	10169	OLYCAP	RATE REDCTN PRGM:LIHEAP&NONLIHEAP JUN-19	873.00
				RATE REDCTN PRGM:LIHEAP&NONLIHEAP JUN-19	27.00
Total for Check/Tran - 120966:					900.00
120967 08/22/2019	CHK	10549	PENINSULA LEGAL SECRETARIAL SER	TRANSCRIPTION SVC 8/06-8/20/19	546.00

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				TRANSCRIPTION SVC 8/06-8/20/19	136.50
				Total for Check/Tran - 120967:	682.50
120968 08/22/2019	CHK	10188	PLATT ELECTRIC SUPPLY	2" EMT STRAP	22.93
				POWER STRUT CHANNEL-NO HOLES 1 5/8"	98.56
				POWER STRUT DOUBLE WING CONNECTOR	122.59
				WIRE	212.55
				CONDUIT PISTON	40.99
				CONDUIT PISTON	19.51
				LUGS	115.56
				CIRCUIT BREAKER	526.60
				SAWZALL BLADES	11.45
				Total for Check/Tran - 120968:	1,170.74
120969 08/22/2019	CHK	9998	QUINN RICHARDS	Credit Balance Refund	131.84
120970 08/22/2019	CHK	9998	CARMELA SEVERIN	Credit Balance Refund	60.94
120971 08/22/2019	CHK	10658	SHELTER WORKS	FIBERGLASS SHELTER 10' X 14' X 8'	-2,146.05
				FIBERGLASS SHELTER 10' X 14' X 8'	25,991.05
				FIBERGLASS SHELTER 10' X 20' X 8'	-2,627.55
				FIBERGLASS SHELTER 10' X 20' X 8'	31,822.55
				Total for Check/Tran - 120971:	53,040.00
120972 08/22/2019	CHK	10219	SHOLD EXCAVATING INC	GRAVEL - 452 W VALLEY 8/15/19	17.44
				EXCAVATOR; L&M EMRG- FLAGLER 7/17/19	1,106.35
				EXCAVATOR;L&M EMRG- 74 E MONTGOMERY 7/28	1,102.81
				PAD/CONDUIT/VAULTS-4CRNRS NETWORK BLD	31,244.40
				PAD/CONDUIT/VAULTS-4CRNRS NETWORK BLD	8,840.70
				WIDEN REAR ENTRN-310 FOUR CRNRS REMODLE	3,613.50
				EXCAVATOR; L&M-310 FOUR CRNRS REMODLE	7,737.07
				EXCAVATOR; L&M-310 FOUR CRNRS REMODLE	9,748.88
				Total for Check/Tran - 120972:	63,411.15
120973 08/22/2019	CHK	10542	SHORT STOP TRUCK REPAIR LLC	INSTALL NEW ALTERNATOR VEH# 122	737.19

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
					NEW BATTERY INSTALL VEH# 122	450.60
					Total for Check/Tran - 120973:	1,187.79
120974	08/22/2019	CHK	9998	DALE C SMITH	Credit Balance Refund	36.72
120975	08/22/2019	CHK	10227	SOUND PUBLISHING INC	METER READER AD JUL-19	113.55
					PEN FAMILIES PAGE JUL-19	220.00
					PEN FAMILIES PAGE JUL-19	55.00
					LEGAL: BID INVITE NEW BUILD 8/01-8/08	347.10
					Total for Check/Tran - 120975:	735.65
120976	08/22/2019	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI QUIMPER MO 8/07/19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: COLI/ECOLI MONTHLYS AUG-19	23.00
					TESTING: SOC TRITON COVE 7/17/19	203.00
					TESTING: SOC TRITON COVE 7/17/19	203.00
					TESTING: SOC PORT OF PT 7/17/19	203.00

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				TESTING: COLI/ECOLI, IRON&ZINC REYNOLDS	23.00
				TESTING: COLI/ECOLI, IRON&ZINC REYNOLDS	23.00
				TESTING: COLI/ECOLI, IRON&ZINC REYNOLDS	23.00
				TESTING: COLI/ECOLI QUIMPER ASSESSMENT	23.00
				TESTING: COLI/ECOLI QUIMPER ASSESSMENT	23.00
				TESTING: COLI/ECOLI QUIMPER ASSESSMENT	23.00
				TESTING: RAD,GRS ALPH REYNOLDS WELL 6/25	280.00
				Total for Check/Tran - 120976:	1,464.00
120977 08/22/2019	CHK	10756	LYNNE STRYKER	AUG 2019 RENT - HR	68.24
				NOV 2019 RENT - HR	2,587.37
				OCT 2019 RENT - HR	2,455.04
				SEP 2019 RENT - HR	102.35
				Total for Check/Tran - 120977:	5,213.00
120978 08/22/2019	CHK	10733	DAN TOEPFER	PUD, KPTZ,FAIR&CAB 8/05-8/18/19 TRVL EXP	52.90
				PUD, KPTZ,FAIR&CAB 8/05-8/18/19 TRVL EXP	13.22
				Total for Check/Tran - 120978:	66.12
120979 08/22/2019	CHK	10251	UGN - JEFFERSON COUNTY	UNITED GOOD NEIGHBORS EE	10.00
120980 08/22/2019	CHK	10255	USA BLUEBOOK	WATER PARTS - CHLORINE REAGENT TABLETS	428.94
				WATER PARTS - LMI PUMP REPAIR KIT	184.48
				Total for Check/Tran - 120980:	613.42
120981 08/22/2019	CHK	10737	VAN ALLER SURVEYING	SURVEY PUD YARD PROPERTY LINE	1,705.00
120982 08/22/2019	CHK	9998	DEBORAH VASENDA	Credit Balance Refund	299.27
120983 08/22/2019	CHK	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE 8/23/19	10,374.89
				PL DEFERRED COMP ER 8/23/19	3,594.31
				Total for Check/Tran - 120983:	13,969.20
120984 08/22/2019	CHK	10337	WA STATE DEPT OF TRANSPORTATION	PERMIT-WO#19206-INSTL CNDT SR101 M291.91	150.00
				PERMIT-WO#19221-INSTL CNDT SR101 M293.35	150.00
				Total for Check/Tran - 120984:	300.00

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Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
120985 08/22/2019	CHK	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE 8/23/2019	957.99

Total Payments for Bank Account - 1 :	(102)	692,180.54
Total Voids for Bank Account - 1 :	(0)	0.00
Total for Bank Account - 1 :	(102)	692,180.54
Grand Total for Payments :	(102)	692,180.54
Grand Total for Voids :	(0)	0.00
Grand Total :	(102)	692,180.54

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS
PAY DATE: 8/23/2019

<u>Empl</u>	<u>Position</u>	<u>Check #</u>	<u>Date #</u>	<u>Amount</u>
2000	WATER DISTRIBUTION MANAGER II	70633	8/23/2019	1,652.05
2006	INTERN	70634	8/23/2019	877.39
2001	WATER DISTRIBUTION MANAGER II	70635	8/23/2019	1,636.85
3032	CUSTOMER SERVICE REP	70636	8/23/2019	856.80
2003	WATER TREATMENT PLANT OPERATOR III	70637	8/23/2019	2,213.83
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	70638	8/23/2019	2,746.80
				9,983.72

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL
PAY DATE: 8/23/2019

Empl	Position	Pay Date	Net Pay
3029	ACCOUNTING TECH II	08/23/2019	1,714.66
4006	COMMISSIONER DIST 1	08/23/2019	932.80
4004	COMMISSIONER DIST 2	08/23/2019	979.89
4008	COMMISSIONER DIST 3	08/23/2019	958.66
3034	COMMUNICATIONS MANAGER	08/23/2019	1,965.26
3002	CUSTOMER SERVICE COORDINATOR	08/23/2019	1,374.18
3020	CUSTOMER SERVICE MANAGER	08/23/2019	1,664.59
3014	CUSTOMER SERVICE REP	08/23/2019	1,192.05
3022	CUSTOMER SERVICE REP	08/23/2019	1,653.63
3038	CUSTOMER SERVICE REP	08/23/2019	1,104.47
3039	CUSTOMER SERVICE REP	08/23/2019	1,056.06
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	08/23/2019	1,949.78
3033	FINANCIAL SERVICES MANAGER	08/23/2019	2,470.15
1008	FOREMAN LINEMAN	08/23/2019	4,641.45
1012	FOREMAN LINEMAN	08/23/2019	3,103.14
1011	GENERAL MANAGER	08/23/2019	4,263.31
1017	HEAD STOREKEEPER	08/23/2019	2,261.61
3008	INFORMATION TECHNOLOGY MANAGER	08/23/2019	3,112.94
1040	INTERN	08/23/2019	740.59
3037	INTERN	08/23/2019	856.56
3028	IT SUPPORT TECHNICIAN	08/23/2019	1,725.22
1000	LINEMAN	08/23/2019	3,775.52
1016	LINEMAN	08/23/2019	2,986.49
1020	LINEMAN	08/23/2019	3,375.34
1028	LINEMAN	08/23/2019	2,790.71
1034	LINEMAN	08/23/2019	4,631.50
1018	METER READER	08/23/2019	1,199.51
1035	METER READER	08/23/2019	2,023.67
2005	METER READER/OIT1	08/23/2019	1,341.06
1026	OPERATIONS ASSISTANT	08/23/2019	1,491.64
3004	RESOURCE MANAGER	08/23/2019	2,354.49
1003	SCADA TECH/APPRENTICE	08/23/2019	1,954.27
1015	SCADA TECH/APPRENTICE	08/23/2019	2,616.00
1027	SENIOR ENGINEER	08/23/2019	2,812.40
1037	SPECIAL PROJECTS COORDINATOR	08/23/2019	1,910.34
1031	STAKING ENGINEER	08/23/2019	1,948.92
1039	STAKING ENGINEER	08/23/2019	1,991.62
1014	STOREKEEPER	08/23/2019	2,375.53
1033	SUBSTATION TECH	08/23/2019	3,808.33
3013	UTILITY ACCOUNTANT II	08/23/2019	1,495.70
3003	UTILITY BILLING CLERK	08/23/2019	1,372.83
3027	UTILITY BILLING CLERK	08/23/2019	1,362.50
3000	UTILITY BILLING COORDINATOR	08/23/2019	1,516.96
2002	WATER DISTRIBUTION MANAGER II	08/23/2019	2,481.45
			93,337.78

VOUCHER APPROVAL FORM

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Jefferson County hereby approve pending payments for transactions greater than \$100,000, if any. The following transactions are approved from the General Fund in the amount of **\$795,502.04** on this **3RD** day of **SEPTEMBER 2019** ;

Jeff Randall President	Dan Toepper Vice President	Kenneth Collins Secretary
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PENDING INVOICES OVER \$100,000 TO BE APPROVED:

Bernt Ericson, Visitor Center	Inv#	4028	dated	8/26/2019	\$	210,261.00
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PAYMENTS TO BE APPROVED:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 120884 to # 120931	\$ 182,708.12	8/15/2019
Accounts Payable:	# 120932 to # 120985	\$ 509,472.42	8/22/2019
Payroll Checks:	# 70633 to # 70638	\$ 9,983.72	8/23/2019
Payroll Direct Deposit:		\$ 93,337.78	8/23/2019

TOTAL INVOICES PAID	\$795,502.04
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	AMOUNT	DATE
WIRE TRANSFERS PAID		

PAYMENT TOTAL	\$795,502.04
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VOIDED WARRANTS

Jefferson County PUD No. 1
Electric Division
Statement of Operations
As of July 31, 2019

PART A. STATEMENT OF OPERATIONS				
ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR	THIS YEAR	BUDGET	
	(a)	(b)	(c)	
1. Operating Revenue and Patronage Capital	22,843,009	23,515,495	22,436,877	2,271,315
2. Power Production Expense	0	0	0	0
3. Cost of Purchased Power	8,937,478	9,126,585	9,573,544	1,077,239
4. Transmission Expense	1,137,143	1,124,911	951,068	98,664
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	598,221	863,343	396,865	77,712
7. Distribution Expense - Maintenance	1,237,659	1,227,146	991,837	196,007
8. Consumer Accounts Expense	807,381	780,433	672,502	128,180
9. Customer Service and Informational Expense	52,784	23,928	79,323	2,843
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	1,376,958	1,513,981	1,766,594	174,814
12. Total Operation & Maintenance Expense (2 thru 11)	14,147,624	14,660,327	14,431,733	1,755,459
13. Depreciation & Amortization Expense	3,028,035	3,079,919	3,049,419	443,342
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	1,305,120	1,351,558	1,395,393	130,847
16. Interest on Long-Term Debt	1,672,972	1,629,147	1,628,868	230,347
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	5	0	0
19. Other Deductions	256	248	0	0
20. Total Cost of Electric Service (12 thru 19)	20,154,007	20,721,204	20,505,413	2,559,995
21. Patronage Capital & Operating Margins (1 minus 20)	2,689,002	2,794,291	1,931,464	(288,680)
22. Non Operating Margins - Interest	68,588	101,738	33,124	14,720
23. Allowance for Funds Used During Construction	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0
25. Non Operating Margins - Other	752,214	679,575	300,355	58,904
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	17,112	14,601	0	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	3,526,916	3,590,205	2,264,943	(215,056)

Times Interest Earned Ratio (TIER) (Year to Date)	3.11	3.20	2.39
Operating Times Interest Earned Ratio (OTIER) (Year to Date)	2.61	2.72	2.19
Debt Service Coverage Ratio (DSC) (Year to Date)	4.05	4.08	3.42
Operating Debt Service Coverage Ratio (ODSC) (Year to Date)	3.64	3.69	3.25
Rolling 12 Month TIER	2.14	2.87	

**Jefferson County PUD No. 1
Electric Division
Balance Sheet
July 31, 2019**

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	167,354,196	29. Memberships	0
2. Construction Work in Progress	8,553,523	30. Patronage Capital	0
3. Total Utility Plant (1+2)	175,907,719	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	60,627,044	32. Operating Margins - Current Year	2,794,290
5. Net Utility Plant (3-4)	115,280,675	33. Non-Operating Margins	795,914
6. Nonutility Property - Net	2,220	34. Other Margins & Equities	21,605,844
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	25,196,048
8. Invest. in Assoc. Org. - Patronage Capital	0	36. Long-Term Debt RUS (Net)	101,415,713
9. Invest. in Assoc. Org. - Other - General Funds	50,113	37. Long-Term Debt - Other (Net)	0
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	101,415,713
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	1,995,984
13. Special Funds	1,176,521	41. Total Other Noncurrent Liabilities (39+40)	1,995,984
14. Total Other Property & Investments (6 thru 13)	1,228,854	42. Notes Payable	0
15. Cash-General Funds	4,433,107	43. Accounts Payable	3,425,631
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	123,350
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	5,866,876	46. Current Maturities Long-Term Debt-Economic Dev.	0
19. Notes Receivable - Net	0	47. Current Maturities Capital Leases	0
20. Accounts Receivable - Net Sales of Energy	1,614,409	48. Other Current & Accrued Liabilities	1,423,609
21. Accounts Receivable - Net Other	1,178,141	49. Total Current & Accrued Liabilities (42 thru 48)	4,972,590
22. Renewable Energy Credits	0	50. Deferred Credits	421,121
23. Materials & Supplies - Electric and Other	1,856,609	51. Total Liabilities & Other Credits (35+38+41+49+50)	134,001,456
24. Prepayments	179,549	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
25. Other Current & Accrued Assets	2,006,115	Balance Beginning of Year	0
26. Total Current & Accrued Assets (15 thru 25)	17,134,806	Amounts Received This Year (Net)	346,949
27. Deferred Debits	357,122	TOTAL Contributions-In-Aid-Of-Construction	346,949
28. Total Assets & Other Debits (5+14+26+27)	134,001,457		

Equity Ratio **18.80%**
 (Total Margins & Equities/Total Assets & Other Debits) x 100

**Jefferson County PUD #1
Power Requirements
As of July 31, 2019**

PART C. POWER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	July CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly KWH SALES AND REVENUE (d)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	17,452	17,419	
	b. KWH Sold			10,318,185
	c. Revenue			1,257,241
2. Residential Sales - Seasonal	a. No. Consumers Served	6	6	
	b. KWH Sold			0
	c. Revenue			0
3. Irrigation Sales	a. No. Consumers Served	2	1	
	b. KWH Sold			10,690
	c. Revenue			792
4. Comm. and Ind. 1000 KVA or Less	a. No. Consumers Served	2,268	2,254	
	b. KWH Sold			4,348,325
	c. Revenue			494,980
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served	21	21	
	b. KWH Sold			8,259,714
	c. Revenue			486,842
6. Public Street & Highway Lighting	a. No. Consumers Served	206	205	
	b. KWH Sold			31,319
	c. Revenue			17,132
7. Non Metered Device Authority	a. No. Consumers Served	3	3	
	b. KWH Sold			0
	c. Revenue			45
8. Sales for Resales-RUS Borrowers	a. No. Consumers Served	0		
	b. KWH Sold			0
	c. Revenue			0
9. Sales for Resales-Other	a. No. Consumers Served	0		
	b. KWH Sold			0
	c. Revenue			0
10. TOTAL No. of Consumers (lines 1a thru 9a)		19,958	19,909	
11. TOTAL KWH Sold (lines 1b thru 9b)				22,968,233
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)				2,257,031
13. Transmission Revenue				0
14. Other Electric Revenue				14,284
15. KWH - Own Use				122,763
16. TOTAL KWH Purchased				24,343,050
17. TOTAL KWH Generated				0
18. Cost of Purchases and Generation				1,077,239
19. Interchange - KWH - Net				0
20. Peak - Sum All KW Input (Metered)				42,672

Electric Division
Comparison 2018 Actuals to 2019 Actuals Year to Date Through July

	2018 Actuals July YTD	2019 Actuals July YTD	Variance
1. Operating Revenue and Patronage Capital	22,843,009	23,515,495	672,486
2. Power Production Expense	0	0	0
3. Cost of Purchased Power	8,937,478	9,126,585	189,107
4. Transmission Expense	1,137,143	1,124,911	(12,232)
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	598,221	863,343	265,122
7. Distribution Expense - Maintenance	1,237,659	1,227,146	(10,513)
8. Consumer Accounts Expense	807,381	780,433	(26,948)
9. Customer Service and Informational Expense	52,784	23,928	(28,856)
10. Sales Expense	0	0	0
11. Administrative and General Expense	1,376,958	1,513,981	137,023
12. Total Operation & Maintenance Expense (2 thru 11)	14,147,624	14,660,327	512,703
13. Depreciation & Amortization Expense	3,028,035	3,079,919	51,884
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	1,305,120	1,351,558	46,438
16. Interest on Long-Term Debt	1,672,972	1,629,147	(43,825)
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	5	5
19. Other Deductions	256	248	(8)
20. Total Cost of Electric Service (12 thru 19)	20,154,007	20,721,204	567,197
21. Patronage Capital & Operating Margins (1 minus 20)	2,689,002	2,794,291	105,289
22. Non Operating Margins - Interest	68,588	101,738	33,150
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	752,214	679,575	(72,639)
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	17,112	14,601	(2,511)
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	3,526,916	3,590,205	63,289

Jefferson County PUD No. 1
Water Division
Statement of Operations
As of July 31, 2019

