

Regular Meeting Agenda

Regular Meeting

Tuesday, November 5, 2024 4:00 PM

310 Four Corners Rd.

Port Townsend, WA 98368

and online via Zoom



To join online go to: <https://zoom.us/my/jeffcopud>. Follow the instructions to login. Meetings will open 10 minutes before they begin. TOLL FREE CALL IN #: 833-548-0282, Meeting ID# 4359992575#. Use *6 to mute or unmute. *9 to raise a hand to request to begin speaking.

Page

1. Call to Order

JPUD will be offering both virtual on-line meetings as well as in-person meetings, unless advance notice is provided. Online participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in, use *6 to mute and unmute and *9 to raise a hand to request to speak.

2. Roll Call

Establishment of Quorum by confirming attendance of commissioners present.

3. Agenda Review

Recommended Action: Approve a Motion to adopt agenda as presented

4. Public Comment

The public comment period allows members of the public to comment, limited to 3 minutes each, on any items not specifically listed on the Agenda or for items listed on the Consent Agenda. Prior to any public comment, members of the public must first be recognized by the President, or the designated Chair of the meeting, and are not permitted to disrupt, disturb, or otherwise impede the orderly conduct and fair progress of the Commission's meeting. After an initial warning by the President, or the designated Chair of the meeting, individuals who intentionally violate these guidelines through actual disruption of the Commission meeting will be dropped from the meeting. (15 min)











5. Manager and Staff Reports

For information only, not requiring a vote.

6. Commissioner Reports



7. Consent Agenda

All matters listed below on the Consent Agenda are considered under one motion and will be enacted by one motion. There will be no separate discussion on those items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

7.1	Prior Minutes PUD BOC Special Meeting 10-01-2024 Minutes Draft.pdf  PUD BOC Regular Meeting 10-7-2024 Minutes Draft 2.pdf 	4 - 11
7.2	Vouchers Voucher Apprvl From for BOC 11 5 24.pdf  Voucher Cert with Supporting Warrant Reg & PR 11 5 24.pdf 	12 - 53
7.3	Financial Report September 2024 Financials.pdf 	54 - 70
7.4	Calendar BOC Calendar November 5, 2024.docx 	71
7.5	Correspondence Log CL 20241031.png 	72
7.6	Low Income Shut-off Protection Resolution Utility Assistance Grants Agenda Report 11.5.24.docx  Draft Resolution Creating Utility Assistance Grant Shut off Protection v.4.docx 	73 - 77
7.7	Non-Rep Salary Table Non Rep Title and Salary Table October 2024.pdf 	78 - 82


8. Old Business





For the OLD and NEW BUSINESS section discussions: please hold public comment until each presentation is done but before the vote.

8.1	Capacity Charge Discussion	
8.2	Water Leak Policy Update Agenda Report Water Leak Adj 11.5.24.docx  Draft Water Leak Resolution v. 003 11.5.24.docx 	83 - 86

8.3 Amended RESP Resolution Discussion

9. New Business

9.1 BOC Meeting Schedule for 2025 87 - 88
[New Calendar for BOC Regular Meetings 2025.docx](#) 

9.2 ILA Port of Port Townsend 89 - 105
[AR POPT ILA 20241105.pdf](#) 
[2021-PoPT-PUD-interlocal-agreement-signed- markup.pdf](#) 
[POPT ILA DRAFT 2024- highlights.pdf](#) 
[POPT ILA DRAFT 2024- Clean.pdf](#) 

9.3 Broadband Grant Loan Contract 106 - 143
[AR PWB Broadband Loan Approval 20241030.pdf](#) 
[Resolution 2024-XXX PWB AWARD.docx](#) 
[PWB BB LOAN GRANT.pdf](#) 

10. Adjourn

Public Utility District No. 1 of Jefferson County is an Equal Opportunity Provider and Employer



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

October 1, 2024

**Board of Commissioners
Special Meeting**

Draft Minutes

Present:

Commissioner Jeff Randall President
 Commissioner Dan Toepper, Vice President
 Commissioner Kenneth Collins, Secretary
 Kevin Streett, General Manager
 Joel Paisner, General Counsel
 Will O'Donnell, Broadband and Communications Director
 Mike Bailey, Finance Director
 Don McDaniel, Special Adviser to PUD
 Jimmy Scarborough, Electrical Engineering Manager
 Cammy Brown, Recording Secretary

1. CALL TO ORDER.

Commissioner Jeff Randall called the Special Meeting of the Jefferson County Public Utility District No.1 Board of Commissioners for October 1, 2024, to order at 3:00 p.m.

2. ROLL CALL Roll call was taken and all three commissioners were present. It was determined there was a quorum. Commissioner Jeff Randall read the guidelines for virtual on-line and in-person participation.

3. AGENDA REVIEW. There were no changes to the agenda.

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

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Jefferson County PUD
 Board of Commissioners
 Special Meeting – 3:00 p.m.
 October 1, 2024
 Draft Minutes

4. **MANAGER’S REPORT.** General Manager Kevin Streett gave a report.

- Set priorities and goals.
- Look at future board meetings
- Look at Strategic Plan
- Staff working on 20 projects (should be working on 10 projects).

5. **EXECUTIVE SESSION PER RCW 42.30.110(I) to review the performance of a public employee.** Ninety minutes were requested. Executive Session convened at 3:15 p.m. Commissioner Jeff Randall came out of Executive Session at 4:49 p.m. and back into the Regular Meeting and requested additional time. Eleven minutes were required. Commissioner Jeff Randall went back into the Executive Session at 4:50 p.m. and Executive Session ended at 5:00 p.m. There was no action taken.

The Special Meeting of the Jefferson County Public Utilities No. 1 Board of Commissioners of October 1, 2024, reconvened at 5:00 p.m.

6. **ADJOURN.** Commissioner Jeff Randall declared the October 1, 2024 Special Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners adjourned at 5:01 p.m.

Minutes prepared by
Recording Secretary Cammy Brown

Approved:

_____	_____
Commissioner Kenneth Collins, Secretary	Date

Attest:

_____	_____
Commissioner Jeff Randall, President	Date

_____	_____
Commissioner Dan Toepper, Vice President	Date

Please note PUD Board of Commissioner special 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 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.

Jefferson County PUD
Board of Commissioners
Special Meeting – 3:00 p.m.
October 1, 2024
Draft Minutes



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

October 7, 2024

**Board of Commissioners
Annual Meeting
Regular Meeting
Budget Hearing**

**Draft Minutes
Present:**

Commissioner Jeff Randall, President
Commissioner Dan Toepper, Vice President
Kevin Streett, General Manager
Joel Paisner, PUD General Counsel
Mike Bailey, Finance Director/Treasurer
Jose Escalera, Joint Utility Specialist
Jimmy Scarborough, Electrical Engineering Manager
Ryan McCullough, IT Support Technician
Jennifer Dyrseth, Customer Service Manager
Annette Johnson, Executive Assistant/Records Officer
Don McDaniel, PUD Consultant
Cammy Brown, Recording Secretary

1. **CALL TO ORDER.** Commissioner Jeff Randall called the Regular Meeting, Annual Meeting and Budget Hearing (began at 5:00 p.m.) of the Jefferson County Public Utility District No. 1 Board of Commissioners for October 7, 2024, to order at 4:00 p.m.

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Jefferson County PUD
Board of Commissioners
Regular Board Meeting and
Annual Meeting – 4:00 p.m.
Budget Hearing – 5:00 p.m.
October 7, 2024
Draft Minutes

2. **ROLL CALL.** Roll call was taken and all three commissioners were present. A quorum was established. Commissioner Jeff Randall read the guidelines for virtual on-line and in-person participation.

3. **AGENDA REVIEW.** Commissioner Jeff Randall made the announcement that agenda Item No. 11 will begin at 5:00 p.m. and then there will be a short recess and then the Budget Hearing will begin at 5:00 p.m. .

MOTION: Commissioner Dan Toepper made a motion to approve the agenda as modified. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

4. **PUBLIC COMMENT.** Commissioner Jeff Randall read the guidelines for submitting public comment. Comment topics abbreviated as follows:

- **Comment:** Policy on water leaks comment.
- **Comment:** On transformers – question.
- **Comment:** Tree pruning – question.

5. **MANAGER AND STAFF REPORTS.** General Manager Kevin Streett presented the manager and staff reports.

- General Manager Kevin Streett gave a report on NoaNet billing.
- General Manager Kevin Streett responded to transformer question.

6. **COMMISSIONERS' REPORTS.**

Commissioner Dan Toepper.

9/18 to

9/20 Attended WPUDA meetings. Report.

9/20 Attended WPUDA Executive Board meeting. Report.

9/20 Attended PUD BOC Special Meeting.

9/21 Attended Quilcene Fair.

9/23 Phone meeting with General Manager Kevin Streett.

9/24 Spoke with a customer in Quilcene regarding Broadband connections.

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Jefferson County PUD

Board of Commissioners

Regular Board Meeting and

Annual Meeting – 4:00 p.m.

Budget Hearing – 5:00 p.m.

October 7, 2024

Draft Minutes

- 9/24 Attended Kitsap PUD Board meeting.
- 9/25 Attended WPUDA Water Workshop meetings. Report.
- 10/1 Attended PUD BOC Special Meeting.
- 10/2 Attended PPC Member Forum. Report.
- 10/3 Attended PPC Executive Board meeting. Report.
- 10/4 Met with General Manager Kevin Streett.
- 10/7 Attended Jefferson County Fire Chief's meeting.
- 10/9 Will attend NoaNet meeting in Olympia.
- 10/10 Will attend ICG meeting
- 10/11 Will meet with General Manager Kevin Streett.

Commissioner Kenneth Collins

- 9/20 Attended PUD BOC Special Meeting.
- 9/20 Met with General Manager Kevin Streett.
- 9/21 Attended Quilcene Fair.
- 9/27 Met with General Manager Kevin Streett.
- 10/1 Attended PUD BOC Special Meeting.
- 10/3 Attended EDC Board meeting. Report.
- 10/4 Met with General Manager Kevin Streett.
- 10/10 Will attend ICG meeting.
- 10/11 Will meet with General Manager Kevin Streett.

Commissioner Jeff Randall

- 9/18 Met with General Manager Kevin Streett.
- 9/18 to
- 9/20 Attended WPUDA meetings via Zoom. Report.
- 9/20 Attended PUD BOC Special Meeting.
- 9/21 Attended Quilcene Fair.
- 10/1 Attended PUD BOC Special Meeting.
- 10/2 and
- 10/3 Attended PPC meetings via Zoom.
- 10/9 May attend NoaNet meeting.
- 10/10 Will attend ICG meeting.

Jefferson County PUD
 Board of Commissioners
 Regular Board Meeting and
 Annual Meeting – 4:00 p.m.
 Budget Hearing – 5:00 p.m.
 October 7, 2024
 Draft Minutes

7. **CONSENT AGENDA.** Commissioner Jeff Randall struck Item No. 7.3 Financial Report in the Consent Agenda.

MOTION: Commissioner Dan Toepper made a motion to approve the Consent Agenda as modified. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

7.1 Prior Minutes
 PUD BOC Special Meeting 9-20-2024 Minutes Draft.
 PUD BOC Regular Meeting 9-17-2024 Minutes Draft.

7.2 Vouchers
 Voucher Approval Form for BOC 10-7-2024.
 Voucher Cert with Supporting Warrant Reg & PR 10-7-2024

PAYMENTS TO BE APPROVED

WARRANTS	AMOUNT	DATE
Accounts Payable: #137506 to #137561	\$ 169,252.27	09/12/2024
Accounts Payable: #137562 to #137622	\$ 523,525.39	09/19/2024
Accounts Payable #137623 to #137672	\$ 191,446.44	09/26/2024
Payroll Checks: # 71161 to # 71162	\$ 7,596.95	09/13/2024
Payroll Checks: # 71163 to # 71164	\$ 5,380.50	09/27/2024
Payroll Direct Deposit:	\$ 238,097.43	09/13/2024
Payroll Direct Deposit:	\$ 239,303.66	09/27/2024
TOTAL INVOICES PAID	\$1,374,602.64	

WIRE TRANSFERS PAID

Direct Deposit: # 73 to # 87	\$ 53,009.09	9/12-9/26/2024
ACH/Wire Transfer # 464 to # 478	\$2,791,964.86	9/16-9/30/2074
PAYMENT TOTAL	\$4,219,576.59	

VOIDED WARRANTS

132352	\$ 5,714.50
132590	\$ 50,000.00

7.3 Financial Report – removed from Consent Agenda.

7.4 Calendar
 BOC Calendar October 7, 2024.

Jefferson County PUD
 Board of Commissioners
 Regular Board Meeting and
 Annual Meeting – 4:00 p.m.
 Budget Hearing – 5:00 p.m.
 October 7, 2024
 Draft Minutes

- 7.5 Correspondence Log.
- 7.6 Energy Northwest Interlocal Agreement.
24EXE0901 Energy NW ILA.pdf

END OF CONSENT AGENDA

8. OLD BUSINESS. Tabled.

9. NEW BUSINESS.

9.1 WMP 10-02-2024. General Manager Kevin Streett gave a report. This resolution will be brought to the Board of Commissioners by the end of October. There was some discussion on the Wildfire Mitigation Plan. Submission of an approved Wildfire Mitigation Plan due to the state by October 31, 2024.

10. RECESS TO 2024 BUDGET HEARING. 4:55 p.m.

11. CALL TO ORDER BUDGET HEARING. Commissioner Jeff Randall called the Budget Hearing to order at 5:00 p.m.

11.1 Hearing Script. Commissioner Jeff Randall read the Hearing Script – Legislative script for Public Hearing into the record.

12. PRESENTATION OF 2025 BUDGET:

12.1 2025 Budget Presentation. Finance Director/Treasurer Mike Bailey gave a report and presentation. This presentation ended at 5:42 p.m.

13. PRESENTATION REGARDING UPDATE OF TAX LEVY. Finance Director/Treasurer Mike Bailey gave a report and presentation which began at 5:42 p.m. and ended at 5:43 p.m.

14. GENERAL PUBLIC TESTIMONY. Commissioner Jeff Randall gave guidelines for general public testimony. Finance Director/Treasurer Mike Bailey reported that the PUD staff had not received any correspondence from the public. There were some public comments. Public hearing testimony closed at 5:31 p.m.

15. RESOLUTION REGARDING UPDATE OF TAX LEVY.

15.1 Resolution 2024 – Tax Levy.

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Jefferson County PUD
Board of Commissioners
Regular Board Meeting and
Annual Meeting – 4:00 p.m.
Budget Hearing – 5:00 p.m.
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MOTION: Commissioner Dan Toepper made a motion that the Jefferson County Public Utility District No. 1 does not need to increase their regular levy versus the District’s prior year’s levy amount, not including increases that are exempt under RCW 84.55. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

16. RESOLUTION ADOPTING 2025 BUDGET. This resolution was tabled. More information was needed. Capital projects need to be prioritized. All three commissioners were in agreement to not approve this resolution at this meeting. Budget Hearing ended at 6:03 p.m.

17. ADJOURN REGULAR MEETING, ANNUAL MEETING AND BUDGET HEARING. Commissioner Jeff Randall declared the Regular Meeting, Annual Meeting and Budget Hearing of the Jefferson County Public Utility District No. 1 Board of Commissioners adjourned at 6:10 p.m.

Minutes prepared by Cammy Brown, Recording Secretary

Approved:

Commissioner Kenneth Collins, Secretary

Date

Attest:

Commissioner Jeff Randall, President

Date

Commissioner Dan Toepper, Vice President

Date

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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
\$3,685,858.12 on this **5th** day of **November** **2024** ;

Jeff Randall
President

Dan Toepper
Vice President

Kenneth Collins
Secretary

PAYMENTS TO BE APPROVED:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 137706 to # 137775	\$ 576,578.91	10/10/2024
Accounts Payable:	# 137776 to # 137824	\$ 506,513.26	10/17/2024
Accounts Payable:	# 137825 to # 137880	\$ 556,124.15	10/24/2024
Payroll Checks:	# 71165 to # 71166	\$ 6,250.01	10/11/2024
Payroll Checks:	# 71167 to # 71168	\$ 6,232.92	10/25/2024
Payroll Direct Deposit:		\$ 235,733.97	10/11/2024
Payroll Direct Deposit:		\$ 270,735.06	10/25/2024
TOTAL INVOICES PAID		\$2,158,168.28	

	ACH/WIRE TRANSFERS PAID	AMOUNT	DATE
Direct Deposit	# 92 to # 109	\$ 28,502.25	10/10-10/24/2024
ACH/Wire Transfer	# 480 to # 504	\$ 1,499,187.59	10/13-10/28/2024
PAYMENT TOTAL		\$3,685,858.12	

VOIDED WARRANTS

137261	\$	2,985.00
103	\$	28,145.56

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Accounts Payable Check Register

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10/09/2024 To 10/29/2024

Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137261 8/8/24	CHK	10821	FCS GROUP	RATE STUDY SRVC - 7/17/2024	2,686.50 VOID
				RATE STUDY SRVC - 7/17/2024	298.50 VOID
Total for Check/Tran - 137261:					2,985.00 VOID
137706 10/10/24	CHK	10012	ALTEC INDUSTRIES, INC	VEH# 100 - DOT/DIELECTRIC INSPECTION	1,996.22
137707 10/10/24	CHK	10481	AMAZON	WIRE CAT5 SHIELDED OUTDOOR,24AWG,BLACK	235.65
				LED LIGHT BAR TRUCK VEH#415	196.33
				SATELLITESALE SINGLE GROUND WHITE CLIP	636.00
				SC/APC SIMPLEX FO ADAPTER-100/PACK	38.17
				SHARPIE PAINT MARKER-3CT METALLIC	10.52
				STREAMLIGHT 85177 CR123A LITHIUM BATTERY	54.52
				200W CAR POWER INVERTER	109.92
				AERVOE MARKING STICK	111.98
				COMMERICAL ICE MACHINE MAKER-150LBS	481.73
Total for Check/Tran - 137707:					1,874.82
137708 10/10/24	CHK	10567	ANDERSEN MACHINE SHOP INC	MILL HOLES IN BRACKETS	-61.19
				MILL HOLES IN BRACKETS	712.19
Total for Check/Tran - 137708:					651.00
137709 10/10/24	CHK	10447	ANIXTER INC.	CLAMP,CAP,TAP,GUY,SIDEBY,FUSE,CLOVER,HH	372.84
				FUSE TYPE T FITALL 80A	584.74
				WALLPLATE WW-001170 W/ 1X MS-SC1ASP1	7,822.10
				TRUNNION CLAMP,FUSE,JHOOK,STANDOFF	221.73
Total for Check/Tran - 137709:					9,001.41
137710 10/10/24	CHK	10933	AT&T MOBILITY II LLC	CRADLEPOINT SERVICE FOR AMI - MONTHLY	1,190.68
137711 10/10/24	CHK	9998	BENNETT ENTERPRISES LLC	Credit Balance Refund	200.00
137712 10/10/24	CHK	9999	BRUCE TILLMAN	REFUND PENALTIES - LUD 14 ASSESSMENT	121.72
137713 10/10/24	CHK	10940	CALIX, INC.	SERVICE CLOUD 1YR 10/01/24-9/30/25	27,122.26
				SUBSCRIBER EXPERIENCE BUNDLE - SEP 2024	2,045.63