PART A. STATEMENT OF OPERATIONS				
ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR	THIS YEAR	BUDGET	
	(a)	(b)	(c)	
1. Operating Revenue and Patronage Capital	1,296,900	1,457,160	1,715,270	259,135
2. Power Production Expense	221	209	0	0
3. Cost of Purchased Power	68,939	2,286	69,158	362
4. Transmission Expense	0	0	0	0
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	359,073	392,752	443,082	66,581
7. Distribution Expense - Maintenance	200,096	225,035	194,393	35,242
8. Consumer Accounts Expense	93,170	71,393	121,957	13,821
9. Customer Service and Informational Expense	1,241	147	17,168	37
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	263,672	381,928	353,645	54,187
12. Total Operation & Maintenance Expense (2 thru 11)	986,412	1,073,750	1,199,403	170,230
13. Depreciation & Amortization Expense	419,962	409,412	434,954	58,420
14. Tax Expense - Property & Gross Receipts	0	0	0	0
15. Tax Expense - Other	63,420	70,317	67,992	12,317
16. Interest on Long-Term Debt	138,550	157,652	127,674	21,097
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	0	0	0	0
20. Total Cost of Water Service (12 thru 19)	1,608,344	1,711,131	1,830,023	262,064
21. Patronage Capital & Operating Margins (1 minus 20)	(311,444)	(253,971)	(114,753)	(2,929)
22. Non Operating Margins - Interest	82,765	116,424	60,858	11,956
23. Allowance for Funds Used During Construction	0	0	0	0
24. Income (Loss) from Equity Investments	0	0	0	0
25. Non Operating Margins - Other	66,470	429,166	245,862	28,828
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	3,505	3,650	0	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	(158,704)	295,269	191,967	37,855

**Jefferson County PUD No. 1
Water Division
Balance Sheet
July 31, 2019**

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	30,752,125	29. Memberships	0
2. Construction Work in Progress	620,026	30. Patronage Capital	0
3. Total Utility Plant (1+2)	31,372,151	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	11,527,429	32. Operating Margins - Current Year	(282,961)
5. Net Utility Plant (3-4)	19,844,722	33. Non-Operating Margins	578,233
6. Nonutility Property - Net	2,192,968	34. Other Margins & Equities	22,599,601
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	22,894,873
8. Invest. in Assoc. Org. - Patronage Capital	0	36. Long-Term Debt RUS (Net)	0
9. Invest. in Assoc. Org. - Other - General Funds	0	37. Long-Term Debt - Other (Net)	6,293,667
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	6,293,667
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	0
13. Special Funds	410,587	41. Total Other Noncurrent Liabilities (39+40)	0
14. Total Other Property & Investments (6 thru 13)	2,603,555	42. Notes Payable	1,192,856
15. Cash-General Funds	94,272	43. Accounts Payable	1,007,181
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	1,100
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	7,758,156	46. Current Maturities Long-Term Debt-Economic Dev.	0
19. Notes Receivable - Net	0	47. Current Maturities Capital Leases	0
20. Accounts Receivable - Net Sales of Energy	168,512	48. Other Current & Accrued Liabilities	65,372
21. Accounts Receivable - Net Other	920,702	49. Total Current & Accrued Liabilities (42 thru 48)	2,266,509
22. Renewable Energy Credits	0	50. Deferred Credits	0
23. Materials & Supplies - Electric and Other	18,287	51. Total Liabilities & Other Credits (35+38+41+49+50)	31,455,049
24. Prepayments	0	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
25. Other Current & Accrued Assets	46,843	Balance Beginning of Year	0
26. Total Current & Accrued Assets (15 thru 25)	9,006,772	Amounts Received This Year (Net)	99,581
27. Deferred Debits	0	TOTAL Contributions-In-Aid-Of-Construction	99,581
28. Total Assets & Other Debits (5+14+26+27)	31,455,049		

**Jefferson County PUD #1
Water Requirements
As of July 31, 2019**

PART C. WATER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JULY CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly Gallons SALES AND REVENUE (d)
1. Unmetered Water Sales	a. No. Consumers Served	14	14	
	b. Gallons Sold			12,900
	c. Revenue			877
2. Metered Residential Sales -	a. No. Consumers Served	4,449	4,429	
	b. Gallons Sold			24,430,779
	c. Revenue			194,739
3. Metered Commercial Sales	a. No. Consumers Served	318	316	
	b. Gallons Sold			8,137,411
	c. Revenue			49,610
4. Residential Multi-Family	a. No. Consumers Served	46	46	
	b. Gallons Sold			205,550
	c. Revenue			2,425
5. Metered Bulk Loadings	a. No. Consumers Served	1	1	
	b. Gallons Sold			0
	c. Revenue			29
6. Public Authority	a. No. Consumers Served	5	5	
	b. Gallons Sold			0
	c. Revenue			0
7. Sewer/Drain Field--Residential	a. No. Consumers Served	367	367	
	b. Gallons Sold			0
	c. Revenue			9,795
8. Master Meters	a. No. Consumers Served	24	24	
	b. Gallons Sold			8,074,230
	c. Revenue			0
9. Sales for Resales-Other	a. No. Consumers Served	0		
	b. Gallons Sold			0
	c. Revenue			0
10. TOTAL No. of Consumers (lines 1a thru 9a)		5,224	5,202	
11. TOTAL Gallons Sold (lines 1b thru 9b)				40,860,870
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)				257,475
13. Transmission Revenue				0
14. Other Water Revenue				1,660
15. Gallons - Own Use				30,590
16. TOTAL Gallons Purchased				0
17. TOTAL Gallons Produced				26,639,751
18. Cost of Purchases and Generation				362

Water Division
Comparison 2018 Actuals to 2019 Actuals Year to Date Through July

	2018 Actuals July YTD	2019 Actuals July YTD	Variance
1. Operating Revenue and Patronage Capital	1,296,900	1,457,160	160,260
2. Power Production Expense	221	209	(12)
3. Cost of Purchased Power	68,939	2,286	(66,653)
4. Transmission Expense	0	0	0
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	359,073	392,752	33,679
7. Distribution Expense - Maintenance	200,096	225,035	24,939
8. Consumer Accounts Expense	93,170	71,393	(21,777)
9. Customer Service and Informational Expense	1,241	147	(1,094)
10. Sales Expense	0	0	0
11. Administrative and General Expense	263,672	381,928	118,256
12. Total Operation & Maintenance Expense (2 thru 11)	986,412	1,073,750	87,338
13. Depreciation & Amortization Expense	419,962	409,412	(10,550)
14. Tax Expense - Property & Gross Receipts	0	0	0
15. Tax Expense - Other	63,420	70,317	6,897
16. Interest on Long-Term Debt	138,550	157,652	19,102
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	0	0	0
20. Total Cost of Electric Service (12 thru 19)	1,608,344	1,711,131	102,787
21. Patronage Capital & Operating Margins (1 minus 20)	(311,444)	(253,971)	57,473
22. Non Operating Margins - Interest	82,765	116,424	33,659
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	66,470	429,166	362,696
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	3,505	3,650	145
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	(158,704)	295,269	453,973

**Jefferson County PUD No. 1
Cash and Cash Equivalents
As of July 31, 2019**

<u>G/L #</u>	<u>Account Description</u>	<u>Balance</u>
1 131.12	Operating Account - Jefferson Co. Treasurer	\$3,984,601
1 131.11	Operating Depository Account - Bank of America	446,485
2 131.11	1996 Bond LUD #8 - Jefferson Co. Treasurer	67,834
2 131.10	1996 Bond LUD #6 - Jefferson Co. Treasurer	17,157
2 131.14	2009 Bond LUD #14 - Jefferson Co. Treasurer	8,070
1 135.21	Working Funds - Petty Cash and CSR Drawers	2,000
2 131.15	2008 Bond LUD #15 - Jefferson Co. Treasurer	952
2 135.21	Cash Held in Trust by Property Manager	150
2 131.12	1999 Bond LUD #11 - Jefferson Co. Treasurer	65
2 131.13	1997 Bond LUD #13 - Jefferson Co. Treasurer	43
1 131.16	Payroll Clearing Account - 1st Security Bank	21
TOTAL LINE 15. BALANCE SHEET-CASH-GENERAL FUNDS		\$4,527,378
1 136.10	Operating Account Related Investment - Jefferson Co. Treasurer	\$5,866,876
2 136.16	Tax Revenue Fund - Jefferson Co. Treasurer	2,841,300
2 136.14	LUD #14 Bond Investment - Jefferson Co. Treasurer	2,461,893
2 136.17	Tax Revenue Investment Fund - Jefferson Co. Treasurer	1,925,000
2 136.15	LUD #15 Bond Investment - Jefferson Co. Treasurer	475,992
2 136.12	LUD #11 Bond Investment - Jefferson Co. Treasurer	32,564
2 136.13	LUD #13 Bond Investment - Jefferson Co. Treasurer	21,406
TOTAL LINE 18. BALANCE SHEET-TEMPORARY INVESTMENTS		\$13,625,031
1 125.11	RUS Bond Reserve Investment Fund - Jefferson Co. Treasurer	\$1,126,725
2 126.51	LUD #11 Water Reserve Investment Fund - Jefferson Co. Treasurer	231,234
2 126.31	Tri Area Bond Reserve Investment Fund - Jefferson Co. Treasurer	178,521
1 128.00	Other Special Funds	47,475
1 125.10	RUS Bond Reserve Fund - Jefferson Co. Treasurer	2,321
2 126.41	LUD #11 Water Reserve Fund - Jefferson Co. Treasurer	462
2 126.21	Tri Area Bond Reserve Fund - Jefferson Co. Treasurer	357
2 126.13	LUD #13 Reserve Fund - Jefferson Co. Treasurer	13
TOTAL LINE 13. BALANCE SHEET-RESTRICTED FUNDS		\$1,587,108
TOTAL CASH AND CASH EQUIVALENTS IN BANK--July 2019		\$19,739,517
TOTAL CASH AND CASH EQUIVALENTS IN BANK--June 2019		\$19,433,178
Change in Bank Balance		\$306,339

PUBLIC UTILITY DISTRICT NO. 1
OF
JEFFERSON COUNTY

RESOLUTION NO. 2019-20

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington (“The PUD”), approving the addition of a fourth tier to the current PUD water rates.

WHEREAS, the PUD is responsible for maintaining and operating water systems and facilities throughout Jefferson County, Washington and are to provide an ample water supply; and

WHEREAS, the Commissioners of the PUD have reviewed the water rates for all of the water systems managed by the PUD and evaluated impacts to the PUD water systems from excess consumption by certain customers; and

WHEREAS, based on the review, the presentation by staff, the input from consultants, and the community, the Commissioners have determined that it is necessary to institute a fourth-tier residential water for customers whose consumption is in excess of thirty thousand (30,000) gallons per month. Based upon the input from staff, consultants and the public, the Commissioners are establishing a new rate in order to provide funds for ongoing maintenance and necessary improvements due to the additional demand placed on the system by these residential customers; and

WHEREAS – the fourth-tier residential rate is also intended to assist the PUD in its efforts to conserve water, and allow more customers to be served with the existing resources.

NOW, THEREFORE, BE IT RESOLVED, the Commission of PUD No. 1 of Jefferson County hereby adopts the attached residential water rate change, effective for all bills rendered on or after January 5, 2020.

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 3rd day of September 2019.

Jeff Randall, President

Dan Toepper, Vice President

ATTEST:

Kenneth Collins, Secretary

Water Rate Schedule

Residential Base Fee	
All Systems	\$25.65

Commercial Base Fee	
All Systems	
3/4"	\$25.65
1"	\$61.40
1.5"	\$120.00
2"	\$191.29
3"	\$357.00
4"	\$593.80
6"	\$1,184.50
8"	\$1,894.00

Consumption Rates (per 100 Gallons)			
	Tier 1	Tier 2	Tier 3
	0 - 5,000	5,001 - 10,000	10,001 & over
Residential	\$0.29	\$0.40	\$0.54
Commercial	\$0.40	\$0.40	\$0.40

Proposed Changes to Residential Rates (per 100 Gallons)				
	Tier 1	Tier 2	Tier 3	<u>Tier 4</u>
	0-5,000	5,001 - 10,000	<u>10,001 - 30,000</u>	<u>30,001 & over</u>
Residential	\$0.29	\$0.40	\$0.54	<u>\$1.00</u>
Commercial	\$0.40	\$0.40	\$0.40	\$0.40



DATE: September 3, 2019
TO: **Board of Commissioners**
FROM: Bill Graham, Interim Water Operations Supervisor
RE: Segregation of Assessment on
Assessment Roll Local Utility District 11

SUMMARY: Alona Cowing wants to move an assessment from a property she owns that has no water tap to another property she owns in order to get access to public water at the Bywater Bay water system. A transfer or segregation of an assessment requires board approval.

BACKGROUND: Local Utility Districts (LUDs) are areas where properties are assessed to pay for infrastructure, in this case for a water system. Each property within the district boundaries pays their share of the cost to build it. Assessments can be moved between properties. In this case, the assessment is being transferred between properties that have the same owner.

ANALYSIS/FINDINGS: The PUD has a long history of segregation of assessment resolutions at multiple LUDs. This resolution was modeled after existing segregations of assessment resolutions and finalized by our legal counsel.

FISCAL IMPACT: There is no fiscal impact related to this matter.

RECOMMENDATION: Approve Resolution 2019-020 Segregation of Assessment of the Assessment Roll for Local Utility District No. 11.

PUBLIC UTILITY DISTRICT NO. 1 OF
JEFFERSON COUNTY, WASHINGTON

RESOLUTION NO. 2019 - 21

A RESOLUTION ordering the Segregation of an Assessment on the Assessment Roll of Local Utility District No. 11

WHEREAS, Resolution No. 99-485 adopted January 6, 1999, has levied and confirmed an assessment against Parcel No. 821344029, in the name of Bruce and Alona Cowing, in the amount of \$7,450; and

WHEREAS, Alona Cowing also owns Parcel No. 821344026, and this parcel does not have an assessment on it; and

WHEREAS, Alona Cowing now seeks to have a water connection on Parcel No. 821344026, and to have that parcel subject to assessment; and

WHEREAS, a transfer of the assessment from Parcel No. 821344029 to Parcel No. 821344026 for water service requires a segregation of assessment approved by the PUD Board of Commissioners, and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY, WASHINGTON, as follows:

The water tap assessments, as levied and confirmed against parcel no. 821344029 and appearing on the Final Assessment Roll for Local Utility District No. 11, more specifically described as TAX 16 (LS TX 38 & 63) & TAX 20, Section 34, Township 28, Range 1 East shall be assigned as follows:

Parcel	Legal Description	Tap	Balances
#821344029	S34 T28 R1E TAX 16 (LS TX 38 & 63) & TAX 20	0	0.00
#821344026	S34 T28 R1E TAX 64	1	0.00

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, at a regular open public meeting held this 3rd day of September 2019.

Jeff Randall
President

Kenneth Collins
Secretary

Dan Toepper,
Vice President



AGENDA REPORT

DATE: September 3, 2019
TO: **Board of Commissioners**
THRU: Kevin Streett, General Manager
FROM: Mike Bailey, Financial Services Manager
RE: FEMA Contract for December 2018 Windstorm

SUMMARY: The December 2018 Windstorm was declared a state emergency making FEMA funds available to reimburse utilities and others for their expenses incurred during the event.

BACKGROUND: State emergency management and FEMA require the PUD to sign a contract before we receive any funds, we are eligible for.

FISCAL IMPACT: Through FEMA we will be able to recoup about 75% of our costs incurred during the storm.

RECOMMENDATION: It is staff's recommendation that the Board approve Mike Bailey, Financial Services Manager, Jimmy Scarborough, Electrical Engineering Supervisor, and Kevin Streett, General Manager, to sign the FEMA contracts and related documents.

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: Jefferson County Public Utility District No. 1 310 Four Corners Road Port Townsend, WA 98385		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D19-131	
4. SUBRECIPIENT, phone/email: 360-385-8346/mbailey@jeffpud.org		5. Grant Agreement Start Date: December 10, 2018		6. Grant Agreement End Date: March 3, 2023	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 184827970		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4418-DR-WA		12. Program Index # 774RC (Federal) /772RC (State) / 774RD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. N/A					
15. Total Federal Award Amount: N/A			16. Federal Award Date: N/A		
17. Service Districts: (BY LEGISLATIVE DISTRICT): 24th (BY CONGRESSIONAL DISTRICT): 6th		18. Service Area by County(ies): Jefferson		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4418-DR-WA Washington Severe Winter Storms, Straight-line Winds, Flooding, Landslides, Mudslides, and a Tornado. To provide funds to the SUBRECIPIENT for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4418-DR-WA Washington Severe Winter Storms, Straight-line Winds, Flooding, Landslides, Mudslides, and a Tornado, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 4, 2019 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Alysha Kaplan, Unit Manager Washington State Military Department			Signature _____ Date <u>09/04/19</u> print or type name: <u>Mike Bailey</u>		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 4/11/2019 Assistant Attorney General			APPROVED AS TO FORM: _____ SUBRECIPIENT's Attorney Date <u>09/03/19</u>		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	<i>Mike Bailey</i>	Name	Gerard Urbas
Title	<i>Financial Services Manager</i>	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	<i>mbailey@jeffpud.org</i>	E-Mail	gary.urbas@mil.wa.gov
Phone	<i>(360) 385-8367</i>	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 4, 2019 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 4, 2019.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4418-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning December 10, 2018 to December 24, 2018. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance Grant Program (PA), provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4418-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4418-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 4, 2019 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4418-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 4, 2019 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. "**Investment Justification**" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT 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 telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 4, 2019 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws,

regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

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 or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT’s unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this 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.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT’s name is mentioned or language used from which the connection of the DEPARTMENT’s name may, in the DEPARTMENT’s judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA’s financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA’s views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a

year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of

Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET			O.M.B. No. 1660-0017		
PAPERWORK BURDEN DISCLOSURE NOTICE					
Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
F _____ - R _____					
DAMAGED FACILITY			WORK COMPLETE AS OF:		
			_____ : _____ %		
SUBRECIPIENT		COUNTY			
LOCATION			LATITUDE	LONGITUDE	
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

FEMA Form 90-91, FEB 06

REPLACES ALL PREVIOUS EDITIONS.

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	
Event Name:	
Declaration Date:	
Contract #:	
FIPS #:	

Step 1: Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.

Date forms will be submitted:	
-------------------------------	--

2. Enter jurisdiction/organization/subgrantee name and address.

Applicant Name:					
Doing Business As:					
County:					
Street Address:					
Mailing Address:					
City:		State:		Zip:	

3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.

Tax Identification Number:					
State Business # (UBI):					
DUNS #:					

If you do not know your organization's DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at **1-866-705- 5711** and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address(if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

Please note: The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)

4. Do you have an account already established with the State of Washington?

<p>Do you have an account already established with the State and have you received funds from the state within the past 2 years?</p> <p>Yes and the account information is current – skip sections 5 and 6, continue to section 7.</p> <p>Yes but I need to make changes to the account information – continue to section 5.</p> <p>No – skip section 5, continue to section 6.</p> <p>State Vendor #: <input type="text"/></p>

5. What information needs to be changed?

Name Address Contact Information Email Account Info Additional Info

6. Complete this section if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. If all information is current, skip this section.

Contact Person:		
Phone:		
Fax:		
Email:		
Financial Institution:		
Phone:		
Routing Number:		
Account Number:		
Account Type:	<i>Checking</i>	<i>Savings</i>
Authorized Representative:		
Authorized Representative Title:		

7. Type of Applicant.

Enter the letter corresponding to the type of applicant:	<input type="text"/>
<p>A - State</p> <p>B – County</p> <p>C - City</p> <p>D – School District</p> <p>E – Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.)</p>	<p>F – Higher Educational Institution</p> <p>G – Indian Tribe</p> <p>H – Private NonProfit</p> <p>I – Other (Specify)</p>
If I: Other, specify type of organization (this is rare)	<input type="text"/>

8. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don't know them, check out <http://app.leg.wa.gov/districtfinder/>

Congressional District Number(s):	<input type="text"/>
Legislative District Number(s):	<input type="text"/>

9. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents. This person must be named in the designation letter or resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

Name:	
Title:	
Phone:	
Fax:	
Email:	

10. Enter information regarding the alternate agent. This person can also sign documents and must be named in the designation letter or resolution as the alternate.