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Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total for Check/Tran - 137713:					29,167.89
137714 10/10/24	CHK	10394	RANDALL L CALKINS	EMPLOYEE CLOTHING ALLOWANCE 2024	175.60
137715 10/10/24	CHK	10041	CDW GOVERNMENT	BLUEBEAM RENEWAL END DATE 1YR 9/11/2025	2,746.98
				BLUEBEAM RENEWAL END DATE 1YR 9/11/2025	223.59
				BLUEBEAM RENEWAL END DATE 1YR 9/11/2025	223.59
				BARRACUDA SECURITY 1YR 11/19/24-11/18/25	4,661.95
				BARRACUDA SECURITY 1YR 11/19/24-11/18/25	379.46
				BARRACUDA SECURITY 1YR 11/19/24-11/18/25	379.46
Total for Check/Tran - 137715:					8,615.03
137716 10/10/24	CHK	10044	CENTURY LINK QCC-P	PH#360-385-5800 JUN 2024	11.28
				PH#360-385-5800 JUN 2024	0.92
				PH#360-385-5800 JUN 2024	0.92
				PH#360-385-5800 JUL 2024	11.42
				PH#360-385-5800 JUL 2024	0.93
				PH#360-385-5800 JUL 2024	0.93
				PH#360-385-5800 AUG 2024	11.42
				PH#360-385-5800 AUG 2024	0.93
				PH#360-385-5800 AUG 2024	0.93
				PH#360-385-5800 SEP 2024	11.42
				PH#360-385-5800 SEP 2024	0.93
				PH#360-385-5800 SEP 2024	0.93
Total for Check/Tran - 137716:					52.96
137717 10/10/24	CHK	10045	CENTURY LINK-S	PHONE SERVICE-MONTHLY	33.51
				PHONE SERVICE-MONTHLY	2.73
				PHONE SERVICE-MONTHLY	2.72
				PHONE SERVICE - MONTHLY	58.99
				PHONE SERVICE - MONTHLY	4.80
				PHONE SERVICE - MONTHLY	4.80
				PHONE SERVICE - MONTHLY	142.80

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Accounts Payable Check Register

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Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				PHONE SERVICE - MONTHLY	11.62
				PHONE SERVICE - MONTHLY	11.63
Total for Check/Tran - 137717:					273.60
137718	10/10/24	CHK 10046	CENTURYLINK	LOW SPD DATA & 2WIRE	53.73
				LOW SPD DATA & 2WIRE	53.73
				LOW SPD DATA & 2WIRE - MONTHLY	35.06
				LOW SPD DATA & 2WIRE - MONTHLY	3.90
Total for Check/Tran - 137718:					146.42
137719	10/10/24	CHK 10685	CINTAS CORPORATION	FIRST AID SUPPLIES - 191 OTTO ST	63.02
				FIRST AID SUPPLIES - 191 OTTO ST	7.00
				FIRST AID SUPPLIES - 193 OTTO ST	40.66
				FIRST AID SUPPLIES - 193 OTTO ST	3.31
				FIRST AID SUPPLIES - 193 OTTO ST	3.31
Total for Check/Tran - 137719:					117.30
137720	10/10/24	CHK 10051	CITY OF PORT TOWNSEND-UTILITY	KEARNEY SUBSTATION-MONTHLY	363.54
				191 OTTO ST - MONTHLY	117.82
				191 OTTO ST - MONTHLY	9.59
				191 OTTO ST - MONTHLY	9.59
				ACCT#019237-000 193 OTTO SEP 2024	78.86
				ACCT#019237-000 193 OTTO SEP 2024	6.42
				ACCT#019237-000 193 OTTO SEP 2024	6.42
Total for Check/Tran - 137720:					592.24
137721	10/10/24	CHK 10621	CRAIG LABENZ	WPMU DEV&MONTHLY HOSTING-MONTHLY	148.33
				WPMU DEV&MONTHLY HOSTING-MONTHLY	12.07
				WPMU DEV&MONTHLY HOSTING-MONTHLY	12.08
				WEBSITE MAINTENANCE MONTHLY	2,786.95
				WEBSITE MAINTENANCE MONTHLY	226.84
				BB WEBSITE MAINTENANCE MONTHLY	226.85
Total for Check/Tran - 137721:					3,413.12

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Accounts Payable Check Register

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10/09/2024 To 10/29/2024

Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137722 10/10/24	CHK	10815	DANIEL ANDERSON TRUCKING&EXCA	FLAGGING - WEST VALLEY/THORNDYKE 10/1/24	1,884.20
				ON CALL FLAGGING-OLYMPIC	3,528.95
				FLAGGING - HWY 101 & SOUTH PT 9/26-27/24	2,673.34
				FLAGGING - 130 IRONDALE RD 09/26/24	1,708.83
				ON CALL FLAGGING-OLYMPIC	2,517.51
Total for Check/Tran - 137722:					12,312.83
137723 10/10/24	CHK	10060	DELL MARKETING LP	DELL THUNDERBOLT DOCK	527.76
				MOBILE PRECISION 3591	3,551.45
Total for Check/Tran - 137723:					4,079.21
137724 10/10/24	CHK	10061	DEPT OF COMMERCE - WASHINGTON S	VDR#SWV0074555-01/CONTRACT#PB23-96104001	36,064.01
				VDR#SWV0074555-01/CONTRACT#PB23-96104001	2,100.01
Total for Check/Tran - 137724:					38,164.02
137725 10/10/24	CHK	10068	DISCOVERY BAY GROUP, LLC	CONSULTING SERVICE-MONTHLY	5,160.00
				CONSULTING SERVICE-MONTHLY	420.00
				CONSULTING SERVICE-MONTHLY	420.00
Total for Check/Tran - 137725:					6,000.00
137726 10/10/24	CHK	10070	DOUBLE D ELECTRICAL, INC	DIG UP FAULT AND BACKFILL- 6/29/24	299.50
137727 10/10/24	CHK	10898	EDC TEAM JEFFERSON	EDC SUPPORT FUNDING OCT-DEC 2024	8,858.00
				EDC SUPPORT FUNDING OCT-DEC 2024	721.00
				EDC SUPPORT FUNDING OCT-DEC 2024	721.00
Total for Check/Tran - 137727:					10,300.00
137728 10/10/24	CHK	10084	EXPRESS SERVICES, INC	HR ASSISTANT-WEEKLY	1,216.73
				HR ASSISTANT-WEEKLY	99.04
				HR ASSISTANT-WEEKLY	99.03
Total for Check/Tran - 137728:					1,414.80
137729 10/10/24	CHK	10085	FASTENAL	MISC SUPPLIES	197.92
				MISC SUPPLIES	271.47
				MISC SUPPLIES	23.29

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Accounts Payable Check Register

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10/09/2024 To 10/29/2024

Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				MISC SUPPLIES	4.42
				MISC SUPPLIES	0.36
				MISC SUPPLIES	0.36
Total for Check/Tran - 137729:					497.82
137730	10/10/24	CHK	10086	FERGUSON ENTERPRISES, INC NW	91.79
				1 1/2"CS 150#THREADED FLANGE GRFTF LF 1 1/2" SS 316 WAF CHK Valve F2424X	575.58
Total for Check/Tran - 137730:					667.37
137731	10/10/24	CHK	10942	FINLEY ENGINEERING CO, INC	2,204.50
				PROF SVC:PT BUS DIST PWB 8/1-8/31/2024	938.40
				PROF SRV: MISC ASST 08/01-08/31/2024	148,080.97
				PROF SVC: OLYMPIC CORR 8/1-8/30/2024	7,705.40
				PROF SVC: EAST DISCOB FTTP 8/1-8/31/24	9,562.40
				PROF SVC: JEFF NORTH FTTP 8/1-8/31/2024	166.50
				PROF SVC:RE CONNECT 4 FTTP 8/1-8/31/2024	166.50
Total for Check/Tran - 137731:					168,658.17
137732	10/10/24	CHK	11008	FS.COM INC	1,371.39
				CISCO COMPATIBLE SFP28 1270 TRANSCEIVER	1,371.39
				CISCO COMPATIBLE SFP28 25G MODULE	141.83
				CUSTOMIZED SIMPLEX 0S2 SINGLE MODE PATCH	141.83
Total for Check/Tran - 137732:					2,884.61
137733	10/10/24	CHK	10094	GENERAL PACIFIC, INC	3,927.60
				STRANDWISE,TAP,FLEX,CLAMP,LED,SIDE,ELBOW	4,477.47
				5/8" x 3/4" M25 BADGER WATER METER	1,867.79
				HRE-M25-G-ITRON-8-5 HR-E REGISTER	1,592.86
				POLE TOP PIN,MULE TAPE,BOLT,#2CU,750SPLI	208.38
				BOLT MACH. 5/8 X 12	589.14
				MULE TAPE-3/4" X 3000	490.95
				POLE TOP PIN	2,143.82
				NUT THIMBLE EYE 5/8	-13,910.58
				WIRE 1/0 AL URD CN PRI 15KV	-13,910.58
Total for Check/Tran - 137733:					1,387.43
137734	10/10/24	CHK	10098	GRAINGER	4,337.28
				3M DBI SALA TRIPOD W WINCH	4,337.28

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Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137735 10/10/24	CHK	9998	LARRY J HOLMAN	Credit Balance Refund	91.59
137736 10/10/24	CHK	10114	IBEW LOCAL UNION NO 77	IBEW SEP 2024 UNION DUES	4,422.81
137737 10/10/24	CHK	10839	IRBY ELECTRICAL UTILITES	FUSE TYPE T FITALL 15A SPLICE, AUTO #2-#4 (RED/ORANGE)	250.93 2,700.23
Total for Check/Tran - 137737:					2,951.16
137738 10/10/24	CHK	10518	J HARLEN COMPANY	KLEIN RACTCHET CUTTER 400MCM HK PORTER 14" RATCHET CUTTERS 795MCM	218.19 424.29
Total for Check/Tran - 137738:					642.48
137739 10/10/24	CHK	9999	JAMES HENDRICKS	OCTOBER 2024 RENT REFUND	1,335.00
137740 10/10/24	CHK	10129	JIFFY LUBE	VEH# 214 - OIL CHANGE VEH# 216 - OIL CHANGE VEH# 141 - OIL CHANGE VEH# 119 - OIL CHANGE VEH# 111 - OIL CHANGE	90.85 90.85 122.19 113.10 108.17
Total for Check/Tran - 137740:					525.16
137741 10/10/24	CHK	9998	KATHLEEN M JORDAN	Credit Balance Refund	81.04
137742 10/10/24	CHK	10348	KEMP WEST, INC	TT T&M- FIBER - W/E 09/07/2024 TT T&M- FIBER - W/E 09/14/2024	31,114.08 31,114.08
Total for Check/Tran - 137742:					62,228.16
137743 10/10/24	CHK	10953	COREY A LARSON	FUEL CHARGE REIMBURSEMENT - VEH# 418	76.87
137744 10/10/24	CHK	10134	LEMAY MOBILE SHREDDING	SHRED 310 MONTHLY SHRED 310 MONTHLY SHRED 310 MONTHLY ACCT#2185-970793 SHRED OTTO-MONTHLY ACCT#2185-970793 SHRED OTTO-MONTHLY ACCT#2185-970793 SHRED OTTO-MONTHLY	111.80 9.10 9.10 66.22 5.39 5.39
Total for Check/Tran - 137744:					207.00

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137745 10/10/24	CHK	10153	MURREY'S DISPOSAL CO., INC.	4CRNR 2YD - MONTHLY	180.94
				4CRNR 2YD - MONTHLY	14.73
				4CRNR 2YD - MONTHLY	14.72
				4CRNRS - MONTHLY	185.97
				4CRNRS - MONTHLY	14.28
				4CRNRS - MONTHLY	14.28
				4CRNR 30YD RNTL-MONTHLY	495.29
				4CRNR 30YD RNTL-MONTHLY	40.31
				4CRNR 30YD RNTL-MONTHLY	40.32
				21KENNEDY - MONTHLY	65.56
				21KENNEDY - MONTHLY	5.34
				21KENNEDY - MONTHLY	5.33
				2YD 210FOUR -MONTHLY	205.37
				191OTTO 2YD - MONTHLY	316.43
				191OTTO 2YD - MONTHLY	25.76
				191OTTO 2YD - MONTHLY	25.75
				210 4CRNR - MONTHLY	110.42
Total for Check/Tran - 137745:					1,760.80
137746 10/10/24	CHK	10648	NORTH OLYMPIC PENINSULA RESOUR	SPONSORSHIP - NOP ENERGY FUTURES	2,150.00
				SPONSORSHIP - NOP ENERGY FUTURES	175.00
				SPONSORSHIP - NOP ENERGY FUTURES	175.00
Total for Check/Tran - 137746:					2,500.00
137747 10/10/24	CHK	10520	NRECA-NATIONAL RURAL ELEC COOP	NRECA BB DUES 1YR 11/02/2024-11/01/2025	12,300.00
137748 10/10/24	CHK	10164	NW LABORERS 252 (DUES)	UNION DUES - LABORERS SEPTEMBER 2024	738.00
137749 10/10/24	CHK	10167	OFFICE DEPOT	OFFICE SUPPLIES - 310 4 CRNRS	77.12
				OFFICE SUPPLIES - 310 4 CRNRS	6.28
				OFFICE SUPPLIES - 310 4 CRNRS	6.27
				OFFICE SUPPLIES - 191 OTTO ST	25.85
Total for Check/Tran - 137749:					115.52

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137750 10/10/24	CHK	10169	OLYCAP	PWRBST/OLYCAP SEP 2024	1,034.68
137751 10/10/24	CHK	10170	OLYMPIC EQUIPMENT RENTALS	PLATE COMPACTOR RENTAL-COYLE ROAD REPAIR	49.10
137752 10/10/24	CHK	10549	PENINSULA LEGAL SECRETARIAL SER	TRANSCRIPTION SVC 9/13-10/7/2024	445.05
				TRANSCRIPTION SVC 9/13-10/7/2024	36.23
				TRANSCRIPTION SVC 9/13-10/7/2024	36.22
Total for Check/Tran - 137752:					517.50
137753 10/10/24	CHK	10181	PENINSULA PEST CONTROL	RODENT SVC MO 210 FOUR CRNRS	81.83
				CRPNTRANT SVC QRTLTY-PH SKYWATER	54.55
				QRTLTY GP SVC MATS VIEW TERRACE	60.01
				PEST SVC QRTLTY-TRITIN COVE	60.01
Total for Check/Tran - 137753:					256.40
137754 10/10/24	CHK	10188	PLATT ELECTRIC SUPPLY	PROMOTIONAL ITEM 5AH BATTERY	0.01
				GREENLEE FISH TAPE-250' WITH STAND	833.59
Total for Check/Tran - 137754:					833.60
137755 10/10/24	CHK	9999	PORT TOWNSEND HIGH SCHOOL YEAR	2024-25 PTHS YEARBOOK INTERNSHIP AD	129.00
				2024-25 PTHS YEARBOOK INTERNSHIP AD	10.50
				2024-25 PTHS YEARBOOK INTERNSHIP AD	10.50
Total for Check/Tran - 137755:					150.00
137756 10/10/24	CHK	9998	JANICE A PORTER	Credit Balance Refund	80.84
137757 10/10/24	CHK	10203	PURMS JOINT SELF INSURANCE FUND	HEALTH & WELFARE SEPTEMBER 2024	127,915.70
137758 10/10/24	CHK	10212	ROHLINGER ENTERPRISES INC	HASTINGS TELEPOLE 8# HV-208	223.19
				QUARTERLY GLOVE & BLANKET TESTING	1,348.49
				QUARTERLY GLOVE & BLANKET TESTING	51.25
				QUARTERLY GLOVE & BLANKET TESTING	20.50
				QUARTERLY GLOVE & BLANKET TESTING	10.25
Total for Check/Tran - 137758:					1,653.68
137759 10/10/24	CHK	10216	SECURITY SERVICES NW, INC.	SUBSTATION PATROL MONTHLY	6,188.01

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Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				NIGHT PAYMENT PICKUP - MONTHLY	848.00
				NIGHTLY YARD CHECK - MONTHLY	500.50
				NIGHT PAYMENT PICKUP - MONTHLY	69.02
				NIGHT PAYMENT PICKUP - MONTHLY	69.02
				ALARM MONITORING KENNEDY RD-QUARTRLY FEE	108.01
				Total for Check/Tran - 137759:	7,782.56
137760	10/10/24	CHK 10219	SHOLD EXCAVATING INC	REMOVE TRAILER & FIX PARKING AREA - 193	17,792.41
137761	10/10/24	CHK 10869	SLATE ROCK SAFETY	PUD CLOTHING	210.02
				PUD CLOTHING	75.67
				Total for Check/Tran - 137761:	285.69
137762	10/10/24	CHK 9998	BETH A SORENSEN	Credit Balance Refund	98.82
137763	10/10/24	CHK 10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				TESTING: COLIFORM/E.COLI 9/11/24 - QUIMP	30.00
				Total for Check/Tran - 137763:	480.00