Name:	
Title:	
Phone:	
Fax:	
Email:	

11. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

Date of resolution:	Day:	Month:	Year:
Governing Body:			
Individual certifying that the resolution is true and correct copy (usually clerk)			
Name:		Title:	
Date certifying resolution:			

12. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 9 and 10.

Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:

13. Enter the name and title of anyone authorized to sign contracts. Unless your jurisdiction has rules stipulating otherwise, the applicant agent and alternate should be listed again in this section.

Name:	Title:
Name:	Title:
Name:	Title:

14. Enter name, email, and phone of *Chief Financial Officer*.

Name:	
Email:	
Phone:	

15. Is your grant agreement less than \$25,000?

Yes: skip to section 16 and enter "This grant agreement is less than \$25,000."

If no, in the preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?

No: skip to section 16 and enter "We received less than 80% of our annual gross revenues from federal funding last fiscal year."

If yes, did your organization received \$25,000,000 or more in federal funding in the preceding fiscal year?

No: skip to section 16 and enter "We received less than \$25,000,000 in federal funding last fiscal year."

If yes, does the public have access to information about the total compensation (salary, bonuses, stock, stock options, stock appreciation rights, other compensation including, but not limited to, severance and termination payments, life insurance value paid on behalf of employee) of senior executives?

Yes, skip to section 16 and enter "The public has access to information about the total compensation of our senior executives."

No, answer the following information about your top 5 executives:

Executive 1 Name:	
Total Compensation:	
Executive 2 Name:	
Total Compensation:	
Executive 3 Name:	
Total Compensation:	
Executive 4 Name:	
Total Compensation:	
Executive 5 Name:	
Total Compensation:	

16. Please **enter the information that applies to your jurisdiction in the box below.**

This grant agreement is less than \$25,000.

We received less than 80% of our annual gross revenues from federal funding last fiscal year.

We received less than \$25,000,000 in federal funding last fiscal year.

The public has access to information about the total compensation of our senior executives.

- STEP 2:** The forms are now populated with the information entered in Step 1. Review the forms for accuracy. Complete the information on page 16.
- STEP 3:** Print page 6 if applicant agent or alternate is not highest authority.
- STEP 4:** Print page 7 if applicant agent or alternate is highest authority (or use your own resolution format).
- STEP 5:** Print pages 8 – 16 and **TWO copies of the contract/grant agreement**. The grant agreement will be a separate attachment.
- STEP 6:** Either highest official signs page 6: **Designation Letter** (if not applicant agent or alternate) or governing body passes and signs **Resolution**. If resolution format is used, clerk of governing body signs a copy of the **Resolution**.
- STEP 7:** Highest official and/or governing body signs in block 1 of page 9: **Signature Authorization Form**
- STEP 8:** Applicant agent signs block 2 of page 9: **Signature Authorization Form**, page 8: **Disaster Assistance Application**, page 10: **Debarment form**, page 11: **W-9**, and page 14: **FFATA Form**
- STEP 9:** Alternate applicant agent signs block 2 of page 9: **Signature Authorization form**, and page 8: **Disaster Assistance Application**
- STEP 10:** Someone who signed in block 2 of **Signature Authorization form** signs two copies of contract/grant agreement.
- STEP 11:** If account has not already been established with State and no changes need to be made, someone authorized to access account signs Pages 12 and 13: **Direct Deposit**
- STEP 12:** The authorized *Chief Financial Officer* completes and signs page 16: **Audit Certification Form**.
- STEP 13:** After **all signatures are obtained on all forms**, mail the following to:

Mr. Gerard Urbas
 Washington Military Department
 Emergency Management Division
 Public Assistance Program
 MS: TA-20, Building 20-B
 Camp Murray, WA 98430-5122

2 originals of contract/grant agreement
 1 original of designation letter or 1 certified copy of resolution
 1 original signature authorization form
 1 original disaster assistance application
 1 original debarment form
 1 W-9
 1 direct deposit form
 1 FFATA form
 1 Audit Certification form

Keep pages 1 through 5 and copies of pages 6 (or 7) and 8 through 16 for your file.

- STEP 14:** After the contract/grant agreement is executed by WA Military Department, one original contract agreement and a copy of the disaster assistance application will be mailed to the applicant agent. These should be kept for your file.

If you have questions, please contact your Program Delivery Manager or Program Assistant.

Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster:
Applicant:
Applicant Agent:
Alternate Applicant:

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

**Designation of Applicant's Agent
Resolution**

Be it resolved by _____ of _____
(Governing Body) (Public Agency)

_____, _____ is hereby designated the authorized
(Name of New Agent) (Title)

representative and _____, _____ is designated
(Name of Alternate) (Title)

the alternate for and in behalf of _____, a public
(Public Agency Name)

agency established under the laws of the state of Washington.

The purpose of this designation as the authorized representative is to obtain federal and/or state emergency or disaster assistance funds. These representatives are authorized on behalf of the _____ to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Passed and approved this _____ day of _____, 20_____.

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

_____, _____, _____, _____
(Signature) (Title) (Signature) (Title)

Certification

I, _____, duly appointed and _____ of _____,
(Name) (Title) (Public Agency)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by
the _____ of _____ on the _____ day of _____, 20_____.
(Governing Body) (Public Agency)

Date: _____

(Official Position)

(Signature)

Application Identifier: _____ State Number: _____
Federal Disaster Number: _____

Federal Catalog Number: 97.036 Title: Public Assistance Grants

Declaration Date: _____

Applicant's FEMA Project Application Number: _____

Legal Applicant Recipient:

Applicant's Name: _____
Street Address: _____
Mailing Address: _____ County: _____
City: _____ State: _____ Zip Code: _____

Applicant Agent:

Name: _____
Title: _____
Signature: _____

Contact Information:

Phone: _____
Fax: _____
E-mail: _____
Date: _____

Alternate Applicant Agent:

Name: _____
Title: _____
Signature: _____

Phone: _____
Fax: _____
E-mail: _____
Date: _____

Type of Applicant:

- A - State
 - B - County
 - C - City
 - D - School District
 - E - Special Purpose District
 - F - Higher Educational Institution
 - G - Indian Tribe
 - H - Private NonProfit
 - I - Other (Specify) _____
- Enter Appropriate Letter _____

Congressional District Number: _____

State Legislative District Number: _____

Governor's Authorized Representative:

Signature _____ Date: _____

NOTE: Shaded blocks for WA EMD use.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION Public Assistance Program, Disaster -DR-WA	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

2. OTHER INDIVIDUALS AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

OR

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

PLEASE
DO NOT
STAPLE



Office of Financial Management

Better information. Better decisions. Better government. Better Washington.

PRINT FORM

Statewide Payee Registration Washington State

Page 1 of 2

PLEASE READ BEFORE PROCEEDING

- The legal name on both forms must match each other and the legal name on file with the IRS.
- Please use **dark blue or black ink** when signing, or if filling out the forms by hand.
- Please fill out this form (**both pages**) in its entirety, even if some information has not changed.
- A 9-digit US taxpayer identification number (either SSN or EIN) is required on **both** forms.

If you know your Statewide Vendor Number, enter it here: _____

STEP 1: Enter information about the payee and contact person

Legal Name of Payee as it appears on federal tax forms (see W-9)

SSN OR EIN

Business Name, if different from Legal Name above – e.g. Doing Business As (DBA) Name

Contact Person

() - Ext.

Mailing Address

Contact Telephone Number

() -

City, State and Zip Code

Contact Fax Number

Email to receive Statewide Vendor Number and payment notifications

STATE USE ONLY Agy#/Owner-Int./System/Identifier

Type of Business (If Non Profit or Tax Exempt, please submit your determination letter)

STEP 2: Select Payment Option:

- Direct Deposit to bank (recommended) or Check in US mail (terminates any previous banking information on file)

STEP 2a: For Direct Deposit, complete all fields below and sign

In addition to providing your banking information on this form, you may also attach a voided check.

Financial Institution Name – must be a US institution () -
Financial Institution Phone Number

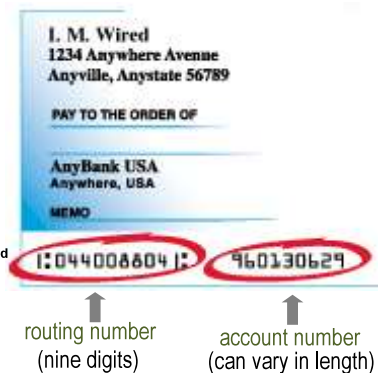
This account is:

Checking Savings

Routing Number – see example at right Account Number – see example at right Will default to Checking if no option is checked

Account Type: PPD (Personal) CCD (Corporate/Business)

Will default to CCD if no option is checked



Authorization for Direct Deposit:

I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal. This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Authorized Representative (Please Print)
(Not to be signed by your financial institution)

Title

SIGNATURE of Authorized Representative
(No stamped or electronic signatures please)

Date

Forms will not be accepted if they have whiteout, have been crossed off or have been written over.

STEP 3: Complete and sign the Request for Taxpayer Identification Number (W-9)			
Substitute Form W-9	Request for Taxpayer Identification Number and Certification		
1. Legal Name (as shown on your income tax return)			
2. Business Name , if different from Legal Name above – e.g. Doing Business As (DBA) Name			
3. Check ONLY ONE box below (see W-9 instructions for additional information)			
<input type="checkbox"/> Individual/Sole Proprietor <small>(Including LLC-Sole Proprietor)</small> <input type="checkbox"/> Volunteer <input type="checkbox"/> Board/Committee Member	<input type="checkbox"/> Corporation <small>(Including LLC-Corporation, S-Corp and LLC S-Corp)</small> <input type="checkbox"/> Partnership <small>(Including LLC-Partnership)</small> <input type="checkbox"/> Trust/Estate	<input type="checkbox"/> Non Profit Organization <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Trust/Estate	<input type="checkbox"/> Local Government <input type="checkbox"/> State Government <input type="checkbox"/> Federal Government <small>(Including Tribal)</small>
4. For Corporation or Partnership ONLY, check one box below if applicable:			
<input type="checkbox"/> Medical <input type="checkbox"/> Attorney/Legal			
5. Legal Address (number, street, and apt. or suite no.)	For office use The Legal Name, Address and TIN must be filled in completely and the document signed for the forms to be accepted.		
6. City, State, and ZIP code	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Social Security Number</div> <div style="border: 1px solid black; height: 20px; width: 100%; margin: 5px auto;"></div> <p style="font-size: 1.5em; margin: 10px auto;">OR</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Employer Identification Number</div> <div style="border: 1px solid black; height: 20px; width: 100%; margin: 5px auto;"></div>		
7. Taxpayer Identification Number (TIN)			
Enter your EIN OR SSN in the appropriate box to the right (do NOT enter both) For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). <i>NOTE: The EIN or SSN must match the Legal Name as reported to the IRS to avoid backup withholding. For a resident alien, sole proprietor, or disregarded entity, or to find out how to get a Taxpayer Identification Number, see the W9 Instructions.</i> <i>NOTE: If the account is in more than one name, see the W9 Instructions for guidelines on whose number to enter.</i>			
8. Certification			
Under penalty of perjury, I certify that:			
<ul style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). 			
SIGNATURE of U.S. PERSON	Date		

No Stamped or Electronic Signatures will be accepted

STEP 4: Submit

Please allow up to 7 business days for processing of this paperwork from the day we receive it.

If adding or changing direct deposit information, up to 10 additional business days may be needed for your financial institution to verify your information.

For fastest service, PRINT, SIGN, FAX to: 360-664-3363

or mail to: Statewide Payee Registration, PO Box 41450, Olympia WA 98504-1450₀₇₄

If you have questions regarding these forms, please contact the agency you are working with.

FFATA FORM

Subrecipient Agency:				
Grant and Year:		Agreement Number:		
Completed by:				
<i>Name</i>	<i>Title</i>	<i>Telephone</i>		
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/> () ↓	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/> () ↓	GO to STEP 3	NO <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/> () ↓	GO to STEP 4	NO <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/> () ↓	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> () ↓	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____

Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

FFATA PROVISIONS AND INSTRUCTIONS

For Compliance With The

Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry

and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization as identified in Step 5 of the FFATA Form.

2 CFR Part 200 Subpart F Audit Certification Form

Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

Contact Information	
Subrecipient Name (Agency, Local Government, or Organization):	
Authorized Chief Financial Officer (central accounting office):	
Address:	
Email:	Phone #:

Purpose: As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (Department) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from the Department as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this Form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F
<p>Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):</p> <p><input type="checkbox"/> We did not expend \$750,000 or more of <i>total</i> federal awards during the fiscal year.</p> <p><input type="checkbox"/> We are a for-profit agency.</p> <p><input type="checkbox"/> We are exempt for other reasons (describe):</p> <p>However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.</p>
SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)
<p><input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.</p> <p>A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number:</p> <p>_____.</p> <p><input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.</p> <p>A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____.</p> <p><input type="checkbox"/> Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending _____ [enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number: _____.</p>

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: _____ Date: _____

Print Name & Title: _____

September 3, 2019

PUD CALENDAR

September 6, 2019 - Special Meeting, 2020 Budget Review meeting- Chimacum Fire Hall

September 10, 2019- Special Meeting, Strategic Planning Workshop 10:00am-12:00pm
Chimacum Fire Hall

September 12, 2019 - Special Meeting, GM Goals and Objectives 10:00am - 12:00pm
Chimacum Fire Hall

September 17, 2019 - Regular BOC meeting (transit) 5:00 pm

September 30, 2019 - Special Meeting, Broadband Rates Magellan update 10:00am-
12:00pm Chimacum Fire Hall

October 7, 2019 - 2020 Budget Hearing 5:00 PM, Transit

Regular BOC meeting- 5:00 PM, Transit

October 14, 2019 - CAB meeting, Chimacum Fire Hall 2:00 pm



AGENDA REPORT

DATE: September 3, 2019
TO: **Board of Commissioners**
FROM: Kevin Streett
RE: Employee manual

On August 22, 2019, a Special meeting was held to discuss items in the employee manual that are up for revision. The Board asked that this be on this agenda to discuss. Kathy Feldman, attorney at Ascent Law Partners will be joining in on the phone to facilitate further discussion.

Staff recommends approval of the employee manual pending discussion.



Employee Handbook

August 2019

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Human Resources Policies Section HR-1: Introduction

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HR1.01. Purpose

This Handbook was developed to describe some of the District's expectations and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook; it will answer many questions about employment with the District.

The plans, policies and procedures described in this Handbook are not conditions of employment. This Handbook is **not** a contract, express or implied, that guarantees employment for any length of time or specific treatment in specific circumstances. This Handbook is **not** intended to induce any person to accept employment with the District. The District reserves the right to, in its sole discretion and without any advance notice to you, unilaterally modify, supplement, suspend, revise or rescind this Handbook in whole or in part.

To the extent that any provisions of this Handbook differ from any separate employment contract you may have with the District, the terms of your contract govern, including any applicable collective bargaining agreement. To the extent that any provisions of this Handbook differ from current company policy, current company policy shall govern. This Handbook supersedes and replaces any and all personnel manuals, handbooks, policies, or the like that were previously distributed or made available or applicable to employees of the District.

HR1.02. At-Will Employment

Unless there is a written agreement to the contrary such as a collective bargaining agreement, employment with the District is at will at all times. "At will" means the employment relationship can be terminated at any time, with or without cause, for any or no reason, by the District or the employee. No District representative has the authority to enter into any agreement for employment for a specified period of time or make any representations or agreement contrary to at will employment unless

specifically authorized in writing by the Board of Commissioners. This employee manual shall not be interpreted as constituting a contract for employment.

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**Human Resources Policies
Section HR-2: Definitions**

“Board”	The District’s Board of Commissioners.
“Board of Commissioners”	The District’s governing body as created under Chapter 54.12 RCW.
“Bookkeeper”	The individual designated by the CFO or designee to maintain the records relevant to the subject matter at hand.
“Commission”	The District’s Board of Commissioners.
“Department Head”	An employee who serves as the department supervisor or who has been designated by the Manager as a member of the management team.
“District”	Public Utility District #1 of Jefferson County
“Exempt Employee”	An employee who is exempt from overtime under the FLSA regulations.
“Full-time”	An employee who is regularly scheduled to work 40 hours per week.
“General Manager”	The employee appointed by the Board of Commissioners as the District’s Chief Administrative Officer pursuant to RCW 54.160.100.
“Manager”	The District’s General Manager as designated by the Board of Commissioners.
“Non-exempt Employee”	An employee who is eligible for overtime under the FLSA regulations.
“Part-time”	An employee who is regularly scheduled to work less than 40 hours per week.
“Personal Leave”	An employee’s PTO.
“PTO”	Paid Time Off.

“PUD” or “JPUD”

Public Utility District #1 of Jefferson County

“Supervisor”

An employee having the authority to direct another employee or employees within their department and recommend the hiring, transfer, suspension, layoff, promotion, dismissal, assignment, reward or discipline of another employee.

“Utility”

Public Utility District #1 of Jefferson County

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Human Resources Policies Section HR-3: Employment

- HR3.01 Equal Employment Opportunity/Non-Discrimination
- HR3.02 Recruitment and Selection
- HR3.03 Employment of Relatives
- HR3.04 Regulation on Outside Employment
- HR3.05 Memberships in Organizations and Participation in non-work related activities
- HR3.06 Political Activity
- HR3.07 Two District Positions
- HR3.08 Orientation
- HR3.09 Uniforms and Equipment
- HR3.10 Necessary Training
- HR3.11 Continuing Education and Training
- HR3.12 At-Will Employment
- HR3.13 Performance Appraisals
- HR3.14 Employee Records
- HR3.15 Reimbursement of Candidate Travel Expenses Permitted

HR3.01. Equal Employment Opportunity/Non-Discrimination

The District affirms its continuing commitment to extend to all qualified individuals an equal opportunity to compete for employment and advancement within the District. We are committed to the philosophy and principle of equal employment opportunity for all present and prospective employees.

To assure equal employment opportunity, the District strictly prohibits any form of discrimination based on race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, sexual orientation, gender identity, and any other basis protected by federal, state, or local laws. This policy applies to all terms, conditions, and privileges of employment, including, recruitment, hiring, placement, compensation, promotion, discipline, and termination. All such discrimination is unlawful and all persons involved in the operations of the District are prohibited from engaging in this type of conduct.

HR3.02. Disability Accommodation

The District makes reasonable accommodations for qualified individuals with disabilities, to the extent required by law. To request a reasonable accommodation, employees should contact Human Resources.

HR3.03. Anti-Harassment Policy

The District is committed to providing a workplace free from discrimination in all forms, including harassment based on race, color, sex, gender, sexual orientation, creed, religion, age, marital status, national origin, ancestry, citizenship, the presence of any sensory, mental, or physical disability, veteran status, or any other status or characteristic protected by applicable local, state, or federal law. Each person employed at the District has the right to work in an environment free of discrimination and harassment. The District takes seriously its obligation to maintain a workplace free of harassment and discrimination. Violations of this policy will not be tolerated.