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Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137764 10/10/24	CHK	10331	ST VINCENT DE PAUL	PWRBST/ST VINCENT DE PAUL SEP 2024	1,034.68
137765 10/10/24	CHK	11026	THE CAR WASH PORT TOWNSEND	FLEET SERVICE - AUG 2024	76.37
137766 10/10/24	CHK	10824	THE PORT OF PORT TOWNSEND	JANITORIAL SRV 9/5 & 9/13/2024	1,093.09
				JANITORIAL SRV 9/5 & 9/13/2024	88.97
				JANITORIAL SRV 9/5 & 9/13/2024	88.98
Total for Check/Tran - 137766:					1,271.04
137767 10/10/24	CHK	10252	ULINE	GOODWRAPPER-80 GUAGE 20"X1000' ROLLS	116.83
				FLAGGING TAPE-FLUORESCENT ORANGE 12/CASE	36.64
				FLAGGING TAPE-FLUORESCENT PINK 12/CASE	36.64
				FLAGGING TAPE-FLUORESCENT YELLOW 12/CASE	36.64
				GOODWRAPPER-80 GUAGE 20"X1000' ROLLS	116.83
Total for Check/Tran - 137767:					343.58
137768 10/10/24	CHK	10433	UNITED RENTALS (NORTH AMERICA), IVEH#423-FORKLFT VARCH RNTL 9/18-10/16/24		1,544.86
137769 10/10/24	CHK	10620	UPS	SHIPPING FEES 08/26-08/30/24	14.87
				SHIPPING FEES 08/26-08/30/24	14.87
				SHIPPING FEES 08/26-08/30/24	14.01
Total for Check/Tran - 137769:					43.75
137770 10/10/24	CHK	10255	USA BLUEBOOK	CHEM-TECHXP PERISTALTIC PUMP#69262	1,854.23
				CHEM-TECH REPLACEMENT TUBING KIT#49205	166.27
Total for Check/Tran - 137770:					2,020.50
137771 10/10/24	CHK	10256	UTILITIES UNDERGROUND LOCATION	LOCATES PUDFIB01-MONTHLY	39.07
				LOCATES JCPUD20-MONTHLY	608.17
				LOCATES JCPUD101 QTY-MONTHLY	78.76
Total for Check/Tran - 137771:					726.00
137772 10/10/24	CHK	10258	VERIZON WIRELESS, BELLEVUE	CELL PHONE SERVICE QB008/16-09/15/2024	1,067.51
				CELL PHONE SERVICE QB008/16-09/15/2024	26.09
				CELL PHONE SERVICE QB008/16-09/15/2024	151.16
				CELL PHONE SERVICE QB008/16-09/15/2024	94.60

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				CELL PHONE SERVICE QB008/16-09/15/2024	29.20
				CELL PHONE SERVICE QB008/16-09/15/2024	133.56
				CELL PHONE SERVICE QB008/16-09/15/2024	26.09
				CELL PHONE SERVICE QB008/16-09/15/2024	60.29
				CELL PHONE SERVICE QB008/16-09/15/2024	379.48
				CELL PHONE SERVICE QB008/16-09/15/2024	13.65
				CELL PHONE SERVICE QB008/16-09/15/2024	104.36
				CELL PHONE SERVICE QB008/16-09/15/2024	26.09
				CELL PHONE SERVICE QB008/16-09/15/2024	15.55
				CELL PHONE SERVICE QB008/16-09/15/2024	632.46
				CELL PHONE SERVICE QB008/16-09/15/2024	92.25
				CELL PHONE SERVICE QB008/16-09/15/2024	632.46
				CELL PHONE SERVICE QB008/16-09/15/2024	104.36
				CELL PHONE SERVICE QB008/16-09/15/2024	26.09
				CELL PHONE SERVICE QB008/16-09/15/2024	79.28
				CELL PHONE SERVICE QB008/16-09/15/2024	34.41
				CELL PHONE SERVICE QB008/16-09/15/2024	731.37
				CELL PHONE SERVICE QB008/16-09/15/2024	68.02
				CELL PHONE SERVICE QB008/16-09/15/2024	55.96
				CELL PHONE SERVICE QB008/16-09/15/2024	46.96
				CELL PHONE SERVICE QB008/16-09/15/2024	34.41
				CELL PHONE SERVICE QB008/16-09/15/2024	186.24
				CELL PHONE SERVICE QB008/16-09/15/2024	307.70
				CELL PHONE SERVICE QB008/16-09/15/2024	6.45
				CELL PHONE SERVICE QB008/16-09/15/2024	2.80
				CELL PHONE SERVICE QB008/16-09/15/2024	59.52
				CELL PHONE SERVICE QB008/16-09/15/2024	7.56
				CELL PHONE SERVICE QB008/16-09/15/2024	6.22
				CELL PHONE SERVICE QB008/16-09/15/2024	5.22
				CELL PHONE SERVICE QB008/16-09/15/2024	64.59
				CELL PHONE SERVICE QB008/16-09/15/2024	2.80

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount	
				CELL PHONE SERVICE QB008/16-09/15/2024	15.15	
				CELL PHONE SERVICE QB008/16-09/15/2024	90.19	
				CELL PHONE SERVICE QB008/16-09/15/2024	52.18	
				CELL PHONE SERVICE QB008/16-09/15/2024	2.80	
				CELL PHONE SERVICE QB008/16-09/15/2024	6.45	
				CELL PHONE SERVICE QB008/16-09/15/2024	2.80	
				CELL PHONE SERVICE QB008/16-09/15/2024	15.15	
				CELL PHONE SERVICE QB008/16-09/15/2024	59.52	
				CELL PHONE SERVICE QB008/16-09/15/2024	829.94	
				SCADA CRADLEPNT DEVICES QB-MONTHLY	835.41	
				WIFI-MONTHLY VEHICLES	257.84	
				WIFI-MONTHLY VOICE&MOBILE BROADBAND LINE	48.54	
				WIFI-MONTHLY ADMIN IT BACKUP SERV ROOM	48.26	
				WIFI-MONTHLY EXECUTIVE	96.98	
				WIFI-MONTHLY FINANCE	116.39	
				WIFI-MONTHLY FINANCIAL	48.48	
				WIFI-MONTHLY VEHICLES	57.30	
				WIFI-MONTHLY VOICE&MOBILE BROADBAND LINE	24.42	
				WIFI-MONTHLY WATER-207	24.25	
				WIFI-MONTHLY ADMIN IT BACKUP SERV ROOM	12.13	
				WIFI-MONTHLY EXECUTIVE	24.44	
				WIFI-MONTHLY FINANCE	29.09	
				WIFI-MONTHLY FINANCIAL	12.13	
Total for Check/Tran - 137772:					8,024.60	
137773	10/10/24	CHK	10647	WEST HILLS FORD MAZDA	VEH# 209 - MULTIPLE SERVICES	3,911.58
137774	10/10/24	CHK	10274	WESTBAY AUTO PARTS, INC.	BREAK AWAY KITS	7.33
137775	10/10/24	CHK	10278	WPUDA	2024 FINANCE OFFICERS MTG	64.50
					2024 FINANCE OFFICERS MTG	5.25
					2024 FINANCE OFFICERS MTG	5.25

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount	
Total for Check/Tran - 137775:					75.00	
137776	10/17/24	CHK	10012	ALTEC INDUSTRIES, INC	MILWAUKEE HIGH SPEED RATCHET# 2567-20	211.15
					MILWAUKEE DIE RETENTION ASSEMBLY KIT	147.69
Total for Check/Tran - 137776:					358.84	
137777	10/17/24	CHK	10447	ANIXTER INC.	FDSC GATOR FIBER SPLICE ENCLOSURE	1,374.34
					METER RING-LOCKING, SCREW TYPE	1,279.98
					MULTI-TAP 8-500MCM	774.55
					FUSE TRIP-O 6 AMP	383.45
					FUSE LOAD SENSING 50 AMP	481.91
Total for Check/Tran - 137777:					4,294.23	
137778	10/17/24	CHK	10937	ARROW LUMBER & HARDWARE LLC	PRESSURE TREATED 4X6X12 LUMBER	5,441.04
137779	10/17/24	CHK	10016	ASPLUNDH TREE EXPERT CO	TREE TRIMMING W/E 8/24/2024	5,466.02
					TREE TRIMMING W/E 8/31/2024	9,388.44
					TREE TRIMMING W/E 9/07/2024	7,457.76
					TREE TRIMMING W/E 9/14/2024	7,457.76
					TREE TRIMMING W/E 9/21/2024	7,407.00
Total for Check/Tran - 137779:					37,176.98	
137780	10/17/24	CHK	9999	ATS TRANS, LLC	SHUTTLE BUS RENTAL - FIBER BUILDOUT	675.00
137781	10/17/24	CHK	10339	BORDER STATES ELECTRIC	CABLE SEALS 1/16" x 12"- RED	302.21
137782	10/17/24	CHK	11075	BROWN AND BROWN OF WASHINGTON	BROKER FEE MONTHLY	1,075.00
					BROKER FEE MONTHLY	87.50
					BROKER FEE MONTHLY	87.50
Total for Check/Tran - 137782:					1,250.00	
137783	10/17/24	CHK	10685	CINTAS CORPORATION	FIRST AID SUPPLIES - 210 FOUR CORNERS	45.77
					FIRST AID SUPPLIES - 310 FOUR CORNERS	138.37
					FIRST AID SUPPLIES - 310 FOUR CORNERS	11.26
					FIRST AID SUPPLIES - 310 FOUR CORNERS	11.27
Total for Check/Tran - 137783:					206.67	

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
137784 10/17/24	CHK	10052	CITY OF PORT TOWNSEND	3RD QTR 2024 - 6% CITY TAX AUG 24	44,264.09
				3RD QTR 2024 - 6% CITY TAX JUL 24	48,594.35
				3RD QTR 2024 - 6% CITY TAX SEP 24	44,629.09
Total for Check/Tran - 137784:					137,487.53
137785 10/17/24	CHK	11070	CUSTOM TRUCK ONE SOURCE,INC	16" STRINGING BLOCK RENTAL	102.55
137786 10/17/24	CHK	10501	D & L POLES	DIG UP & IDENTIFY WTR LINE ON 319 METERS	3,999.50
137787 10/17/24	CHK	10059	DAILY JOURNAL OF COMMERCE	LAND SURVERYING LIST AD 09/25/24	122.40
137788 10/17/24	CHK	10815	DANIEL ANDERSON TRUCKING&EXCA	FLAGGING - 4 CRNRS/E QUILCENE 10/1-10/4	2,511.08
137789 10/17/24	CHK	10084	EXPRESS SERVICES, INC	JCPHR HR ASSISTANT 9/29/24	1,216.73
				JCPHR HR ASSISTANT 9/29/24	99.04
				JCPHR HR ASSISTANT 9/29/24	99.03
				HR ASSISTANT-WEEKLY	1,201.52
				HR ASSISTANT-WEEKLY	97.80
				HR ASSISTANT-WEEKLY	97.80
Total for Check/Tran - 137789:					2,811.92
137790 10/17/24	CHK	10085	FASTENAL	MISC SUPPLIES	23.55
				MISC SUPPLIES	91.87
				MISC SUPPLIES	387.81
				MISC SUPPLIES	230.29
				MISC SUPPLIES	4.42
				MISC SUPPLIES	70.26
				MISC SUPPLIES	0.36
				MISC SUPPLIES	0.36
Total for Check/Tran - 137790:					808.92
137791 10/17/24	CHK	10942	FINLEY ENGINEERING CO, INC	PROF SRV:WSBO IN BETWEEN 8/1-8/31/2024	134,365.64
137792 10/17/24	CHK	10090	FREDERICKSON ELECTRIC, INC	REPAIR METER BASE - 342 UMATILLA	680.00

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137793 10/17/24	CHK	10811	GDS ASSOCIATES INC.	WPAG ALLOCATION MONTHLY	604.14
				WPAG ALLOCATION MONTHLY	49.17
				WPAG ALLOCATION MONTHLY	49.18
Total for Check/Tran - 137793:					702.49
137794 10/17/24	CHK	10454	GLOBAL RENTAL COMPANY INC	2023 FREIGHTLINER VEH#418 09/25-10/22/24	4,582.20
137795 10/17/24	CHK	11006	GMES LLC	JELCO 6' ARC FLASH LANYARD,WEB LOOP/SNAP	108.26
137796 10/17/24	CHK	10098	GRAINGER	RUSTOLEUM INVERTED PAINT-CAUTION BLUE	248.48
137797 10/17/24	CHK	10732	GRAYBAR ELECTRIC COMPANY INC.	WALL MOUNTS	2,470.30
137798 10/17/24	CHK	10103	H D FOWLER	4" C1235 DR18 C900 PIPE	628.42
				4" MIDDLE RING FOR 501 COUPLING ROMAC	435.88
				4" RED END RING FOR 501 COUPLING ROMAC	179.20
				4.50 - 4.81 GASKET FOR 501 COUPLING ROMA	32.86
				5/8" x 8" BOLT AND NUT FOR 501 COUPLING	210.56
				REPAIR CLAMP 4.85 x 12"	511.24
				SCC 1 1/4" x 6" REPAIR CLAMP SS	442.38
Total for Check/Tran - 137798:					2,440.54
137799 10/17/24	CHK	10113	HRA VEBA TRUST CONTRIBUTIONS	EMPR CONTR/DEDUC APR 2023	75.00
				VEBA BENEFIT SEPTEMBER 2024	4,600.00
				VEBA DEDUCTION SEPTEMBER 2024	2,800.00
Total for Check/Tran - 137799:					7,475.00
137800 10/17/24	CHK	11079	HUNTINGFORD CONSTRUCTION	INSTALLED 8 FIBER VAULTS - EAGLEMOUNT RD	5,549.43
				REPAIR FENCE/CLEAR BRUSH- 284524 HWY 101	2,419.93
Total for Check/Tran - 137800:					7,969.36
137801 10/17/24	CHK	10839	IRBY ELECTRICAL UTILITES	OXIDE INHIBITOR, 8OZ BOTTLE	84.61
137802 10/17/24	CHK	10518	J HARLEN COMPANY	ANDAX PADMOUNT TRANSFORMER SAC	1,134.21
				ANDAX POLEMOUNT TRANSFORMER BAG-20-50KVA	187.43
Total for Check/Tran - 137802:					1,321.64

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137803	10/17/24	CHK	10126	JEFFERSON COUNTY PUBLIC WORKS	UTILITY PRMT 10/15/24 241 9TH AVE	62.00
					UTILITY PRMT 10/07/24 31 WELSCH LN	62.00
					UTILITY PRMT 10/07/24 91 5TH AVE	62.00
Total for Check/Tran - 137803:					186.00	
137804	10/17/24	CHK	10129	JIFFY LUBE	VEH# 207 - OIL CHANGE	92.89
137805	10/17/24	CHK	10330	KARR TUTTLE CAMPBELL	PROF SVC: EMPLY ADVICE SVC SEP 2024	841.94
					PROF SVC: EMPLY ADVICE SVC SEP 2024	68.53
					PROF SVC: EMPLY ADVICE SVC SEP 2024	68.53
Total for Check/Tran - 137805:					979.00	
137806	10/17/24	CHK	10348	KEMP WEST, INC	TT T&M- FIBER - W/E 09/28/2024	3,889.26
137807	10/17/24	CHK	10134	LEMAY MOBILE SHREDDING	SHRED193 OTTO AUG 24	73.10
					SHRED193 OTTO AUG 24	5.95
					SHRED193 OTTO AUG 24	5.95
Total for Check/Tran - 137807:					85.00	
137808	10/17/24	CHK	10136	LES SCHWAB TIRES	VEH# 111 - BATTERY	237.39
137809	10/17/24	CHK	10153	MURREY'S DISPOSAL CO., INC.	191 OTTO 2YD-MONTHLY	133.54
					191 OTTO 2YD-MONTHLY	10.87
					191 OTTO 2YD-MONTHLY	10.87
					274 OTTO ST A&B 2YD 9/17-9/30	102.69
					274 OTTO ST A&B 2YR OCC 9/20-9/30	55.21
Total for Check/Tran - 137809:					313.18	
137810	10/17/24	CHK	11113	NATIONAL METERING & TECHNICAL S	C/O#1-UPDATE FIRMWARE ON 3600-2S METERS	19,674.90
					RESIDENTAL METER INSTALLS	58,912.27
Total for Check/Tran - 137810:					78,587.17	
137811	10/17/24	CHK	11047	NAVIGATE360,LLC	ALICE SAFETY TRAINING EXP SEP 2026	2,528.98
					ALICE SAFETY TRAINING EXP SEP 2026	205.85
					ALICE SAFETY TRAINING EXP SEP 2026	205.84
Total for Check/Tran - 137811:					2,940.67	

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137812 10/17/24	CHK	10167	OFFICE DEPOT	OFFICE SUPPLIES - 310 4 CRNRS & 193 OTTO	146.07
				OFFICE SUPPLIES - 310 4 CRNRS & 193 OTTO	11.89
				OFFICE SUPPLIES - 310 4 CRNRS & 193 OTTO	11.89
Total for Check/Tran - 137812:					169.85
137813 10/17/24	CHK	10386	PACIFIC GROUNDWATER GROUP, INC	QUILCENE RANGER STATION WELL PROJECT	2,090.50
137814 10/17/24	CHK	10175	PACIFIC UNDERWRITERS CORP	LIFE - NOV 2024	985.50
				LIFE - OCT 2024	-6.50
				LTD - NOV 2024	3,071.35
				LTD - OCT 2024	-51.00
				LTD - SEP 2024	-83.79
Total for Check/Tran - 137814:					3,915.56
137815 10/17/24	CHK	10187	PITNEY BOWES-RESERVE ACCT	PRE-PAID POSTAGE	344.00
				PRE-PAID POSTAGE	28.00
				PRE-PAID POSTAGE	28.00
Total for Check/Tran - 137815:					400.00
137816 10/17/24	CHK	10188	PLATT ELECTRIC SUPPLY	KLEIN 670-6 OFFSET SCREWDRIVER	23.98
				KLEIN D203-8 LONG NOSE SIDECUTTING PLIER	32.70
				KLEIN RT210 GFCI RECEPTACLE TESTER	12.73
				MILWAUKEE BELLHANGER BIT 3/8X18 48137237	24.49
				MILWAUKEE TAPE MEASURE 48220316	41.66
				Mil 3697-22 2-TOOL HAMMER DRL 2047011	435.31
				MIL-48-59-1200 STARTER KIT 1220690	-422.16
				MILWAUKEE HD12.0 BATTERY W RAPID CHARGER	326.21
Total for Check/Tran - 137816:					474.92
137817 10/17/24	CHK	10708	RCE TRAFFIC CONTROL, INC	FLAGGING - TREE TRIMMING 09/16-09/19/24	-655.79
				FLAGGING - TREE TRIMMING 09/16-09/19/24	7,862.19
Total for Check/Tran - 137817:					7,206.40
137818 10/17/24	CHK	10336	JERRY L RUBERT	WELLNESS REIMBURSEMENT 2024	159.99