Prohibited harassment includes, but is not limited to, epithets, slurs or negative stereotyping, jokes, innuendoes, cartoons, pranks, comments, physical harassment, threatening, intimidating or hostile acts, etc., which are derogatory on the basis of an employee's protected class membership. Harassment also includes negative actions based on an employee's participation in activities identified with or promoting the activities of the protected group. Disrespectful or unprofessional behavior that does not rise to the level of unlawful harassment could nevertheless subject an employee to disciplinary action, up to and including discharge.

Harassment is not limited to the physical workplace. It can occur during travel, at events sponsored by the District, or via phone, email, text, or social media. Such behavior can also occur outside of scheduled work time. Employees who engage in harassing conduct outside of the workplace or outside of work hours will be subject to corrective action.

HR3.04. Sexual Harassment

Sexual harassment is a form of discrimination and is prohibited by law. Sexual harassment includes harassment on the basis of sex (including pregnancy, related medical conditions, and breastfeeding), gender identity and expression, sexual orientation, or any other category protected by applicable local, state or federal laws. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to corrective action, up to and including termination.

Sexual Harassment Definition

Sexual harassment is defined as unwelcome conduct of a sexual nature, or conduct that is because of sex, when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an

intimidating, hostile, or offensive work environment (this can happen even if the complaining party is not the intended target of the sexual harassment);

- Such conduct is made either explicitly or implicitly a term or condition of employment; or,
- Submission to or rejection of such conduct is used as the basis for employment decisions.

Sexual harassment can include derogatory comments, jokes, or statements; sexual advances; sexually explicit language or stories; or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person even when the harassment is not sexual in nature, but rather is because of the person's gender. Sexual harassment can include conduct against a person of the same sex as the harasser.

Examples of Conduct that Is Considered Prohibited Sexual Harassment

- Physical conduct, such as rape, attempted rape, sexual assault, attempted sexual assault, pinching, patting, kissing, hugging, grabbing, pressing or intentionally brushing up against another employee's body, poking, or physical intimidation by impeding or blocking someone's movement or invading their space;
- Visual conduct: leering; making sexual gestures; displaying of sexually suggestive objects, pictures, cartoons, posters, screen-savers, or websites.
- Verbal conduct: making or using sexually derogatory comments, epithets, slurs and jokes; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; derogatory comments related to gender or stereotypical gender roles; subtle or obvious pressure for unwelcome sexual activities; sexually suggestive or obscene letters, notes, emails texts, or invitations; conversations, comments or jokes about a person's sexuality or sexual experience; questions about a person's sexuality or sexual experiences;
- Asking a co-worker on a date multiple times if they decline the first request;
- Verbal abuse or joking concerning a person's gender characteristics such as vocal pitch, facial hair or the size or shape of a person's body, including remarks implying that a male is too feminine or a woman is too masculine.
- Offering an employment benefit (such as a raise, bonus, promotion, assistance with one's career or better working conditions) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, worse

working conditions, or disciplinary action) for an employee's failure to engage in sexual activity.

- Sending sexually related text-messages, videos or messages via social media.
- Physical or verbal abuse concerning an individual's actual sex or the perception of the individual's sex.
- Making or threatening retaliatory action after receiving a negative response to sexual advances.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or other interference with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling or name calling.
- Degrading comments in the form of sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Other actions not listed above could constitute sexual harassment and/or a violation of this policy and be subject to corrective action.

Conduct That Will Not Usually be Considered Sexual Harassment

Compliments on someone's attire or new hairstyle; telling someone, "You look nice."; a single congratulatory pat on the back; a congratulatory hug to someone with whom you are friends and who has expressed acceptance of hugs; or a group of employees joining together after work for a meal or drink, are examples of situations that would not usually be considered to be sexual harassment.

HR3.05. Reporting and Investigation of Discrimination and/or Harassment

All instances of discrimination, harassment, or retaliation should be immediately reported. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another protected status, promptly report the concern to your supervisor, Human Resources, or the District Manager.

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of unlawful harassment or discrimination may be subject to disciplinary action, up to and including termination of employment.

HR3.06. Retaliation Prohibited

The District expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

HR3.07. Consensual Romantic or Sexual Relationship

Romantic or sexual relationships between a manager or other supervisory employee and his or her staff are not permitted. Such relationships tend to create compromising conflicts of interest or the appearance of such conflicts.

If any employee of Jefferson County PUD enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the human resource director or other appropriate corporate officer. Reporting is mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship has been reported, the District will review the situation to determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact human resources, which will decide which party should be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

HR3.08. Employment of Relatives

The Jefferson County PUD is a publicly owned utility, and any person employed by it is therefore a public servant.

It is the Commissioners' desire to avoid the reality or appearance of improper influence or favor, as well as to avoid the possibility of nepotism with regard to the employment of relatives. "Relative" is defined as a spouse, domestic partner, romantic or sexual partner, parents, step-parents, and parents-in-law, siblings, step-siblings, and

siblings-in-law, children, step-children and children-in-law, and grandparents and grandchildren of employees.

An employee's relative may be the best person to fill an open position. When that is the case, that individual will receive consideration along with all other qualified candidates. If the decision is made to hire the relative, they will be treated as any other employee, with the exception that an employee may not directly or indirectly supervise their own relative or otherwise audit their relative's work. An employee may not be involved in the decision of whether to hire their own relative.

The Utility also reserves the right not to employ relatives of its vendors, or government agencies that regulate the utility or its industry, where such a restriction is a reasonable step toward avoiding the actuality or appearance of a conflict of interest or to protect confidential information.

If two people become related during the course of their employment with the District, they have a responsibility to notify the Human Resources Office of such an event, and the procedures set forth in Section HR3.07 will apply.

HR3.09. Regulation on Outside Employment

Employment by the District shall carry with it the obligation to devote an employee's undivided job loyalty and attention to public employment and to avoid both actual conflicts of interest and the appearance of impropriety. No full-time employee shall engage in any outside employment without receiving the prior authorization by his/her Department Head. Permission shall not be unreasonably withheld. However, if any such additional employment interferes with the efficient performance of the job, constitutes a conflict of interest or would result in a poor public image for the District as determined by the Manager with concurrence of the Board of Commissioners, permission will be denied. Any person currently engaging in outside employment as of the effective date of these rules shall submit within five (5) working days the details of such employment to the Manager for his review.

HR3.10. Memberships in Organizations and Participation in Non-Work Related Activities

Employees are free to belong to organizations and participate in such activities which do not require use of regular working hours or interfere with regular work activities.

HR3.11. Political Activity

The rules governing political activities of employees shall follow the provisions of existing laws and statutes, as the same exist or as hereafter amended.

Solicitation for the payment to any partisan, political organization or for any partisan political purpose or any compulsory assessment or involuntary contribution is prohibited on District property or during work hours. No person, elected official or employee shall solicit, on District property or during work hours, any contributions to be used for partisan political purposes. Employees shall have the right to vote and to express their opinions on all political subjects and candidates and to hold any political party office or participate in the management of a partisan, political campaign, provided that such activities do not interfere with regular working hours or regular work activities.

Terms of individual grant contracts shall regulate political activities of District employees in positions funded primarily by federal grant aid funds.

HR3.12. Two District Positions

No person elected to a District position shall also hold another District job. Violation shall result in immediate termination from the original position.

HR3.13. Uniforms and Equipment

District employees may be assigned equipment and/or uniforms to be used on the job. Employees are responsible for cleaning their own uniforms. The responsibility for maintenance and/or cleaning of other equipment will be determined on a department-by-department basis; however, the employee bears the responsibility for exercising reasonable care with all issued items. District employees will be provided with all necessary safety equipment. Employees who are assigned maintenance duties in the field must furnish his/her own small hand tools.

Uniforms or equipment assigned to an employee must be returned upon termination.

HR3.14. Continuing Education and Training

The District recognizes that it is a part of a dynamic business community and that it must maintain a competitive knowledge and ability base among its employees. Employees are, therefore, strongly encouraged to maintain and upgrade their abilities to ensure the District's ability to serve the needs of its customers.

District employees who require CEUs to maintain certification will be expected to maintain that certification by acquiring the necessary CEUs; the District will reimburse the employee for those costs associated with maintaining the certification.

Study and class time should not interfere with the employee's regular working hours and/or productivity unless specifically approved by the Manager.

HR3.15. Performance Appraisals

The performance appraisal is a means by which the employee and his/her Supervisor/Department Head can gain a mutual understanding of the employee's and Supervisor's respective expectations. It is a forum in which to discuss both good and poor performance or expectation issues. Performance appraisals will become part of the employee's personnel record.

The District generally provides formal performance evaluations on an annual basis. However, employees and their supervisors may engage in more frequent evaluations, formal or informal, depending on the particular circumstances.

HR3.16. Employee Records

Personnel files are the property of the District and access to the information they contain is restricted. Employees who wish to review their own file should contact Human Resources. Employees may review their own file in the Human Resources department, in the presence of the Human Resources Manager.

HR3.17. Employee Residency Policy

Effective as of April 16, 2019, all newly-hired District employees are required to reside within the District's service territory. Employees hired after April 16, 2019 will be granted a period of time not to exceed six (6) months from the date of hire to relocate within the District's service territory. Employees hired before April 16, 2019 and who reside outside the service territory will not be required to relocate within the service territory.

Jefferson County PUD #1

Policy Manual

Section HR-4: General Conduct and Discipline

- HR4.01 Personal Appearance and Conduct
- HR4.02 Conflict of Interest
- HR4.03 Use of District Telephone, Equipment or Supplies
- HR4.04 PUD-owned Technology Resource – Acceptable Use Policy
- HR4.05 Use of PUD Vehicles
- HR4.06 Contact with the News Media
- HR4.07 Purchasing, Inventory and Billing Procedures
- HR4.08 Discipline
- HR4.09 Types of Discipline
- HR4.10 Cause for Disciplinary Action or Termination
- HR4.11 Dispute Resolution
- HR4.12 Complaints Against Employee or District
- HR4.13 Whistleblower

HR4.01. Personal Appearance and Conduct

All employees must maintain a clean and neat appearance appropriate to their work assignments.

It shall be the responsibility of all employees to represent the District to the public in a positive and courteous manner.

The District will attempt at all times to operate its business in the most efficient and effective manner consistent with good management practices. All employees shall conduct themselves in a manner that will be consistent with established rules and will further the operation of District activities.

HR4.02. Conflict of Interest

The term “conflict of interest” describes any situation that might affect an employee’s ability to act with total objectivity with regard to the District’s and the public’s best interests. Employees should avoid any activity or interest that creates an actual conflict of interest or the appearance of a conflict of interest.

Employees should discuss any actual or potential conflicts of interests with the Manager. If the Manager feels that the employee can perform his/her duties without compromising the position of the District, the employee or the involved public, then the Manager shall so note in

employee's file and the employee may then proceed. If the Manager finds that the conflict can be avoided by agreement between parties, then such an agreement should be made and noted.

In any case, employees should be free of conflicts of interest which could directly benefit themselves or their relatives (as defined in Section HR3.08 regarding the Employment of Relatives). Receiving of financial or other benefits as a result of District employment, other than from the District, shall be cause for disciplinary action.

HR4.03. Use of District Telephone, Equipment or Supplies

Employees shall not use District supplies for personal activities nor store District equipment or supplies in personal vehicles or private residences, garages, etc., unless necessary to accomplish an assigned task and only with the Supervisor's approval. Employees shall not place long distance calls on the District's phone bill for personal business. Nothing in this Policy shall be read to prevent reasonable, limited use of District telephones for local personal calls and in emergency situations.

Employee's misuse of District telephones, equipment or supplies may result in disciplinary action. Theft of District services, equipment or supplies can result in termination.

HR4.04. PUD-owned Technology Resource – Acceptable Use Policy
Purpose

This policy defines the appropriate use of technology resources that are owned by Jefferson County PUD #1 and provided for employee use.

Applicability

This policy applies to anyone who uses PUD Technology Resources, including employees, temporary employees, contractors, vendors and all others.

Definitions

Internet: The Internet is a worldwide “network of networks,” including bulletin boards, World Wide Web (WWW), data servers, applications, messaging services, and other functions and features, which are accessed via a computer, a mobile phone, or other client devices.

Digital Equipment: Includes but is not limited to computers, laptops, telephones, cellular telephones, Personal Digital Assistants (PDAs), and combination devices such as smart phones. Any technology provided by the PUD for communications, computing, printing, etc. is covered by this definition.

Data Files: Information contained in files such as e-mail messages, database tables, telephone records, extracts from databases or output from applications.

Messaging: Any technology used to facilitate digital communication, including but not limited to Instant Messaging (IM), electronic mail (e-mail, both PUD-provided and through external services for personal use), peer-to-peer networking (P2P), mobile, fixed, and software-based voice over Internet protocol (VoIP) telephones.

PUD-owned Technology Resources: Technology resources paid for by PUD funds, including, but not limited to: Internet/Intranet/Extranet-related systems, computer equipment, software, operating systems, storage media, network accounts providing electronic mail, and systems that enable web browsing, and file transfer.

Social Networking: Any Internet site that is focused on creating “networks” of individuals such as MySpace, FaceBook, LinkedIn, etc.

Hacking/Hacking Tools: Behavior and tools designed to circumvent security measures, or to otherwise effect unauthorized changes to computer hardware or software.

Peer-To-Peer Networking: Protocol or service for networking devices without a centrally managed server.

Communication protocol: An agreed-upon method of communication used within networks.

Malware: A general term for potentially hostile software; encompasses viruses, Trojans, spyware, etc.

Policy:

PUD Resources are for PUD Business: PUD-owned technology resources shall serve the business needs of Jefferson County PUD #1.

PUD equipment is issued for PUD Business needs: Workstations will be assigned to employees that need to run PUD software to perform designated tasks. Laptops will be issued to employees that need to run PUD software when outside of the office. Phones

will be issued to employees that need to be contacted outside of business hours or whose hired role requires significant time spent outside the office during business hours.

Confidentiality: PUD-held information on the customers of Jefferson County PUD #1 may not be disclosed without a clear business need, or public disclosure request.

Limited Personal Use: PUD-owned technology resources may be used for personal purposes on a limited basis, providing the following requirements are met:

- No marginal cost to the PUD
- No interference with work responsibilities
- No disruption to the workplace.

Limited use of external e-mail services: The limited use of an external e-mail service is allowed, providing that the service applies anti-malware controls in a manner equivalent to that provided by the PUD.

Specific Prohibitions and Limitations: PUD policies regarding acceptable behavior and communication will apply to use of the Internet and messaging. Specifically prohibited use includes but is not limited to:

- Conducting a private business;
- Political campaigning;
- Accessing sites which promote exclusivity, hatred, or positions which are contrary to the PUD's policy of embracing cultural diversity;
- E-mails meant to harass sexually or otherwise are prohibited
- Accessing inappropriate sites including adult content, online gambling, and dating services;
- Accessing sites that promote illegal activity, copyright violation, or activity that violates the PUD's ethical standards.
- Using the internet to obtain or disseminate language or material which would normally be prohibited in the workplace;
- Using encryption technology that has not been approved for use by the PUD;
- The use of personally owned technology for conducting PUD business, where official PUD records are created but not maintained by the PUD;

- Making unauthorized general message distributions to all users (everyone);
- Installing any software that has not been approved by the PUD;
- Sharing or storing unlicensed software or audio/video files;
- Using security exploit tools (hacking tools) to attempt to elevate user privileges or obtain unauthorized resources;
- Broadcasting e-mail to large numbers of constituents unless the list members are hidden through the use of the BCC field.
- Using a PUD e-mail address when posting to public forums e.g. blogs, social media sites, wikis and discussion lists for personal use;
- Accessing sites that distribute computer security exploits (“hacking” sites);
- The use or installation of unauthorized Instant Messaging, e.g. AIM, Yahoo Instant Messenger, Meebo, IRC, etc.; links and attachments are prohibited using the authorized IM client;
- Using unauthorized Peer to Peer Networking, e.g. E-Mule, Kazaa, Limewire, Warez, etc.

NOTES: If any of the above prohibited uses is required for a legitimate business reason, it is management’s responsibility to follow the exception process as referenced in HR5.05, (7).

Use Standard Resources Only: Digital equipment and all applications must be authorized and installed by appropriate personnel.

Additional Cost to the PUD: Resources that incur a cost to the PUD, whether accessed via the Internet, mobile/PDA, email or other applications, must not be accessed or downloaded without prior approval. It is the supervisor’s responsibility to assure the business need, applicability, and safety of any new resource.

No Expectation of Privacy: Nothing in this policy confers an individual right or expectation of privacy. Employees must not expect privacy in the use of PUD communications and digital equipment.

Conflicts: If any component of this policy conflicts with any applicable collective bargaining agreement, the collective bargaining agreement shall control. The remaining non-conflicting features of this policy shall remain in effect.

Employee Responsibilities

- Monitor personal use of the internet, messaging, and other applications, to ensure that the PUD is being appropriately served.
- Adhere to PUD standards as discussed in the policy language above. Read and adhere to relevant policies.
- Obtain authorization from their supervisor before incurring charges; for example, downloading data or accessing a paid service.
- Employees are prohibited from sharing account passwords with other employees.

Policy Enforcement

In order to safeguard PUD resources, violators of this policy may be denied access to PUD computing and network resources and may be subject to other disciplinary action within and outside the PUD. The PUD may temporarily suspend, block or restrict access to computing resources and accounts, independent of such procedures, when it reasonably appears necessary to do so in order to protect the integrity, confidentiality, or availability of PUD computing and network resources, or to protect the PUD from liability.

- a) If violations of this policy are discovered, the PUD will take appropriate actions to resolve the issue and violators may be subject to disciplinary measures.
- b) If violations of this policy are discovered that are illegal activities, the PUD may notify appropriate authorities.
- c) The PUD reserves the right to pursue appropriate legal actions to recover any financial losses suffered as a result of violations of this policy.

HR4.05. Privacy Policy

The District is subject to state law regarding the release of customer information. *See* RCW 19.29A.100. For more information regarding protecting the privacy of customer information, please see the District's Privacy Policy, which is distributed and updated separately from this Handbook.

HR4.06. Use of PUD Vehicles

All District vehicles shall be used by employees only for and in performance of official District business. No District vehicle shall be used for solely personal purposes. Violation of the prohibition

against personal use may result in disciplinary action or termination.

HR4.07. Contact with the News Media

The Manager or his/her designee and District Commissioners are responsible for all contacts with the news media, including the answering of questions from the media. No other employees are authorized to speak with the news media on behalf of the District. If an employee is contacted by the news media for a statement by the District, the employee must refer the news media to the Manager.

HR4.08. Purchasing, Inventory and Billing Procedures

The District has a specific purchasing, inventory and billing procedure. All employees are required to use either the particular project system or District wide system. These procedures are intended to provide an accountability system of public funds, equipment and supplies. Employee shall submit request for purchase to Supervisor.

HR4.09. Discipline

The District reserves the right to discipline and/or terminate any employee who violates District policies, practices, or rules of conduct. Poor performance and misconduct are also grounds for discipline and/or termination.

By way of illustration only, actions that are unacceptable and considered grounds for disciplinary action include, but are not limited to:

- a. Arriving or being on the job under the influence of intoxicating beverages or drugs;
- b. Violation of a lawful duty;
- c. Insubordination;
- d. Breach of discipline;
- e. Being habitually absent without a valid reason;
- f. Conviction of certain crimes; revocation of a valid driver's license if necessary to perform the duties of the job;

- g. Accepting fees, gratuities or other valuable items in the performance of the employee's official duties of the District;
- h. Inability, refusal or failure to perform the assigned job and the duties thereof;
- i. Violation of duties or rules imposed by this manual.

This list illustrates the types of actions or events that are subject to disciplinary action; it is not an exhaustive list and it is not intended to indicate every act that could lead to disciplinary action and/or termination. The District reserves the right to determine the severity and extent of any disciplinary action based on the individual circumstances at hand.

HR4.10. Discipline Process

To correct unacceptable behavior or actions, disciplinary action may take any one of a number of forms, including but not limited to, and in no particular order: oral warning(s), written warning(s), probation, suspension, demotion, discharge, or some other disciplinary action.

The District reserves the right to determine when to use corrective action and it may choose not to do so. The District may impose discipline for conduct it deems inappropriate, without prior warning, as it deems necessary or appropriate, up to and including termination. At its discretion, the District may take immediate action rather than corrective action for any employee conduct it deems inappropriate.

HR4.11. Whistleblower (Chapter 42.41 RCW)

District employees shall be encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions of local government officials, and employees, without fear of retaliation.

“Improper governmental action” means any action by an officer or employee that is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment, which is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.

“Improper governmental action” does not include personnel actions including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatement, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of the local government collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any action that may be taken under Chapter [41.56](#) RCW and RCW [54.04.170](#) and [54.04.180](#).

Procedures for Reporting

1. Employee submits a written report to the supervisor stating in detail the basis for the employee’s belief that an improper action has occurred.
2. If the employee feels that the improper action involves his or her supervisor, the employee may raise the issue directly with the next person above the supervisor in the chain of command, or may raise the issue directly with the General Manager.
3. In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action. A list of these government agencies is included below.
4. The supervisor in receipt of the report shall promptly turn it over to the General Manager.
5. The General Manager shall promptly investigate the matter. The name shall be kept confidential to the extent possible under the law, unless the employee authorizes the disclosure in writing.
6. After the investigation, the employee shall be advised of a summary of the result of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.
7. District employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the employee reasonably believes that an adequate investigation was not undertaken by the District to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

Protection Against Retaliatory Actions

1. No employee who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequence for making the report. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. The whistleblower policy is intended to encourage and enable employees and others to raise serious concerns with the District prior to seeking resolution outside the District.
2. Employees who believe they have been retaliated against for making a good faith report should give written notice to the Board of Commissioners within thirty (30) days of the alleged retaliation.
3. Except in the case of an emergency, district employees who fail to make a good-faith attempt to follow the District's procedures in reporting improper governmental action shall not receive the protections provided by the District in these procedures.

List of Agencies

Following is a list of outside agencies to which an employee may report improper governmental action under this policy. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact the Human Resources Manager.

JEFFERSON COUNTY

Jefferson County Prosecutor
P.O. Box 1220
Port Townsend, WA 98368
(360) 385-9180

STATE OF WASHINGTON

Attorney General's Office

1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
(360) 753-6200

State Auditor's Office
Insurance Building
Capitol Campus
302 Sid Snyder Avenue SW
Olympia, WA 98504-0021
(360) 902-0370

Jefferson County PUD #1

Policy Manual

Section HR-5: Attendance and Leaves

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- HR5.02 Hours of Work
- HR5.03 Standard Work Week
- HR5.04 Rest Periods
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- HR5.19 Unauthorized Absence – Presumption of Job Abandonment

HR5.01. Attendance

Employees shall be in attendance at the job in accordance with the rules regarding hours of work, holidays and leave. Attendance at the job may include, but not be limited to: presence and performance at the primary office location; performance in the field; attendance at meetings representing the District; performance of job products/tasks at other than the primary office location with Supervisor / Department Head approval.

HR5.02. Hours of Work

All employees shall work a schedule as approved by the Manager or his/her designee. A temporary employee's work week should not normally exceed the regular work week of other employees in the department to which he/she is assigned.

The regular work schedule is a forty-hour week of five 8-hour days. Alternate work schedules such as four 10-hour days (4 10's) must be approved by the Manager and the Department Head for non-represented employees. Requests will be made using the District's alternative work schedule request form.

If a holiday falls on a non-working day of an employee's alternate schedule, the Department Head will ensure that the employee takes another working day off within the same work week. If the employee's regularly scheduled day is longer than what the employee would get paid for a holiday on a non-alternate work schedule, the employee must use his/her PTO, comp time or other available paid time off to make up the scheduled hours. PTO accrues at the regular rate while on the alternative schedule. PTO or other paid time off must be used for any scheduled hours in a day that the employee does not work. For example, an employee taking PTO for an entire day must use 10 hours of PTO if working a 4-10 schedule.

The Department Head or the Manager may end the approval of an alternative work schedule by giving the employee two weeks' notice.

HR5.03. Rest Periods

Meal breaks and any other breaks will be taken/scheduled in a manner not to interfere with the effective provision of District services.

All employees are entitled to two (2) fifteen (15) minute breaks during the work day, one in the morning and one in the afternoon, except where the nature of the work allows the employee to take intermittent rest periods equivalent to this amount. Breaks should be taken away from the work station to maximize the recuperative effect of the break time.

Employees are entitled to an unpaid meal break of at least 30-minutes if working more than five (5) hours in a shift. Meal breaks will be at least two (2) hours into the shift and not more than five (5) hours after the beginning of the shift and will be approved by the supervisor in consideration of work schedules of the department.

HR5.04. Break Periods to Express Milk

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. The District will designate a lactation room for the new mother when she does not have a private office space.

Breastmilk can be stored in any District refrigerator in the same manner as any other perishable food for employees. Labeling is recommended for your safety and privacy. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering.

HR5.05. Holidays

All full-time non-represented employees are provided paid holidays. The holidays observed by the District are:

New Year's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Two Floating Holidays per calendar year
Labor Day	

1. Holidays occurring during an employee's absence on leave shall not be considered as a part of the leave expended.
2. A Department Head shall have the right and the authority to require one or more of the employees in that department to work on a holiday.
3. Non-exempt employees required to work on a holiday shall choose one of the following options:
 - a. The employees may be paid at the rate of double the regular pay for those hours worked which fall on a holiday (holidays shall start at 0001 hours and end at 2400 hours of the designated holiday date).
 - b. The employees may accrue compensatory time at the rate of double the rate for those hours worked which fall on a holiday. All other compensatory time policies will apply.
4. If a holiday falls on Saturday, the preceding Friday will be allowed off. If a holiday falls on Sunday, the following Monday will be allowed off.
5. New employees must complete six (6) months of service before they are entitled to the second floating holiday. Employees who fail to use their floating holiday(s) during the year it is applicable shall forfeit their floating holiday(s).

HR5.06. Unpaid Holidays for Reasons of Faith or Conscience

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain

public safety. The term “undue hardship” has the meaning contained in the rule established by the Office of Financial Management.

If possible, an employee should submit a written request for an unpaid holiday provided for by this section to the employee’s supervisor a minimum of 20 days prior to the requested day. The requested unpaid holiday shall not be deemed approved unless it has been authorized by Manager.

The two unpaid holidays allowed by this policy must be taken during the calendar year if at all; they do not carry over from one year to the next.

HR5.07. Paid Time Off (PTO)

This section applies to non-represented employees.

A Paid Time Off (PTO) program will be instituted in recognition of the need for paid time off for rest and recreation, illness, injury, child care, personal business or any other approved absence from work on a paid leave status including compliance with the Washington state paid sick leave law, except to the extent Worker’s Compensation, Short Term Disability Plan, or Long Term Disability Plan provisions, provide otherwise. Any conflict between this policy and applicable law will be decided according to such law.

Accrual Rates

Except while on Short Term Disability or in a leave without pay status, each full-time employee shall accrue PTO as follows:

Years of Service	Days accrued per year
During the 1st yr.	20
During the 2nd yr.	20
During the 3rd yr.	20
During the 4th yr.	20
During the 5th yr.	20
During the 6th yr.	25
During the 7th yr.	25
During the 8th yr.	25
During the 9th yr.	25
During the 10th yr.	25
During the 11th yr.	26
During the 12th yr.	27
During the 13th yr.	28
During the 14th yr.	29
During the 15th yr.	30

During the 16th yr.	31
During the 17th yr.	32
During the 18th yr.	33
During the 19th yr.	34
During the 20th yr.	35
Thereafter	35

* “Day” for the purposes of this section means eight (8) hours

Regular, part-time employees shall accrue personal leave at the rate of one-half of the full-time employee.

Temporary, seasonal or other similarly situated employees, including interns, will accrue PTO at the rate of 20 days per year (160 hours). PTO begins to accrue from the first date of employment.

Employees may carry over a maximum of sixty-three (63) days (504 hours) of accrued but unused PTO from one calendar year to the next. Any accrued leave beyond this amount will be forfeited.

Notification Requirements by Employees

Unless the use of PTO is protected by applicable law (e.g. illness or disability), PTO must be approved by the General Manager or designee in advance of the leave.

When the need for leave is unforeseeable (e.g. unexpected illness), the employee shall notify his/her Supervisor of his/her reason for being absent within two (2) hours of the beginning of the work period. If the absence continues beyond the first day, the employee shall notify the Supervisor on a daily basis unless other arrangements have been made.

When the need for PTO is foreseeable (e.g. vacation), the employee should provide advance notice that is at least twice as early as the length of the requested leave (e.g., one week’s leave would require at least two weeks’ notice). Non-exempt employees who use PTO for reasons covered by the Washington Paid Sick Leave Act (see section below for more details) must provide at least ten days’ advance notice for foreseeable absences.

Unless prohibited by law, any request for PTO of over thirty (30) days may be rejected by the District if at least six months’ notice is not given, and then only dependent upon the District’s work schedule.

Unless otherwise required by law, the District shall not be required to permit more than one employee from any work classification to use PTO at the same time.

Unplanned use of PTO so frequent as to interfere with job performance or District operations shall subject the employee to possible disciplinary action, unless the reason for leave is protected by law. The District reserves the right to request verification regarding the reason for the unplanned absence.

Cash-Out of Accrued PTO

Any PTO accrual remaining at the time an employee begins to receive the LTD benefit shall be paid in full less statutory deductions.

Any employee who has accumulated PTO as herein provided and who terminates his employment with the District after giving the District two weeks advance notice of his intention to quit, shall receive his accrued PTO; provided it is in conformance with the provisions contained herein.

Any employee who enlists or is inducted into the armed services of our country shall be paid for the personal leave time he has accrued to-date to the date he leaves the employ of the District.

In case of the death of any employee, all accumulated earned personal leave will be paid in accordance with Section HR-5: of this policy manual.

HR5.08. Special Rules for Non-Exempt Employees Who Use PTO for Safety or Health Related Reasons

Non-exempt employees are protected under Washington's Paid Sick Leave law. *See* RCW 49.46.210. The District's PTO policy meets the requirements of the law. The purpose of this section is to provide non-exempt employees with more information regarding their rights under the law.

Protected Uses of PTO

The following reasons for using PTO are protected under Washington law:

- To care for yourself or a family member relating to a mental or physical illness, injury, or health condition, or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, including preventive medical care
- When you or a family member is the victim of sexual assault, domestic violence, or stalking

- In the event the District’s business or your child’s school or place of care is closed by a public official for any health-related reason.

For purposes of this policy, “family member” includes a child or parent (including biological, adopted, foster, step or legal guardian), spouse, registered domestic partner, grandparent, grandchild, sibling, and parent-in-law.

When the need for leave under this section is foreseeable, the employee must provide at least ten (10) days’ advance notice.

Verification for Absences Exceeding Three Days

If an employee is seeking to use or has used paid sick leave for authorized purposes for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose.

For absences related to a health-related issue, this verification may include a doctor’s note or a signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or an employee’s family member.

When an employee is absent due to the closure of the employee’s child’s school or place of care by a public official due to health-related reasons, the employee can provide a copy of the notice of closure.

For absences related to domestic violence, this verification may include reasonable documentation (e.g. a police report, court order, or written statement from a health care provider or social services agency).

If verification is required, it must be provided to Human Resources within ten calendar days of the first day an employee used paid sick leave to care for themselves or a family member. Failure to provide the requested documentation may result in the employee not receiving paid leave.

When providing verification, an employee is not required to provide any details concerning the specific nature of the health condition in order to use sick leave, unless otherwise required by law, and any information provided will be treated in a confidential manner consistent with applicable privacy laws.

If an employee believes obtaining verification for use of paid sick leave would result in an unreasonable burden or expense, please contact Human Resources.

No Retaliation

Retaliation for using paid sick leave for these authorized purposes is prohibited.

Reinstatement of PTO

If a non-exempt employee leaves employment and is rehired within 12 months of separation, any accrued, unused PTO will be reinstated to the employee, unless that amount was previously cashed out to the employee. Any previous period of employment shall be counted for purposes of determining the employee's eligibility to use PTO.

HR5.09. Annual Cashout of PTO

Regular, full-time employees of the District shall be allowed to convert a portion of their personal leave to cash at the end of December of each calendar year, provided the following guidelines are met:

1. An employee must use a minimum of fifteen (15) days scheduled personal leave annually prior to any conversion.
2. After use or conversion, a minimum of sixty-three (63) days (504 hours) of accrued personal leave must remain in the employee's accrual account at the end of December of each calendar year.

HR5.10. Bereavement Leave

In addition to other paid leave benefits described in this Handbook, the District will grant three (3) days of paid bereavement leave related to the death or funeral attendance of an immediate family member "Immediate family" means mean parents, spouse or children (natural or adoptive).

HR5.11. Military Leave

In accordance with RCW 38.40.060, an employee who is a member of an organized unit of the United States military reserve or Washington National Guard shall be granted up to 21 days leave with pay during each year beginning October 1st and ending the following September 30th so that the employee may report for required military duty, training or drills. An employee taking military leave will be charged only for those days the employee was scheduled to work. Any authorized leave in excess of 21 calendar days will be charged pursuant to other applicable federal and state laws or to leave without pay or vacation or PTO at the option of the employee.

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). This leave is not to exceed a total of five years unless an exception is provided under USERRA. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time and an eight-hour rest period. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

When an employee who is serving in a probationary period at the time of leaving for military service returns to District employment, the employee shall complete the remaining portion of the probationary period according to the then applicable rules and regulations.

HR5.12. Family Military Leave

In accordance with RCW 49.77, during a period of military conflict, an employee who works an average of 20 or more hours per week is entitled to leave under this section.

“Period of Military Conflict” means a period of war declared by the United States Congress, declared by executive order of the president, or in which a member of a reserve component of the armed forces is ordered to active duty pursuant to either sections 12301 and 12302 of Title 10 of the United States Code or Title 32 of the United States Code.

The employee shall be granted a total of 15 days of unpaid leave per deployment when a spouse who is a member of the armed forces of the United States, national guard, or reserves has been notified of an impending call or order to active duty or has been deployed.

An employee who seeks to take leave under this section must provide his

or her Department Head with notice, within 5 business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the employee's intention to take leave.

An employee who takes leave under this section may elect to substitute accrued leave, provided the use meets the criteria for such leave, for any part of the leave under this section.

An employee returning from military family leave shall be restored to a position of employment in the same manner as an employee returning after Family and Medical Leave pursuant to the District's policies. An employee may continue benefits in the same manner as an employee on Family and Medical Leave.

HR5.11 Pregnancy Disability Leave

If an employee is sick or temporarily disabled because of pregnancy or childbirth, the employee may take an unpaid leave of absence during the period of sickness or temporary disability. This leave is available in addition to FMLA leave, described below. Employees may elect to use accrued paid leave during this absence. Employees are entitled to return to work in the same job, or an equivalent job, after the pregnancy related disability leave is over. Employees may contact Human Resources to discuss this option.

HR5.13. Leave Without Pay

Leave without pay may be requested for absence from work not covered by any other type of leave described in this handbook. Whenever possible, leave must be requested at least two (2) weeks in advance. An employee must have completed any applicable probationary period in order to qualify for leave without pay:

1. Leave may be granted to an employee for a period of up to thirty (30) days upon the written approval of the Manager. Extensions of up to ninety (90) days in any calendar year (total) are subject to further approval of the Board of Commissioners in a public meeting.
2. Accrued compensatory time, if any, and vacation leave or PTO must be expended prior to taking any leave without pay. Sick leave shall not be used for this purpose.
3. The District will pay non-wage benefits (i.e. health insurance, dental insurance, etc.) while an employee is on leave without pay up to thirty (30) days, subject to the rules of eligibility as determined by the insurance provider. The employee may continue to pay for benefits thereafter, to the extent allowed by plan terms and under the provisions of COBRA.

4. All other benefits are suspended including accrual of leave until the employee returns to work. The period of leave without pay will not be credited toward the employee's length of service for pay or seniority purposes if the leave without pay extends beyond thirty (30) days.

HR5.14. Jury Duty Leave

Civil leave shall be allowed by the Manager to permit an employee to serve as a member of a jury or to appear as a witness before a court or grand jury.

An employee shall receive his/her regular pay while covered under this section. The employee will keep any compensation or reimbursement received for such services.

Employees will promptly inform the District when notified of a jury duty or witness summons and will cooperate in requesting a postponement of service if warranted by business demands. If selected to be on a jury, employee-requested schedule changes will be approved, to accommodate jury duty service. If employees are released from jury duty and there are more than four (4) hours remaining on their work shift, they may be required to return to work.

HR5.15. Volunteer Emergency Services Personnel Leave

In accordance with RCW 49.12.460, an employee who is a volunteer firefighter, reserve peace officer, or member of the Civil Air Patrol will not be subject to discipline or termination when an emergency call, fire alarm, or emergency service operation prevents them from showing up to work on time.

In the case of a volunteer firefighter working at, or returning from, a fire alarm or emergency call that causes the employee to be late or miss work, the on-scene commander must order the firefighter to remain at the scene. Training and other non-emergency activities do not qualify. Volunteer firefighters cannot be paid and must be away from their regular job when the fire alarm or emergency call comes in to qualify for this leave.

A reserve peace officer, as defined in RCW 41.24.010, must be called to an emergency to be late or miss work. A member of the Civil Air Patrol must be involved in an emergency service operation, as defined in RCW 49.12.460, to be late or miss work.

1. Notice Requirements

An employee shall make every reasonable attempt to give his or her Department Head advance notice of the need to take leave.

2. Type of Leave

An employee who is absent from work pursuant to this policy may elect to use his or her accrued vacation leave or PTO, floating holiday, compensatory time or unpaid leave time.

3. Verification

The Department Head may require that the request for leave be supported by verification from the agency at which the employee volunteers.

HR5.16. Domestic Violence Leave

In accordance with RCW 49.76, an employee who is a victim of domestic violence, sexual assault, or stalking, may take reasonable or intermittent leave, with or without pay, to take care of legal or law enforcement needs or to get medical treatment, social services assistance or mental health counseling. Employees who are family members of a victim may also take reasonable leave to help the victim obtain treatment or seek assistance.

Notice Requirements

As a requirement of taking leave under this section, an employee shall give his or her Department Head advance notice of the intention to take the leave. When advance notice cannot be given due to an emergency or unforeseen circumstance, the employee or his or her designee must give notice to Department Head no later than the end of the first day that the employee takes such leave.

Type of Leave

An employee who is absent from work pursuant to this policy may elect to use his or her accrued sick leave, PTO, other paid leave, compensatory time or unpaid leave time.

Verification

The Department Head may require that the request for leave be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking and that the leave taken was for one of the purposes described in RCW 49.76. The need for the leave is confidential and will only be released with the employee's consent, by court or administrative agency order, or as otherwise required by law.