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137819 10/17/24	CHK	10667	SABA & ASSOCIATES	DEVICE MONITORING - SEP 2022-SEP 2023	32,700.00
137820 10/17/24	CHK	10496	WELLS FARGO VENDOR FIN SERV	4CRNRS COPYRNT MONTHLY 4CRNRS COPYRNT MONTHLY 4CRNRS COPYRNT MONTHLY	338.72 27.57 27.57
Total for Check/Tran - 137820:					393.86
137821 10/17/24	CHK	10680	WELLSPRING FAMILY SERVICES	PROFESSIONAL COACHING AUG 2024 PROFESSIONAL COACHING AUG 2024 PROFESSIONAL COACHING AUG 2024	537.50 43.75 43.75
Total for Check/Tran - 137821:					625.00
137822 10/17/24	CHK	10274	WESTBAY AUTO PARTS, INC.	SUPER GLUE FOR FLEET STOCK/VEH# 207 BULB OIL - FLEET STOCK VEH# 111 - SERPENTINE & BATTERY TERMINAL	13.57 67.98 58.26
Total for Check/Tran - 137822:					139.81
137823 10/17/24	CHK	10984	WRIGHT TREE SERVICE	TREE TRIMMING WEEK END 9/30/2023 TREE TRIMMING WEEK END 9/30/2023 TREE TRIMMING WK END 7/15/2023 TREE TRIMMING WK END 7/15/2023 TREE TRIMMING WK END 8/4/2023 TREE TRIMMING WK END 8/4/2023 TREE TRIMMING WK END 8/12/2023 TREE TRIMMING WK END 8/12/2023 TREE TRIMMING WK END 8/19/2023 TREE TRIMMING WK END 8/19/2023 TREE TRIMMING WK END 7/21/2023 TREE TRIMMING WK END 7/21/2023 TREE TRIMMING WK END 7/27/2023 TREE TRIMMING WK END 7/27/2023 TREE TRIMMING WK END 9/09/2023 TREE TRIMMING WK END 9/09/2023	573.17 382.12 547.95 365.30 596.87 397.91 596.87 397.91 308.26 205.50 596.87 397.91 446.94 297.96 335.22 223.48

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				TREE TRIMMING WK END 8/26/2023	446.94
				TREE TRIMMING WK END 8/26/2023	297.96
				TREE TRIMMING WK END 9/16/2023	593.69
				TREE TRIMMING WK END 9/16/2023	395.80
				TREE TRIMMING WK END 9/23/2023	596.87
				TREE TRIMMING WK END 9/23/2023	397.91
				TREE TRIMMING WK END 9/02/2023	596.87
				TREE TRIMMING WK END 9/02/2023	397.91
Total for Check/Tran - 137823:					10,394.19
137824	10/17/24	CHK 10858	ZOOM VIDEO COMMUNICATIONS, INC.	VID CONF SVC 9/22-10/21/24	440.52
				VID CONF SVC 9/22-10/21/24	35.86
				VID CONF SVC 9/22-10/21/24	35.85
				VIDEO CONF SVC-1 ADD USER	19.78
				VIDEO CONF SVC-1 ADD USER	1.61
				VIDEO CONF SVC-1 ADD USER	1.61
Total for Check/Tran - 137824:					535.23
137825	10/24/24	CHK 10002	A WORKSAFE SERVICE, INC	DRUG TESTS - 8/20-9/19/24	268.00
137826	10/24/24	CHK 10980	AMELL FAMILY LIMITED PARTNERSHI	FIBER STORAGE RENTAL SPACE MONTHLY	95.00
				FIBER STORAGE RENTAL SPACE MONTHLY	1,495.00
Total for Check/Tran - 137826:					1,590.00
137827	10/24/24	CHK 10447	ANIXTER INC.	EXFO PX1-S PRO OPTICAL POWER EXPERT	1,010.86
137828	10/24/24	CHK 10016	ASPLUNDH TREE EXPERT CO	TREE TRIMMING W/E 9/28/2024	1,864.44
137829	10/24/24	CHK 10339	BORDER STATES ELECTRIC	LAG SCREW 1/2 X 3	972.70
				SPLICE 350	767.93
				BOLT EYE 5/8 X 18	8,121.75
				WIRE,TAP,SPLICE,CUTOUT,CLOVER,TANK,LAG	5,346.91
				SPLICE, TENSION #2	231.57
				SPLICE, TENSION #4	225.84

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				FIBER OPTIC SPLICE ENCLOSURE 600	4,480.09
Total for Check/Tran - 137829:					20,146.79
137830	10/24/24	CHK 10940	CALIX, INC.	SUBSCRIBER EXPERIENCE BUNDLE - OCT 2024	2,045.63
				SMARTBIZWORX 10/1/24-10/31/24	409.13
Total for Check/Tran - 137830:					2,454.76
137831	10/24/24	CHK 10041	CDW GOVERNMENT	MS PROJECT RENEWAL 1YR 9/26/24-9/25/25	1,604.42
				MS PROJECT RENEWAL 1YR 9/26/24-9/25/25	130.59
				MS PROJECT RENEWAL 1YR 9/26/24-9/25/25	130.60
				NCE EXCH OL P2 A 1YR 9/29/24-9/28/25	427.85
				NCE EXCH OL P2 A 1YR 9/29/24-9/28/25	34.83
				NCE EXCH OL P2 A 1YR 9/29/24-9/28/25	34.82
Total for Check/Tran - 137831:					2,363.11
137832	10/24/24	CHK 10920	COOPERATIVE RESPONSE CENTER, INC	ANSWER SVC-MONTHLY	2,097.60
				ANSWER SVC-MONTHLY	2,150.55
				ANSWER SVC-MONTHLY	348.06
				ANSWER SVC-MONTHLY	495.32
Total for Check/Tran - 137832:					5,091.53
137833	10/24/24	CHK 10501	D & L POLES	BRUSH HOGGIING	101,200.92
137834	10/24/24	CHK 10815	DANIEL ANDERSON TRUCKING&EXCA	FLAGGING - VARIOUS LOCATIONS 10/8-11/24	4,990.23
137835	10/24/24	CHK 10551	DAY WIRELESS SYSTEMS	MOBILE RADIOS - MONTHLY	1,034.05
137836	10/24/24	CHK 10084	EXPRESS SERVICES, INC	HR ASSISTANT-WEEKLY	1,216.73
				HR ASSISTANT-WEEKLY	99.04
				HR ASSISTANT-WEEKLY	99.03
Total for Check/Tran - 137836:					1,414.80
137837	10/24/24	CHK 10085	FASTENAL	MISC SUPPLIES	446.14
				MISC SUPPLIES	10.41
				MISC SUPPLIES	36.75
				MISC SUPPLIES	0.84

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Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				MISC SUPPLIES	0.86
Total for Check/Tran - 137837:					495.00
137838	10/24/24	CHK 10821	FCS GROUP	RATE STUDY SRVC THRU 9/1-9/30/2024	4,261.50
				RATE STUDY SRVC THRU 9/1-9/30/2024	473.50
Total for Check/Tran - 137838:					4,735.00
137839	10/24/24	CHK 11078	FIRST DIGITAL COMMUNICATIONS,LLC	TELECOMMUNICATION-MONTHLY	317.27
				TELECOMMUNICATION-MONTHLY	25.82
				TELECOMMUNICATION-MONTHLY	25.83
Total for Check/Tran - 137839:					368.92
137840	10/24/24	CHK 10090	FREDERICKSON ELECTRIC, INC	METER BASE REPAIR - 376 SCHWARTZ RD	853.77
				REPAIR METER BASE - 2253 E QUILCENE RD	2,390.39
Total for Check/Tran - 137840:					3,244.16
137841	10/24/24	CHK 10094	GENERAL PACIFIC, INC	UNISTRUT CONDUIT CLAMPS 3"	1,359.39
				POLE TOP PIN	327.30
				METER BASE ADAPTER-5S	240.02
Total for Check/Tran - 137841:					1,926.71
137842	10/24/24	CHK 10454	GLOBAL RENTAL COMPANY INC	VEH# 417 - HYD FLUID REPLACEMENT	241.99
				AT40-G BUCKT TRK VEH#425 10/01-10/28/24	3,109.35
				VEH# 415-AT40G BKT RENTAL 10/02-10/29/24	2,945.70
				AA55 RNTL VEH#419 09/27-10/24/24	4,473.10
Total for Check/Tran - 137842:					10,770.14
137843	10/24/24	CHK 10732	GRAYBAR ELECTRIC COMPANY INC.	J HOOK	432.49
				J HOOKJ HOOK-4 3/4" DRIVE	747.82
Total for Check/Tran - 137843:					1,180.31
137844	10/24/24	CHK 11111	HARTNAGEL BUILDING SUPPLY,INC.	GLASS EXTENSION - 310 4 CRNS LOBBY	2,511.14
				GLASS EXTENSION - 310 4 CRNS LOBBY	204.40
				GLASS EXTENSION - 310 4 CRNS LOBBY	204.39
Total for Check/Tran - 137844:					2,919.93