Protection of Position and Benefits

Upon the employee's return, the District shall either return the employee to the same position that was held prior to the leave commencing or return the employee to an equivalent position with equivalent benefits, pay and other terms and conditions of

employment. However, these restoration rights do not exist if the employee was hired for a specific term or only to perform work on a project and the project is over.

To the extent required by law, the District shall maintain coverage under any health insurance plan for an employee who takes leave under this policy. The coverage will be maintained for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had not taken the leave.

HR5.17. Family and Medical Leave

The District complies fully with the Family and Medical Leave Act of 1993 (FMLA) and with any revisions of the Act as they occur. The following information is provided to give employees a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

The District will grant job-protected unpaid family and medical leave to eligible employees for any one or more of the following reasons:

New Child or Health Leave:

An employee who is eligible for FMLA may receive up to twelve (12) weeks of unpaid leave in a twelve (12) month period to care for:

- (a) A newborn child, newly adopted child, newly placed foster child;
- (b) a spouse, child or parent with a serious health condition; or
- (c) a personal serious health condition that leaves the employee unable to perform the essential functions of his/her job.

If both spouses are District employees, the District reserves the right to restrict family and medical leave to a total of up to twelve (12) work weeks of unpaid leave in a twelve (12) month period for the birth or adoption of a child or to care for a parent with a serious health condition. The District may opt to limit the use of the family and medical leave to one spouse at a time.

Family and medical leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months of the child's birth or placement for adoption.

Military Caregiver Leave:

An employee who is eligible for FMLA, may receive up to twenty-six (26) weeks of unpaid leave in a 12-month period to care for recovering current military service personnel (including National Guard or Reserves) who is a spouse, parent, child or next of kin who develops and is undergoing medical treatment, recuperation or

therapy for a serious injury or illness incurred in the line of duty while on active duty in the armed forces. This includes a recovering veteran discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

Call to Active Duty Leave:

An employee who is eligible for FMLA, may receive up to twelve (12) weeks of unpaid leave in a 12-month period when a spouse, parent, or son or daughter on *covered active duty* in the Armed Forces has a qualifying exigency arising out of active duty or has been notified of an impending call or order to active duty in the armed forces in support of a contingency operation.

While an employee may also take 12-weeks of leave other than military care leave, the total amount that an employee may take of both military and other FMLA leave is 26 weeks in a 12-month period.

For purposes of this policy, the “12-Month Period” refers to a “rolling” 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. Each time an employee takes family leave, the remaining leave entitlement would be any balance of the twelve weeks not used during the immediately preceding twelve months.

Relationship to Other Leave.

- a) Federal and state leave will run concurrently provided the leave circumstances qualify under both sets of laws. Where leave qualifies under only one set, the employee retains full leave allowance under the other laws.
- b) Beginning January 1, 2020, FMLA leave will run concurrently with leave pursuant to the Washington Paid Family Leave Act.

Additional Leave.

- a) Pregnancy related disability leave, HR 5.13, may be considered separately from and in addition to this family and medical leave policy when required by law.
- b) If an employee needs additional leave beyond the twelve-week period, he or she may request a leave of absence without pay under HR 5.12 - Leave Without Pay.

Mandatory Use of Accrued Sick Leave, Vacation, PTO & Compensatory Time.

The District requires the employee to use paid leave, provided the use

meets the criteria for such leave, concurrently and at the beginning of Family and Medical Leave, unless a specific provision of a contract, or these policies allows otherwise. If the accumulated paid leave time is less than twelve workweeks, then the additional weeks added to attain the total will be unpaid.

Intermittent or Reduced Leave.

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for himself or herself, a spouse, child or parent when the certification documentation confirms that the need for intermittent or reduced schedule leave is “medically necessary”.

- a) The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates the employee’s modified work hours.
- b) An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the Manager’s consent.

Notice Requirement.

- a) An employee is required to give 30 days’ notice in the event of a foreseeable leave. A written statement of the specific reasons for the request shall be submitted to his or her supervisor.
- b) In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a written request.
- c) If an employee fails to give 30 days’ notice for a foreseeable leave with no reasonable excuse for the delay, the leave can be denied until 30 days after the employee provides notice.
- d) All requests for FMLA leave submitted to a supervisor or department head must be forwarded to the Human Resources Manager upon receipt.
- e) The District may place an employee on FMLA leave when the employer has knowledge of a qualifying FMLA event. The employee may choose to decline FMLA coverage and FMLA protections by affirmatively declining FMLA coverage, in writing to the Human Resources Department, so long as the absence is otherwise covered under other District policies.

Certification.

- a) The District may require confirmation from the health care provider on the forms provided by the US Department of Labor. Certification must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.
- b) The District may require a second or third opinion at District’s

- expense, periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.
- c) All documents related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file in the Human Resources Department.
 - d) Confirmation of the need for qualifying exigency leave for rest and recuperation leave can include a copy of the military member's rest and recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

Continuation of Health Plan Coverage.

During the period of unpaid family and medical leave, the District will continue health insurance coverages as they existed prior to the leave. However, if the employee fails to return from leave not due to illness or circumstances beyond the employee's control, the employee shall reimburse the District for the health insurance costs paid by the District during the period of leave. If an employee is normally required to pay for part of the health insurance premiums, mutually acceptable arrangements for payment of the employee's share of the premiums must be made to ensure continuation of coverage.

Employment Protection.

- a) If the employee returns to work within the agreed upon time period of family and medical leave, he or she will be reinstated to his or her former position or an equivalent position with equivalent pay, benefits, status, and authority.
- b) The employee's restoration rights are the same as they would have been had the employee not been on leave; thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Status Reports While Using Family and Medical Leave.

The District may require an employee using family and medical leave to periodically report their status and intention to return to work. The District may also require an employee to obtain additional, written medical certification for the need to continue the leave.

Other Benefits.

The taking of leave shall not result in loss of any benefits, including seniority or pension rights accrued before the day on which the leave commenced. However, the District shall not grant benefits, including vacation, sick leave, or PTO during unpaid leaves of absences. Paid holidays will not be provided if the employee is in unpaid leave status

the working day before and the working day after the holiday.

HR5.18. Washington State Family Care Act

In accordance with RCW 49.12.265, an employee can use paid leave to care for family members.

Permitted Use of Family Care Leave.

An employee may use any or all of the employee's choice of sick leave or other paid time off to care for:

- a) A "child" less than 18 years of age with a "health condition that requires treatment or supervision", or
- b) Any child, regardless of age, school attendance or marital status, that is "incapable of self-care" because of a "physical or mental disability", or
- c) A spouse, parent, parent-in-law, or grandparent of the employee who has a "serious health condition" or "emergency condition".

An employee may not take leave until it has been earned.

The employee taking leave under the circumstances described in this section must comply with the terms of the collective bargaining agreement or employer policy applicable to the leave, except for any terms relating to the choice of leave.

Notice Requirement.

Employees unable to report to work because of the need to take family care leave are to notify their immediate supervisor within one hour of the official start time, except in the case of a bona fide emergency. Use of paid leave may not be allowed, at the discretion of the supervisor, unless such report has been made.

HR 5.19 Unauthorized Absence – Presumption of Job Abandonment

An employee who is absent for three consecutive work days without advance notice to the employee's immediate supervisor shall be presumed to have abandoned his or her District position and such absence shall be treated as prima facie evidence of resignation from District employment. It is recognized that unique, emergency conditions may make it impossible for a District employee to notify his or her supervisor of an extended absence from work. Upon the return of the District employee, the Manager may approve the extended leave.

Jefferson County PUD #1

Human Resources Policies Section HR-6: Benefits

- HR6.01 Compensation and Payroll Policies
- HR6.02 Overtime and Compensatory Time
- HR6.03 On-call Pay
- HR6.04 Work Related Expenses
- HR6.05 Insurance Benefit Plans
- HR6.06 Retirement Benefits
- HR6.07 Supplemental Retirement Benefit
- HR6.08 Short-term Disability Benefit
- HR6.09 Health Reimbursement Arrangement (HRA)

HR6.01. Compensation and Payroll Policies

Deductions: Some regular deductions from the employee's paycheck are required by law; other deductions are as specifically authorized by the employee. Employees may request voluntary payroll deductions in accordance with applicable laws and statutes.

Salary Advances: The District is prohibited by Article 8, Section 7 of the Washington State Constitution from lending public funds. Cash advances shall be limited to the payment of accrued benefits, such as salary earned or vacation benefits accrued.

Records: Falsification of leave records or reporting may result in disciplinary action.

HR6.02. Overtime and Compensatory Time for Non-Exempt Employees

Except in emergencies, overtime shall be approved by the Department Head or, in his/her absence, the individual in charge of the Department at the time the need for overtime becomes apparent. In order to permit employees some flexibility in the use of the benefits which they earn through their overtime service, the following policies are adopted:

1. Overtime is paid to all non-exempt employees for hours worked in excess of forty (40) per week. Overtime is paid at a rate of one and one-half (1½) times the regular rate of pay.

For purposes of determining overtime, the standard work week starts Monday at 12:00 a.m. and ends Sunday at 11:59 p.m.

2. Non-exempt employees are eligible to receive premium pay at the overtime rate for hours worked on a Saturday and Sunday if they are not a scheduled work day.
3. Non-exempt employees may request compensating time off in lieu of the payment of overtime. All such requests shall be subject to the approval of the Manager and shall be granted at the sole discretion of the District. Compensatory time will accrue at one and one-half (1 ½) times the hours of overtime worked. The maximum accrual of compensatory time is 40 hours. Use of compensatory time shall be taken within reasonable time from the date earned, not to exceed six months. All scheduling of compensatory time shall be mutually agreed upon by the employee and his/her Department Head. Upon termination of the employment relationship, the balance of the accrued compensatory time will be paid as wages.

HR6.03. On-Call Pay

To compensate non-represented, non-exempt employees who have been assigned to accept on call duty for telephone and other non-field support during call out situations, the employee will receive, for each day of on-call status, a flat dollar amount equivalent to \$25.00 per day. This amount will increase by the cost of living adjustment (COLA) provided to non-represented employees on the same date that the COLA is applied to non-represented employee wages. In addition to this stipend, employees will be paid for all hours actually worked while on-call.

HR6.04. Work Related Expenses

It is the policy of the District to reimburse employees and District officials for travel, subsistence and related expenses while conducting District business or providing a service to the District. To qualify for reimbursement, such expense must be reasonable and prudent under the circumstances and directly related to the conduct of business or service of the District. Care must be taken to avoid unnecessary or excessively-costly expenditures.

No claim for personal reimbursement shall be paid unless it is accompanied by a bonafide vendor's receipt. Such receipts must show the date, a description of the purchase, vendor identification and the amount paid. Personal credit card receipts are an acceptable form of receipt.

HR6.05. Insurance Benefit Plans

Medical, dental, vision and life insurance is available to all full-time employees in accordance with applicable plan terms.

HR6.06. Retirement Benefits

District employees will belong to the Public Employees Retirement System. Descriptions of the retirement plan for each employee are available.

HR6.07. Supplemental Retirement Benefit

District employees may participate in the Washington State Deferred Compensation Program (DCP), an IRC Section 457 plan.

Non-represented employee contributions up to 6% of his/her gross wages (with the exception of reimbursements, moving allowance and cash outs) are eligible for District match. The District will match at a rate of \$0.50 for each dollar the employee contributes up to a maximum of 3%. Any amount contributed by the employee beyond the maximum of 6% will not be matched. The total annual contribution under the 457 deferred compensation program, including District match, will be limited by the IRS and DCP regulations.

HR6.08. Short-term Disability Benefit

In recognition of the fact of extended illness or injury, there is established a Short Term Disability (STD) benefit as set forth below and further subject to plan terms. In the event of any difference between this description and the plan, the plan terms shall govern:

Non-union employees who are unable to work for forty (40) consecutive regularly scheduled hours because of their illness or injury, as certified by licensed, competent medical authority, shall receive seventy percent (70%) of their regular straight time base pay from the forty-first (41st) regularly scheduled hour of their inability to work until they either recover and return to work or complete the waiting period required for the District's long term disability insurance eligibility, whichever is earlier. Accrued personal leave may be used to make up the difference between the STD benefit payment and 100% of gross, straight-time pay.

Return to work from coverage by the Short Term Disability benefit is conditioned upon certification by licensed, competent medical authority that the employee is able to fully perform the duties of the job and is otherwise fit to return to work.

An employee who returns to work from coverage by the Short Term Disability benefit and works less than thirty (30) calendar days because of a relapse as certified by a licensed, competent medical authority, may return to coverage by the Short Term Disability benefit immediately upon such relapse.

Any employee who returns to work, full time with no restrictions, from coverage under the Short Term Disability benefit and is required to attend recovery or follow-up doctor appointments related to the same illness or injury within ninety (90) calendar days of the first day of return may include these appointments under coverage by the Short Term Disability benefit as described without having to revisit the forty (40) hour waiting period.

Personal leave will be accrued at a rate of 70% of the normal rate while covered by the Short Term Disability benefit, provided that when an employee uses the personal leave option to make up all, or a portion of, the difference between the Short Term Disability benefit payment and 100% of gross straight-time pay, personal leave will then be accrued at the total rate between 70% and 100%. All other benefits will continue to accrue at the normal rates.

Once all STD and personal leave coverage has been exhausted and, according to the prognosis received from a certified medical doctor, an employee will be able to return to their previous position with the District at full capability, the employee may request leave of absence status.

HR6.09. Health Reimbursement Arrangement (HRA)

- A. The District will contribute to an HRA VEBA Medical Reimbursement Plan on behalf of all regular non-represented (“eligible”) employees participating in the PUD’s group medical plan(s). Contributions on behalf of each eligible employee shall be an equal dollar amount for each employee (pro-rated for part-time employees). The dollar amount will be determined annually.
- 1) The Board of Commissioners may, pursuant to RCW 54.12.080(5), be provided the same group insurance coverage. However, the Board of Commissioners will not automatically be impacted by a vote of the non-represented employees. Should the non-represented employee group vote to make a change, and the change is eligible to be applicable to the Board of Commissioners, the Board of Commissioners will discuss the topic at a public meeting and take a vote to decide whether or not to receive the same coverage as the non-represented employee group.
- B. Petition to Change the Program: By a written petition signed by 25% of the eligible employees, representing at least 2 different departments of the District, a revote can be called to change the components of the HRA VEBA plan. 25% of the eligible employees means 25% as of the day the petition is turned in to the Human Resources Manager.

- 1) Components that are subject to change are limited to the contribution method (i.e. change in employee contribution amount and/or PTO cash out contributions).
- 2) The petition must clearly state the action that would be proposed on the ballot that is being requested. The final ballot will contain only one item to vote upon. The item may be a single change or a combination of changes to be implemented together if the vote is successful.
- 3) The deadline for any petition is November 1. No petition will be accepted prior to October 1 of any year. A revote can happen no more frequently than annually and would occur between November 1 and December 15.
- 4) In the event there are multiple petitions, there can be only one vote. Should multiple qualified petitions be submitted, the petition received first will be the one used for the revote.
- 5) The Human Resources Manager is responsible for assisting in any petition by providing names of eligible employees, determining and verifying the necessary signatures to obtain 25%, and for administering any vote as required by a qualified petition.

C. Voting Procedures:

- 1) Ballots, paper or electronic, are to be made available for no less than 10 calendar days.
- 2) A supermajority (60% or greater) of the ballots returned is required to pass any ballot proposal.
- 3) Any eligible employee on the payroll as of the first day the ballots are available is eligible to vote.
- 4) Paper ballots will be counted at a pre-determined location and time allowing for interested observers, a print out of electronic ballot counts will be made available to those requesting the information.
- 5) Any concerns regarding legitimacy of a ballot will be determined solely by the General Manager.

Administrative Authority for Special Election: In the event that an element of the program is required to be changed due to a change or re-interpretation of applicable rules, the General Manager reserves the right to call for a new election outside of the normal petition and voting procedure as outlined above. Such special elections shall only be used when there is any material change in the law affecting the program. The decision as to whether a change is a material change is at the sole discretion of the General Manager. The procedure for the special election will be clearly identified on the special election ballot and can contain rules that require a simple majority (50% plus 1

vote), depending on what type of change is being required of the program.

Jefferson County PUD #1

Human Resources Policies Section HR-7: Health and Safety

- HR7.01 Safety
- HR7.02 Accidents on the Job
- HR7.03 Alcohol/Drug Use and Dependency
- HR7.04 Drug Free Workplace
- HR7.05 Drug and Alcohol Policy for FMCSA/DOT Regulated Employees
- HR7.06 Wellness Program

HR7.01. Safety

The District recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools and other devices. Administration of the safety program should be the responsibility of the immediate Supervisor/Department Head. Employees should be constantly on the alert to rectify unsafe working practices and report existing hazardous working conditions with the aim of immediate correction.

HR7.02. Accidents on the Job

Accidents which occur on the job, either during regular working hours, weekend service or while on special assignments, shall be immediately reported by the employee to the employee's Supervisor or the Manager. If an immediate report of an accident cannot be made, it shall be reported as soon as it is possible to do so, in any case within 24 hours.

- a. Accidents would include injuries or suspected injuries to employees or others on the job, major equipment breakdown or vehicle accidents.
- b. The term "accidents" is meant to include injuries or suspected injuries to employees which must be reported on industrial accident insurance forms and noted in personnel files.
- c. If an injury should occur on the job, these steps shall be followed:
 - Contact the Fire Department or 911 for emergency medical service if needed.

- Inform the medical service that this was an on-the-job accident and that State Industrial Insurance Report forms should be completed.
 - Notify the Supervisor and Manager as soon as possible following the accident and file a written report if possible
- d. In the event that an accident involving a District vehicle occurs on the job resulting in significant property damage or personal injury the employee shall follow these steps:
- Notify the police, the Manager and the District Office immediately.
 - Ask all persons to remain at the scene until pertinent information is obtained.
 - Obtain data from other drivers involved (license plate number, make of car, driver's license number, name and address of insurance company.)
 - File a written report with the Manager
- e. In order to protect both employees and the District from unwarranted liability, employees are urged not to discuss accidents with persons other than the police and the Manager until the District's insurer and the District's Attorney have been notified and the employee has reviewed the accident with the insurer and/or attorney. Overbroad, inaccurate or confusing statements may result in personal loss or liability to the employee.

HR7.03. Alcohol/Drug Use and Dependency

The District maintains a Drug Free Workplace policy in accordance with the Federal Drug Free Workplace Act of 1988 as detailed in HR7.04. All District business shall be conducted in accordance with this policy and as follows:

1. The habitual, abusive use of drugs or alcohol can impair an employee's work and home life. The District encourages the use of counseling and other courses of treatment and Development.
 - a. Employees who voluntarily seek treatment will qualify for the use of Personal leave to attend a bona fide treatment or counseling program.

- b. As a part of any disciplinary action, employees continued employment may be conditioned upon completion of a drug/alcohol treatment or counseling program.
 - c. Employees who voluntarily report an alcoholic condition or drug dependency shall not be subject to any retaliatory job action or to discrimination, provided, however, that nothing in the Policy shall be interpreted to limit the District's ability to discipline or terminate an employee for the use or possession of drugs or alcohol during working hours nor to prevent the District from taking appropriate disciplinary action or from terminating an employee if an alcoholic condition or drug dependency impairs his/her ability to perform assigned duties or poses a threat to the safety of others.
2. Employees who are required to take prescription drugs shall report their use of the drug to the Supervisor or Manager, if the prescription drug may impair the performance of assigned duties or pose a threat to the safety of others.

At the option of the District, an employee may be reassigned to alternative duties or placed on sick leave during the course of treatment by a prescription drug.

HR7.04. Drug Free Workplace

PUD #1 of Jefferson County (PUD) has the responsibility to the public to provide safe and efficient service while ensuring safe working conditions for its employees. To satisfy these responsibilities, PUD must establish a work environment where its employees are free from the effects of drugs, alcohol or other job impairing substances. Accordingly, reporting for work under the influence of intoxicating liquor or illegal drugs, including marijuana, or the unlawful use, manufacture, sale, dispensing, or possession by an employee of an intoxicating liquor, controlled or illegal substance, a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employee is strictly prohibited and will result in immediate disciplinary action, including immediate suspension or termination.

As a result of disciplinary action arising from a work-related drug or alcohol incident, an employee may be required to participate in a drug or alcohol treatment program. Work absences for treatment purposes may qualify for accumulated sick leave benefits provided the employee continues to make satisfactory progress in the treatment program. All costs, deductible, and co-payments for such programs shall be the responsibility of the employee.

In order to comply with the Federal Drug-Free Workplace Act of 1988, any employee convicted of a criminal drug violation occurring within the workplace, while operating or in control of PUD machinery and equipment or while acting on behalf of the PUD, must notify PUD, as employer, within one (1) working day of the conviction date. As a condition of employment with PUD, each employee must abide by the terms of this policy.

HR7.05. Drug and Alcohol Policy for FMCSA/DOT Regulated Employees

A. Purpose

Federal regulations require that employers conduct alcohol and controlled substances testing of drivers who operate commercial motor vehicles, including but not limited to: District drivers, contract drivers, mechanics, and supervisors with a commercial driver's license who fill in. For the purpose of this policy the term employee will be referred to as "driver" and employer will be referred to as "District." This policy provides guidelines for circumstances under which the Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Transportation (DOT) mandated testing must be conducted.

B. Application

Drivers covered by this policy have been provided a copy of these FMCSA/DOT provisions and by signature, verify that you have read and understand the policy. **Drivers should note that in addition to the required DOT regulations they are also subject to the District's drug and alcohol policy and all other policies and procedures as applied to all employees.**

C. Policy

The District expects all drivers to work drug and alcohol-free at all times. If you have any questions about this policy, contact the Human Resources Manager or your Department Head.

The following conditions and activities are expressly prohibited:

The manufacture, or sale, or use or possession of alcohol, any controlled or illegal substance (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on District premises or property, or during work time, or while representing the District in any work-related fashion.

Reporting for work having any detectable level of an illegal or controlled drug, or alcohol with an alcohol concentration of .02 or

greater, in one's system while covered by this policy will be considered to be a violation.

D. Alcohol and Drug Problems

In some cases, alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Drivers who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. It is the driver's responsibility to seek help when needed, and to do so before substance abuse causes problems on the job or results in disciplinary action.

Drivers who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation, and treatment requirements of 49 CFR Part 382 and 40, provided that:

- 1) The driver does not self-identify in order to avoid testing;
- 2) The driver makes the admission of alcohol misuse or controlled substances use before performing a safety sensitive function;
- 3) The driver does not perform a safety sensitive function until the District is satisfied that the driver has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.

Normally, the District will:

- 1) Not take adverse action against a driver making a voluntary admission of alcohol misuse or controlled substances use provided that the admission occurs before the employee has been subject to disciplinary action or the use/misuse has affected job performance;
- 2) Allow the driver sufficient opportunity to seek an evaluation, education or treatment to establish control over the employee's drug or alcohol problem;
- 3) Permit the employee to return to safety sensitive duties **only** upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor;

- 4) Ensure that prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with (i) a result indicating an alcohol concentration of less than 0.02; and/or (ii) a verified negative test result for controlled substances.

The following Substance Abuse Professionals can provide help and referrals:

Wellspring EAP
800-553-7798 or 206-654-4144 or sapist.com

The EAP can be reached 24 hours a day, seven (7) days a week, 365 days a year.

E. Definitions

This policy will be interpreted in light of applicable DOT regulations and definitions. Certain DOT definitions are excerpted here for reference:

“Commercial motor-vehicle” means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating or gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds; or
- Has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

“Controlled substances” mean those substances identified in 49 CFR Part 40.85: marijuana metabolites, cocaine metabolites, opioids, amphetamines, and phencyclidine (PCP).

“Driver” means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly

employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.

“Performing (a safety-sensitive function)” means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

“Safety-sensitive function” means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment as required by 49 CFR 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“Substance Abuse Professional” (SAP) is a person who is qualified under 49 CFR 40.291 to evaluate employees who have violated a DOT drug and alcohol regulation and who makes recommendations concerning education, treatment, follow-up testing, and aftercare.

F. Prohibited Conduct

The following is considered prohibited conduct under this policy:

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. No driver shall use alcohol while performing safety-sensitive functions.
3. No driver shall perform safety-sensitive functions within four hours after using alcohol.
4. No driver required to take a post-accident alcohol test under 49 CFR 382.303 shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
5. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, or follow-up controlled substance and/or alcohol test required by 49 CFR Part 382.
6. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
7. No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

The District shall not permit a driver to continue to perform safety sensitive functions if the District has "actual knowledge" of a driver violating any of the aforementioned prohibitions. "Actual knowledge" is defined in 49 CFR 382.107.

G. Other Related Alcohol Conduct

A driver tested under the requirements of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed immediately from performing safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the test administration.

H. Controlled Substances and Alcohol Testing

The driver may be tested for controlled substances at any time during his/her work day, except pre-employment, and alcohol testing will be conducted just before, during or after performing safety sensitive functions.

Drivers will be subject to testing as follows:

1. Pre-employment

Drivers will be tested for controlled substances unless the applicant participated in a DOT testing program within the past 30 days and

- a. passed a DOT controlled substance test within the past six (6) months; or
- b. was subject to DOT random controlled substance testing program for the previous 12 months; and
- c. has not violated any prohibitions of 49 CFR Part 382 within the past six (6) months.

In situations where the District exercises the exception to pre-employment testing described above, it will follow the procedures set forth in 49 CFR 382.301.

A driver/applicant who tests positive on a pre-employment test will not be hired, however, may be eligible to reapply with the District after one (1) year from the date of the positive test result. In addition, an applicant who tested positive for this or any other District's mandated pre-employment drug test after August 1, 2001, must provide documentation of his/her successful completion of DOT return-to-duty requirements (i.e. an evaluation by a Substance Abuse Professional, education and/or treatment, and a negative DOT pre-employment test all of which meet the requirements of 49 CFR Part 40). The driver/applicant will be responsible to pay for the pre-treatment evaluation, education and/or treatment, and the subsequent pre-employment test.

2. Post-accident

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving driver shall be tested for controlled substances and alcohol:

- a. who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
- b. the driver received a citation for a moving violation and the accident involved bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident; or
- c. the driver received a citation for a moving violation and the accident involved one or more motor vehicles incurring disabling damage as a result of the accident,

requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test, or until he/she undergoes a post-accident alcohol test, whichever occurs first. All reasonable steps will be taken to conduct the alcohol test within two (2) hours of the accident, but not more than eight (8) hours following the accident and a urine specimen for controlled substance testing as soon as feasible, but within 32 hours.

If the alcohol and controlled substance test(s) is/are not administered within the timeframes above, the District shall cease attempts to administer the test and shall prepare and maintain a record of the reasons why the test was not administered. A driver must remain readily available for testing, or may be deemed by the District to have refused to submit to testing.

3. Random

The employer is using a consortium/third party administrator to facilitate the random selection of drivers and notification to the employer of the driver(s) selected for testing. The consortium/third party administrator is:

A WorkSAFE Service, Inc.
1696 Capitol St NE
Salem OR 97301
(503) 391-9363

Drivers will be subject to random alcohol and controlled substance testing under the following program:

- a. Random selection of drivers will be made by a scientifically valid method using a computer-based random number generator that is matched with drivers' Social Security numbers.
- b. Each driver shall have an equal chance of being drawn each time selections are made.
- c. Selections for testing are unannounced and reasonably spread throughout the calendar year.
- d. Random selections are made to ensure testing for controlled substances is conducted at not less than the minimum annual 25% rate and alcohol is conducted at

not less than the minimum annual 10% rate, or the rates as established by the FMCSA.

- e. A driver shall only be tested for alcohol just before, during, or after performing safety-sensitive functions, however, he/she may be tested for controlled substances anytime while performing work for the employer.
- f. Once a driver is notified of selection for random alcohol and/or controlled substances testing he/she shall proceed to the test site immediately.

4. Reasonable Suspicion

Drivers will be tested for alcohol and/or controlled substances whenever the employer has reasonable suspicion that the individual has violated any of the drug and alcohol policy (for example, if the employer observes physical signs of drug or alcohol use, such as slurred speech, unsteady gait, dilated pupils, odor of alcohol or controlled substances, etc.; or if observed unusual behavior suggesting the use of controlled substances or alcohol in violation of the District policy). Drivers required to be tested under reasonable suspicion testing will be removed from performing safety sensitive functions pending the outcome of the test result(s) and be transported to the testing facility by the District.

Reasonable suspicion drug testing is authorized when the supervisor's observation of the driver's behavior occurs anytime during the workday. Reasonable suspicion alcohol testing is authorized only if the supervisor's observation of the driver's behavior has been made during, just preceding, or just after performing any safety-sensitive function.

The alcohol test must be completed within two (2) hours of the observation, if not, the District must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the observation. After eight (8) hours the attempt to test will cease, and the District must again provide the reasons for the test not being administered.

If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames.

The District shall not permit a driver to report for duty, remain on duty, perform, or continue to perform any safety-sensitive functions while the driver is impaired by alcohol, as

shown by the behavioral, speech, or performance indicators of alcohol misuse, until:

- a. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02 percent; or
- b. The start of the driver's next regularly scheduled duty period, but not less than twenty-four (24) hours following the supervisor's determination that reasonable suspicion exists.

Supervisors and any District representative that may be expected to serve in a supervisory capacity, and who may be required to make a reasonable suspicion determination, must have received at least 60 minutes of training on the indications of probable drug use and an additional 60 minutes training on the indicators of probable alcohol misuse. Only those individuals who have received this training are qualified to make these decisions.

5. Return-to-Duty

No driver found to be in violation of the District drug and alcohol policy will be permitted to return-to-duty involving safety-sensitive functions until the driver has a verified negative controlled substances test and/or an alcohol test with a result less than 0.02 alcohol concentration. All controlled substances return-to-duty tests will be conducted by same gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive. In order to return to duty, the driver must further comply with the evaluation and referral requirements described in Section O.

6. Follow-up

Any driver in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances use as identified through the evaluation by the Substance Abuse Professional will, if still employed, be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional. The District may perform follow-up testing for five years. All controlled substances follow-up tests will be conducted by same gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

I. Failure to Cooperate

Employees who are subject to this policy are expected to comply fully with any required testing. Failure to do so (including, for example, refusing to sign consent or refusing to test, obstructing the testing process, failing to make yourself available for a required test, failing to provide an adequate sample for testing, attempting to adulterate or substitute a specimen, or in any way tampering with a required test, failure to empty pockets or wash hands as requested by collection site personnel, refusing to permit an observed collection, possessing or wearing a prosthetic or other device that could be used to interfere with the collection process, or otherwise refusing to submit to testing as defined in 49 CFR 382.107) will cause the driver to be immediately relieved from performing safety-sensitive functions, and will also be considered a violation of District policy that will subject the employee to discipline, up to and including termination of employment. The District also reserves the right to involve law enforcement officials for any conduct, which it believes, might be in violation of state or federal law.

J. Testing Procedures

Urine Specimen Collection: Specimen collections will be conducted in accordance with the procedures of 49 CFR Part 40, as amended. The collection procedures are designed to ensure the security and integrity of the specimen provided by each covered employee, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be to preserve the individual's privacy as much as possible consistent with ensuring an accurate result. Covered employees will be required to empty their pockets before providing the drug test specimen.

Under normal circumstances the applicant or covered employee will be afforded compete privacy in the restroom for providing the urine sample. Certain situations do require the urine sample be provided under same gender direct observation. Those situations include:

- The temperature on the original specimen was out of range; or
- The original specimen appeared to have been tampered with (i.e. unusual color, odor, foam, etc.); or
- The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the District there was not an adequate medical explanation for the result; or
- The MRO reported to the District that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed; or

- The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5mg/dL, and the MRO reported the specimen to the District as negative-dilute and a second collection must take place under direct observation; or
- All return-to-duty or follow-up drug tests.

When that occurs, the donor will be required to follow the observer's instructions to raise their clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.

Refusing to permit an observed collection, possessing or wearing a prosthetic or other device that could be used to interfere with the collection process are considered a refusal to test and will constitute a verified positive drug test result.

Laboratory Analysis: As required by 49 CFR Part 40, only a laboratory certified by the Department of Health and Human Services (DHHS) will be retained by the District to perform the analysis of the urine specimen for controlled substances. The initial screening test will be performed by immunoassay and will test for substances and at cutoff levels required by 49 CFR Part 40, as amended. All specimens identified as positive on the initial screening test will be confirmed in accordance with 49 CFR Part 40, as amended.

Breath Alcohol: Testing will be conducted by a qualified technician according to 49 CFR Part 40 procedures. Either a breath or saliva test by an EBT device will be used for the testing.

K. Medical Review

All controlled substances test results will be reviewed by a Medical Review Officer (MRO) before results are reported to the District. The MRO will attempt to contact the driver to discuss the test results before reporting positive results to the District.

L. Notification of Results

The District will notify the affected driver of any controlled substances test that is reported as positive by the MRO. The District will notify driver-applicants of the results of pre-employment controlled substances testing if the applicant requests that information in writing within 60 days after we notify the applicant that he/she has or has not been hired.

M. Reanalysis of Original Specimen

Within 72 hours of the MRO notifying the driver of a verified positive controlled substances test, an adulterated or substituted specimen, the driver may request the reanalysis of the original specimen. Only the MRO may authorize such a reanalysis, and such a reanalysis may take place only at laboratories certified by the Department of Health and Human Services (DHHS). If the reanalysis fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test.

All drivers have a right to request the reanalysis of the original specimen for which the applicant and/or driver will be responsible to pay.

N. Confidentiality

Records required under this policy, including test results, will be maintained in a secure location with controlled access. Each driver, upon written request, shall be entitled to receive copies of his/her own records, and to have copies of his/her records made available to any subsequent employer. Information may also be disclosed to the relevant state or federal agencies, or in connection with judicial, administrative or related proceedings (e.g., grievances and arbitration) initiated by or behalf of the driver.

O. Evaluation and Referral

DOT regulations require that any driver who violates the alcohol and controlled substances rules of 49 CFR Part 382 be advised of available evaluation resources and be evaluated by a Substance Abuse Professional. The driver must complete an appropriate education and/or treatment program before being eligible to return-to-safety sensitive duty.

Before returning to performing safety-sensitive functions for any DOT employer a driver must submit to return-to-duty testing (Section H.5) and follow-up testing (Section H.6).

P. Consequences

Under normal circumstances, drivers violating this policy or federal regulations will be suspended from performing any safety-sensitive functions with a commercial motor vehicle, as defined by this policy, and will be subject to disciplinary action up to and including termination of employment. Under some circumstances, however, the District may agree to return a driver to performing these functions upon successful completion of an educational or treatment program, as determined by a Substance Abuse Professional. Where

that occurs, the driver must pay the cost of the pre-treatment evaluation and any education or treatment. The District will pay the cost of any follow-up controlled substances or alcohol testing required by 49 CFR Part 382.

Where, at the District's discretion, a driver is returned to work, the driver will be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional in order to continue to perform safety-sensitive functions and operating a commercial motor vehicle requiring a CDL.

The District reserves the right to take disciplinary action up to and including termination for violation of the District drug and alcohol policy.

Q. Clearinghouse

Effective January 6, 2020, the District will report the following information to the Clearinghouse, which is a federally-maintained electronic database containing records of violations of drug and alcohol prohibitions:

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any test required by DOT regulations;
- An employer's report of actual knowledge, as defined in 49 CFR 382.107;
 - On duty alcohol use;
 - Pre-duty alcohol use;
 - Alcohol use following an accident; and
 - Controlled substance use
- A substance abuse professional report of the successful completion of the return-to-duty process;
- A negative return-to-duty test; and
- An employer's report of completion of follow-up testing.

HR7.06. Wellness Program

Acknowledging the impact of mental and physical well-being on the District's employees and therefore, the work of the District, the District offers a wellness program to District employees.

A "wellness committee" comprised of employees will meet and design the wellness program, which may include educational events, presentations, literature, supplies, materials or prizes for on or off-site use to encourage healthy lifestyles. Full-time employees may seek reimbursement for approved wellness activities using a Reimbursement Request form, subject to program limitations and restrictions. Families of employees are encouraged to participate so long as there is no additional cost to the District or such cost is paid by the employee. Employees and their families are required to sign a Wellness Agreement and Release in order to participate in wellness activities.

Jefferson County PUD #1

Human Resources Policies Section HR-8: Travel

- HR8.01 Purpose
- HR8.02 In General
- HR8.03 Travel Authorization
- HR8.04 Meal Per Diem Rates
- HR8.05 Meals Included in Registration Fees
- HR8.06 Lodging Rates
- HR8.07 Automobile Use
- HR8.08 Non-Employee Passengers
- HR8.09 Volunteers
- HR8.10 Reimbursement Procedure
- HR8.11 Extending a Trip for Personal Reasons
- HR8.12 Traveler's Responsibility
- HR8.13 Modification of Policy
- HR8.14 Exceptions to Policy
- HR8.15 Direct Payment of Travel Expenditures

HR8.01. Purpose

This policy provides guidance concerning travel while conducting official District business.

HR8.02. In General

- A. Travelers are required to take steps to minimize travel expenses to the extent practical.
- B. The departure point for travel will be either 310 Four Corners Road, Port Townsend or the traveler's residence, whichever is closer to the travel destination.
- C. The return point for travel will be either 310 Four Corners Road, Port Townsend or the traveler's residence, whichever is closer to the travel destination.

HR8.03. Travel Authorization

Any travel on behalf of the District must be pre-approved on the JPUD travel request form by the General Manager. When the General Manager is the traveler, any required authorization will come from the Board President. When a Board member is the traveler, any required authorization will come from the Board acting as the JPUD Governing Body.

Commissioners do not need to request pre-approval for travel within the State of Washington or to the Portland, Oregon, metropolitan area. Commissioners wishing to travel somewhere requiring pre-approval will request approval from the other Commissioners by placing the request on a board meeting agenda prior to traveling.

HR8.04. Meal Per Diem Rates

JPUD uses the rates set by the U.S. General Services Administration. To determine the rate for individual meals, the following calculations rounded to the nearest dollar apply:

Breakfast: 25% of the daily GSA amount
Lunch: 30% of the daily GSA amount
Dinner: 45% of the daily GSA amount

Travelers are required to accept per diem rather than reimbursement, unless such would be impractical or not in JPUD's best interest.

HR8.05. Meals Included in Registration Fees or as Part of Lodging

If meals are provided at an event and are included in the registration fee for that event or are provided as part of the cost of lodging, the traveler is not eligible for meal per diem for that meal. Continental meals or light refreshments do not count as a meal.

HR8.06. Lodging Rates

Travelers will be reimbursed for actual costs, as evidenced by a receipt. Travelers may also use a JPUD credit card if authorized and available. Travelers should attempt to reserve lodging at the lowest available rate. Lodging is not authorized when the destination is under 50 miles away absent unusual circumstances.

Final Day of JPUD Business: Payment for lodging expenses related to the night of the traveler's final day of business may be authorized under the following circumstances:

- A. When the overnight stay is more economical to JPUD (such as the increased cost of travel the final day of business being greater than an extra night's lodging and travelling the following day.)
- B. When the health or safety of the traveler is at unreasonable risk.
- C. In exceptional circumstances.

If a family member or guest accompanies the traveler, the traveler shall pay any additional costs incurred as a result of the additional guest.

HR8.07. Automobile Use

JPUD vehicles will be used for JPUD business, unless a JPUD vehicle is not available, or where use of a non-JPUD vehicle is determined to be impractical. Where use of a non-JPUD vehicle is approved, mileage reimbursement usage will be at the then-current mileage rate as published by GSA. When JPUD vehicles are unavailable, travelers will make reasonable efforts to use as few non-JPUD vehicles as possible.

Mileage reimbursement for use of a privately-owned vehicle will differ depending on the situation. The current mileage rates for private vehicles when a PUD vehicle is available, when a PUD vehicle is not available and personal motorcycles will be shown on the PUD reimbursement form.

Board members are not required to try to use a JPUD vehicle and may receive mileage reimbursement at the “no JPUD vehicle” rate when using their personal vehicle.

Employees are encouraged to discuss the pros and cons of using a JPUD vehicle with their supervisor when getting pre-approval for the travel.

Tolls, parking fees and other associated costs related to vehicle use are eligible for reimbursement. Actual fuel costs are paid only for rental cars.

HR8.08. Reimbursement Procedure

A travel expense reimbursement form must be completed that includes a detailed explanation of the items purchased and itemization of the amounts where appropriate, along with a description that clearly evidences the business purpose of the expense. No receipts are required for per diem meals. JPUD will not reimburse for:

- A. Travel or meals paid by any other organization.
- B. Alcoholic beverages.
- C. Valet services unless no other reasonable option existed.
- D. Expenses incurred by anyone other than the employee or Board member.
- E. Fees for sightseeing tours or other activities with no direct relationship to District business, and entertainment expenses.
- F. Mileage when traveling as a passenger.

G. Any other expenditure for personal purposes.

In cases where a receipt is not practical (such as parking meters or cash only parking lots), and the expenditure is less than \$10, a written explanation from the employee or Board member will serve as a receipt.

When an employee or a Board member uses a District credit card, detailed receipts shall be retained and turned in to Accounts Payable in accordance with the District's credit card program policy and procedures. Each receipt must clearly identify the type of expense (e.g. air fare, hotel room, etc.).

An employee or Board member will use the District's expense report form for reimbursable expenses not charged on a District credit card. The form must be submitted to Accounts Payable within thirty (30) days of the earliest expense item shown on the voucher. Reimbursements less than \$25 may be requested from petty cash.

HR8.09. Extending a Trip for Personal Reasons

A business trip may be extended for personal reasons, such as a vacation, provided JPUD does not incur any additional expense. If additional expense is incurred, JPUD will reimburse only up to the expense that would have been incurred had the trip not been extended. The same expense calculation will be made if the traveler chooses to take a spouse, domestic partner, or other family member on a trip.

HR8.10. Traveler's Responsibility to Abide by Travel Policy

It is the traveler's responsibility to understand and abide by this policy at all times. Claiming a misunderstanding of this policy will not be grounds for reimbursement that would otherwise not be authorized. Travelers should clarify any reimbursement issues before they incur any expense for which they intend to seek reimbursement.

HR8.11. Modification of Policy

If at any time the General Manager determines administration of any part of this policy is not in the best interest of JPUD, he/she may modify or suspend the part in question pending consideration and final action by the Board.

HR8.12. Exceptions to Policy

The General Manager, Board President, or the Board as appropriate, is authorized to make exceptions to this policy for

health, dietary, or religious reasons or when circumstances warrant special consideration. Examples include but are not limited to: an overnight stay for the safety of the traveler, lodging at a hotel other than the cheapest available for security or practicality, or a meal per diem where the meal otherwise did not accommodate a traveler's dietary restrictions.

HR8.13. Direct Payment of Travel Expenditures

Travelers may request direct payment of lodging and airfare costs by using the established procedure for requesting a purchase order or using the JPUD credit card for payment.

Employee Handbook Acknowledgement

This is to acknowledge that I have received a copy of the Jefferson Public Utility District #1 (“District”) Employee Handbook. I understand that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook. I acknowledge that the Employee Handbook is intended to provide me with a general overview of the District’s policies and procedures. I acknowledge that nothing in this Employee Handbook is to be interpreted as a contract, express or implied, a promise of specific treatment in specific circumstances, or an inducement for employment.

I also acknowledge that my employment with the District is at will and can be terminated at any time for any reason, with or without cause or notice, by me or by the District, unless a collective bargaining agreement specifically governs the undersigned employee’s case, in which case the terms of that agreement will prevail. I also acknowledge that this policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by the Board of Commissioners that expressly revises, modifies, deletes, or supersedes the policy of at-will employment.

I also acknowledge that the District reserves the right to revise, delete, and add to the provisions of this Employee Handbook with or without prior notice.

I also acknowledge that I have received and reviewed the District’s drug and alcohol policy contained in this Handbook, including the policy as it applies to Commercial Vehicle License Holders.

Employee Signature

Employee Name Printed

Date



AGENDA REPORT

DATE: September 3, 2019
TO: **Board of Commissioners**
FROM: Kevin Streett
RE: Opt- Out Recommendation for meters

At the July 16, 2019 BOC meeting, the recommendation from the CAB from their July 8, 2019 meeting was:

SUMMARY: The majority of the Jefferson PUD Citizen Advisory Board has approved the following Opt-Out Policy language to forward to the Jefferson Board of Commissioners for consideration:

The PUD will offer a non-transmitting meter to single phase ratepayers who wish to opt out of their current RF transmitting meter. Until the PUD calculates the actual a cost, a \$5.00 monthly fee will be assessed. The actual cost will then be applied. If the ratepayer requests a subsequent meter change, charges to do so will be assessed.

Staff recommends: See the attached documents

Opt-Out Policy

1. PURPOSE

- i. To establish the PUD's Opt-Out policy.
- ii. All residential Customers have or will receive an Advanced Meter unless they elect to opt-out through the Opt-Out Policy. Customers electing to opt-out will receive a Non-RF Communicating Digital or a Non-RF Communicating Analog Meter.

2. DEFINITIONS

- a. AMI: Advanced Metering Infrastructure.
- b. Advanced Meter: A meter that includes a communicating module with the ability to collect and transmit energy consumption data.
- c. Non-RF Communicating Digital Meter: A solid state digital meter that collects hourly usage information but has no RF communications module.
- d. Non-RF Communicating Analog meter: A mechanical meter that collects hourly usage information but has no RF communications module.
- e. RF: Radio Frequency
- f. PUD: Jefferson County PUD.
- g. Customer: Any person, firm, corporation, government agency, or other legal entity who uses, has used, or has contracted for electrical service from the PUD.
- h. Property Owner: Individual or entity, jointly or severally in possession of title for land or a building in whom all or any part of legal title is vested

- i. Non-Property Owner Customer (i.e., tenant):
Customer who does not own title or have legal interest in the property receiving service.

3. POLICY

Evaluation

- a. The PUD reserves the right to evaluate and revise this Policy and Procedure, including charges and procedural changes, at any time.

Eligibility

- b. All residential Customers receiving single-phase service are eligible to opt-out of the Metering Program unless otherwise noted below.
- c. Commercial, industrial, and municipal Customers are not eligible to opt-out of the Metering Program.
- d. If a Customer is disconnected for non-pay they are not eligible to opt-out.
- e. If a Customer is found to have committed illegal or unauthorized current diversion, they are ineligible to participate in the Opt-Out Program.
- f. Customers participating in special programs, such as net metering for solar energy production, are not eligible to opt-out of the Metering Program.
- g. Non-Property Owners who wish to opt-out of the Metering Program must receive signed permission from the Property Owner and provide evidence of that permission to the PUD.
- h. Customers who opt-out will not be able to participate in potential savings strategies through the Metering Program or receive benefits, such as Customer Portal information

Opt-Out Charges

- i. An Opt-out charge of \$5 per month shall be collected to cover the associated costs to the PUD for installation, operation, read and maintenance of Non-RF Communicating Digital or Analog Meter.

4. RESPONSIBILITIES

- a. The PUD will be responsible for conducting and recording meter reads.
- b. Customers who opt-out of the Metering Program shall maintain the PUD's access to the property's meter(s) to enable manual reads by the PUD. Customer failure to maintain access may result in non-compliance actions, up to and including disconnection of service.
- c. The meter base must be on the outside of the building and accessible to the PUD to be eligible for this program.
- d. The property Owner will own the meter base (where the meter connects to the building) and is responsible for maintenance of the meter base.
- e. The PUD will own the meter (all types) and is responsible for providing and maintaining a functioning meter.
- f. The customer can select between a Non-RF digital meter or a Non-RF analog meter. The manufacturer, make, and model of the meter is the sole responsibility of the PUD

5. PROCEDURE

- a. Eligible Customers who wish to opt-out of the Metering Program shall do so by submitting a completed Opt-Out application, in accordance with this Opt-Out Policy and Procedure.

- b. Non-Property Owner Customers applying to opt-out of the Metering Program must also provide signed permission from the Property Owner along with their application.
- c. If a Property Owner and Non-Property Owner Customer disagree about whether to Opt-Out, the Property Owner's decision is final.
- d. Customers who opt-out of the existing Metering Program will not pay the first installation fee for the meter changeout.
- e. If a Customer who has previously opted out of the Metering Program moves from their current location to a new location that has an Advanced meter, the Customer will be required to submit a new opt-out request and will be subject to all applicable fees at the new premise.

6. Application completion

- a. Incomplete applications will not be processed.

7. APPENDIX

- a. Opt-out Application Form
- b. The PUD will work on additional programs to support this policy such as giving the customer the option to remove the meter from the house and move it to the property line. The PUD may wave some costs associated with set fees for this type of new construction.

Advanced Meter Opt-Out Form

Customer Information	
Name on Bill:	Phone:
Mailing Address:	Account #:
Service Address:	Meter #:

PUD staff must have unrestricted access to the meter, i.e. no meters inside enclosers, no animal concerns, etc...

By choosing to opt-out of the PUD's existing Metering program you are foregoing some benefits and services that are offered to Advanced Metering customers.

The following charge applies for this option:

- A Monthly Manual Meter Reading Fee- \$5
- There is no Meter and Installation Fee for the first exchange.

By signing below, I agree that I am a named, authorized member on the account listed above. Further I am indicating that I want to opt-out of having an Advanced Meter and agree to the Monthly Manual Reading Fee. I understand that if fees are unpaid, an Advanced Meter will be installed at my location, and all disconnect policies will apply. I have read and understand to Opt-Out Policy.

Non-Property Owners who wish to opt-out of the Metering Program must have this form signed by the legal Property Owner.

X _____
Customer Signature **Date**

X _____
Property Owner Signature **Date**

For Official Use Only:	
Date Received:	Date Meter Changed:
Manual Read Charge Added in CIS:	



AGENDA REPORT

DATE: September 3, 2019

TO: **Board of Commissioners**

FROM: Larry Dennison – CAB Chair

CC: Kevin Streett – General Manager
Russ Michel - CAB Vice Chair
Don McDaniel - PUD Management Consultant

RE: Citizen Advisory Board Low Income Recommendation

Citizen Advisory Board Recommendation to Jefferson County PUD District 1 Board of Commissioners

The Citizen Advisory Board recommends to the Board of Commissioners to increase the Senior Low Income power subsidy from the current \$20 per month to \$39.50 which now applies to the regular Low Income category.

Background:

June 12, 2019, CAB members of the low-income subcommittee Larry Dennison, Craig Durgan and Jessica Dillon met with non-voting participants Commissioner Randall and staff members Jean Hall and GM Kevin Streett to discuss a variety of low income issues including increasing the Senior Low-Income monthly power subsidy from \$20 per month to \$39.50 per month.

At this meeting Jean informed the group that JPUD income qualifications for the Senior Low-Income discounts are based upon the County Assessor senior low income program which requires one household member to be at least 62, with a combined income no greater than \$30k, regardless of the number of members in the household. The current credit JPUD gives is \$20 per month for electricity, \$10

per month discount on water, and a 30% reduction in the base fee for sewer service. The low income energy assistance program subsidy is \$39.50 and the income limit is 150% of the federal poverty level. The total income limit varies depending upon the number of members in the household; i.e. for a household of 1, the program's income limit is less than the Senior Low income program, for a household of 2, they are near parity (approx. \$30k). And for larger households, the low income energy assistance program has a greater income limit.

Group discussion regarding potential budget impacts revealed that the program is currently budgeted for approximately \$450k per year based on the \$2 base rate increase implemented in 2016. Last year the program credited a little over \$300k to customers, well under the budgeted amount.

Jean informed the group that the Senior Low income power subsidy has never seen an increase from \$20 per month; even when power rates and base fees were increased. The budgetary impact would be minimal due to the low number of people (66) on this program and it would help adjust for rate increases since the program was established.

Everyone present was in agreement. And the CAB low income subcommittee agreed to seek approval from the entire CAB to recommend to the BOC that the Senior Low Income program be granted the same subsidy amount for power as the general low income energy assistance program.

July 12, 2019 Citizen Advisory Board meeting: Due to an already lengthy meeting, the CAB low income subcommittee only touched briefly on this recommendation.

August 9, 2019 Citizen Advisory Board meeting: The entire CAB voted unanimously to recommend to the BOC, “to increase the Senior Low Income power subsidy from the current \$20 per month to \$39.50 which now applies to the regular Low Income category.”



AGENDA REPORT

DATE: September 3, 2019

TO: **Board of Commissioners**

FROM: Kevin Streett

RE: Strategic Plan questions/statements from Board of Commissioners

At the last Board meeting on August 20, 2019, the commissioners decided to bring their own questions and/or statements of what they would like to see brought forward with the Strategic Plan. The workshop for the Strategic plan is scheduled for Tuesday, September 10th with Liz Anderson and George Caan from WPUDA in a special meeting.

STRATEGIC PLAN TOPICS AND GOALS

1. Internal and External Communications and Messaging, Organizational Structure and a culture oriented in Customer Satisfaction and customer Service.
Metrics – Transparency, Outreach, Customer Comments, Employee Morale, Training Policy, Communications Plan and Policy, Employee Reviews, succession planning, employee retention, etc.
2. Emergency Preparedness, Emergency Response and Emergency Management Planning
Metrics – Interactions with other stakeholders and regional partners, training, budget allocations, systems redundancy, reliability and resiliency measures, and community outreach efforts.
3. Financial stability and Fiscal responsibility for financial horizon planning
Metrics – Maintaining a consistent TIER Rate, RUS Compliance, Rate Studies, proactive rate adjustments, avoiding further debt, determining needed reserves, increasing restricted reserves, clean and timely audits, and quarterly reporting to BOC.
4. Utility Rates and the Management of PUD Resources
Metrics – Fiber Expansion / Broadband plan, water tier adjustments, four-year capital improvement work plan, six-year water plan, BPA contract specifics, pending or potential water right acquisitions, PUD public sewer involvement, viability of community solar, renewable energy options, smart or micro grids, etc. (alternative energy options).

Dan Toepper

Jeff Randall's Vision Statement:

Jefferson PUD is seen as an agency that has long term vision and effectively involves the public in creating that vision. The PUD should be a key partner of other government agencies in Jefferson County (City of Port Townsend, Jefferson County, Port of Port Townsend, OLYCAP, etc) in identifying and solving problems related to infrastructure (broadband, water, sewer, and electricity). To the extent that these issues are holding back Jefferson County's future, Jefferson PUD should provide leadership and bring resources to the table to solve these problems. The Board of Commissioners works well together and supports the GM and staff to effectively carry out the Board's policies and vision.

We will know if we are successful if we:

- **Provide reliable services that provide good value to the public**
- **The frequency and duration of power outages continue to decline**
- **We develop a broadband strategy for the county and move forward with a multi-year implementation plan, leveraging available federal and state funding**
- **We continue to maintain strong RUS TIER ratios and have clean audits**
- **We develop a local renewable energy program (community solar, local power, etc)**
- **We support the use of electric vehicles as a way to reduce local carbon emissions (fossil fuels associated with transportation are Jefferson County's biggest climate change impact) and we partner with other local agencies to prepare our County for climate change impacts (adaptation)**
- **Staff morale is high and we have an effective recruiting strategy for filling open positions**
- **Jefferson PUD is seen by local citizens as a great place to work and we actively work with local schools to promote careers in the utility industry**
- **The citizens of Jefferson County take pride in their local utility and would never want to go back to Puget Sound Energy**

Commissioner Vision for Long-term Strategic Planning

A. JPUD has measurably increased electrical system resiliency

- 1) JPUD has replaced the majority of old meters with bi-directional meters to facilitate:
 - i. Saving the cost of meter reading across the system
 - ii. Identifying problems at the residential level as soon as they occur
 - iii. Saving the cost of sending a technician out to turn on/turn off a meter
 - iv. Enable time-of-use billing
 - v. Allow demand response operations to deal with peak loads
- 2) JPUD has shortened its tree-trimming cycle resulting in fewer outages across the county
- 3) JPUD has explored the implementation of micro-grids to ensure the continued delivery of essential services during emergency conditions
- 4) JPUD continues to promote energy conservation through effective weatherization programs, conversion to heat pump and hybrid water heaters, and a customer-funded program to incentivize replacement of fossil fuel combustion with efficient electrical heating systems

B. JPUD has measurably improved its service to water customers

- 1) JPUD has modernized various systems under its control to ensure continued delivery of clean water
- 2) JPUD has replaced failing water pipes at various locations to reduce water loss
- 3) JPUD has implemented a multi-pronged campaign to reduce overconsumption of water and provided a range of incentives for water conservation
- 4) JPUD has aggressively taken advantage of grant opportunities to improve its system and experiment with various efficiencies related to metering

C. JPUD has expanded access to high speed broadband across the county

- 1) JPUD has closely tracked funding opportunities and taken advantage of a variety of grant and grant/loan programs
- 2) JPUD has extended fiber optic cable to various customer enclaves that were unserved or underserved to improve system capacity, provide a middle-mile fiber backbone and encourage mid-sized ISPs to come into the county to do business
- 3) JPUD has partnered with local and regional ISPs to provide last mile service using the most appropriate community funding model to make residential access affordable

D. JPUD has inculcated a safety culture among all of its employees

- 1) JPUD has employed a multi-faceted communications strategy to drive home the prominence of safety among its Core Values
- 2) JPUD has documented regular safety trainings for employees at various levels of the organization
- 3) JPUD is recognized for its efforts to promote safety

E. JPUD has improved its financial management processes and position

- 1) JPUD continues to have clean audits
- 2) JPUD continues to maintain and improve its various TIER metrics

Commissioner Vision for Long-term Strategic Planning

- 3) JPUD has set aside reserves to allow for 120-day funding
- 4) JPUD has funded capital improvements without borrowing
- 5) JPUD has taken advantage of grant and loan opportunities for all of its service lines, from all branches of government

F. JPUD has become a well-functioning organization that is seen as a highly desirable place to work

- 1) JPUD has rationalized its organizational structure to provide advancement opportunities and deepen institutional knowledge
- 2) JPUD provides highly competitive salary and benefit packages to its employees
- 3) JPUD continues to attract top quality professionals to its management positions
- 4) JPUD has developed a strongly positive organizational culture that rewards team effort, but also recognizes individual initiative
- 5) JPUD has improved internal communication processes so that each employee understands his or her role in implementing the Strategic Plan

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