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137845 10/24/24	CHK	11037	HENERY HARDWARE & BUILDING SUP	WAX BOWL GASKET	3.26
				PSI PIPE & CLAMP	39.15
				POWER-LEVEL LOPPER - 31 WELSH LN	80.71
				ELBOW - 274 OTTO ST	14.99
				HARDWOOD DOWEL - HR OFFICE	18.74
Total for Check/Tran - 137845:					156.85
137846 10/24/24	CHK	11079	HUNTINGFORD CONSTRUCTION	EXCAVATION WORK - 593 CAMP HARMONY	1,500.13
137847 10/24/24	CHK	10126	JEFFERSON COUNTY PUBLIC WORKS	UTILITY PRMT 10/18/24 SCHWARTZ RD	311.00
				UTILITY PRMT 10/18/24 PROSPECT AVE	62.00
Total for Check/Tran - 137847:					373.00
137848 10/24/24	CHK	10129	JIFFY LUBE	VEH# 207 - OIL CHANGE	108.17
137849 10/24/24	CHK	10348	KEMP WEST, INC	TT T&M- FIBER - W/E 09/21/2024	32,687.55
				TT T&M- FIBER - W/E 09/28/2024	1,944.63
Total for Check/Tran - 137849:					34,632.18
137850 10/24/24	CHK	10042	LANDIS & GYR TECHNOLOGY INC	METER READS - SEP 2024	6,571.29
137851 10/24/24	CHK	10927	MARSH MUNDORF PRATT SULLIVAN +	WPAG SEP 2024	866.63
				WPAG SEP 2024	70.54
				WPAG SEP 2024	70.54
Total for Check/Tran - 137851:					1,007.71
137852 10/24/24	CHK	10147	MILLIMAN	COMMUNICATIONS CONSULTING	1,467.38
				COMMUNICATIONS CONSULTING	119.44
				COMMUNICATIONS CONSULTING	119.43
Total for Check/Tran - 137852:					1,706.25
137853 10/24/24	CHK	10333	MOSS ADAMS LLP	PROF SVC:CONSULTING SRVC SEP 2024	880.43
				PROF SVC:CONSULTING SRVC SEP 2024	71.66
				PROF SVC:CONSULTING SRVC SEP 2024	71.66
Total for Check/Tran - 137853:					1,023.75

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137854 10/24/24	CHK	10932	NATIONAL CONSTRUCTION RENTALS,	FIBER YARD TEMP FENCING-300 FOUR CORNERS	4,940.53
137855 10/24/24	CHK	10982	NATIONAL RURAL TELECOMMUNICAT	CROWD FIBER SURVEY SERVICES SEP 2024	5.85
				CROWD FIBER SURVEY SERVICES-MONTHLY	579.15
Total for Check/Tran - 137855:					585.00
137856 10/24/24	CHK	10309	NISC	MISC SEP 2024	593.80
				MISC SEP 2024	4,883.43
				MISC SEP 2024	4,883.44
				MISC SEP 2024	48.33
				MISC SEP 2024	397.49
				MISC SEP 2024	397.49
				MISC SEP 2024	48.33
				MISC SEP 2024	397.49
				MISC SEP 2024	397.49
				RECURRING INVOICE SEP 2024	18,832.59
				RECURRING INVOICE SEP 2024	1,309.20
				PRINT SVCS INVOICE SEP 2024	12,256.96
				PRINT SVCS INVOICE SEP 2024	1,202.48
				PRINT SVCS INVOICE SEP 2024	97.88
				PRINT SVCS INVOICE SEP 2024	97.88
Total for Check/Tran - 137856:					45,844.28
137857 10/24/24	CHK	10667	NORTHWEST OPEN ACCESS NETWORK	INTERNET SUBSCRIPTION 09/1-09/30/2024	2,090.00
137858 10/24/24	CHK	10167	OFFICE DEPOT	OFFICE SUPPLIES - 310 4 CRNRS	230.16
				OFFICE SUPPLIES - 310 4 CRNRS	18.73
				OFFICE SUPPLIES - 310 4 CRNRS	18.73
				OFFICE SUPPLIES - 310 4 CRNRS	4.43
				OFFICE SUPPLIES - 310 4 CRNRS	0.36
				OFFICE SUPPLIES - 310 4 CRNRS	0.36
Total for Check/Tran - 137858:					272.77

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137859 10/24/24	CHK	10170	OLYMPIC EQUIPMENT RENTALS	EXCAVATOR RENTAL - 91 5TH AVE	254.74
				TRAILER RENTAL - PETERSON LAKE	60.01
				LINE CREW - CHAIN SAW SUPPLIES	778.78
				CHAIN SAW FUEL	217.04
Total for Check/Tran - 137859:					1,310.57
137860 10/24/24	CHK	11106	OLYMPIC SPRINGS INC	SEP 2024 DRINKING WATER SERVICE - 193	87.69
				SEP 2024 DRINKING WATER SERVICE - 193	7.14
				SEP 2024 DRINKING WATER SERVICE - 193	7.13
Total for Check/Tran - 137860:					101.96
137861 10/24/24	CHK	10183	PETRICKS LOCK & SAFE	DUPLICATE KEYS	230.15
				INSTALL PR LOCK	240.41
Total for Check/Tran - 137861:					470.56
137862 10/24/24	CHK	9998	JAMES M PHINNEY	Credit Balance Refund	74.43
137863 10/24/24	CHK	10188	PLATT ELECTRIC SUPPLY	LAG SCREW 1/4 X 1 1/2	37.96
137864 10/24/24	CHK	10193	PORT TOWNSEND LEADER	VENDOR SOLICITATION - JEFF CO SEP 2024	17.20
				VENDOR SOLICITATION - JEFF CO SEP 2024	412.80
				VENDOR SOLICITATION - JEFF CO SEP 2024	25.80
				VENDOR SOLICITATION - JEFF CO SEP 2024	1.40
				VENDOR SOLICITATION - JEFF CO SEP 2024	33.60
				VENDOR SOLICITATION - JEFF CO SEP 2024	192.50
				VENDOR SOLICITATION - JEFF CO SEP 2024	2.10
				VENDOR SOLICITATION - JEFF CO SEP 2024	1.40
				VENDOR SOLICITATION - JEFF CO SEP 2024	33.60
				VENDOR SOLICITATION - JEFF CO SEP 2024	2.10
Total for Check/Tran - 137864:					722.50
137865 10/24/24	CHK	10895	POWER&TELEPHONE SUPPLY COMPAN	COMMSCOPE WIDEBAND OPTICAL SPLITTER	679.47
137866 10/24/24	CHK	10398	LORALEI S RAE	WELLNESS PROGRAM REIMBURSEMENT 2024	272.33

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Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount	
137867	10/24/24	CHK	10210	RICOH USA, INC	193 OTTO ST(8331)&(8332) IMAGES MONTHLY	78.89
					193 OTTO ST(8331)&(8332) IMAGES MONTHLY	6.42
					193 OTTO ST(8331)&(8332) IMAGES MONTHLY	6.42
					310 4CRNRS (0626) IMAGES MONTHLY	858.94
					310 4CRNRS (0626) IMAGES MONTHLY	69.91
					310 4CRNRS (0626) IMAGES MONTHLY	69.92
					OTTO ST (3983)&(3982) IMAGES MONTHLY	75.47
					OTTO ST (3983)&(3982) IMAGES MONTHLY	6.14
					OTTO ST (3983)&(3982) IMAGES MONTHLY	6.14
					310 FOUR CRNRS (7427) IMAGES MONTHLY	6.58
					310 FOUR CRNRS (7427) IMAGES MONTHLY	0.54
					310 FOUR CRNRS (7427) IMAGES MONTHLY	0.53
					310 CSR (8200) IMAGES MONTHLY	23.15
					310 CSR (8200) IMAGES MONTHLY	1.88
					310 CSR (8200) IMAGES MONTHLY	1.89
Total for Check/Tran - 137867:					1,212.82	
137868	10/24/24	CHK	11112	SAGE GEOTECHNICAL,LLC	GEOTECHNICAL SRV-SUBSTATION THRU 9/24/24	26,100.00
137869	10/24/24	CHK	10706	SBA STRUCTURES, LLC	TOWER SITE RNTL MAYNARD HILL - MONTHLY	1,847.34
137870	10/24/24	CHK	10217	SETON CONSTRUCTION INC	FLAGGING- EAST QUILCENE FIBER 12/6-12/8	340.26
					FLAGGING-EAST QUILCENE FIBER 12/12-12/15	430.77
Total for Check/Tran - 137870:					771.03	
137871	10/24/24	CHK	10227	SOUND PUBLISHING INC	ACCT#41836610 - HOME & DESIGN 2024 AD	688.00
					ACCT#41836610 - HOME & DESIGN 2024 AD	56.00
					ACCT#41836610 - HOME & DESIGN 2024 AD	56.00
Total for Check/Tran - 137871:					800.00	
137872	10/24/24	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: COLIFORM/E.COLI 9/25/24	30.00
					TESTING: COLIFORM/E.COLI 9/25/24	30.00
					TESTING: COLIFORM/E.COLI 9/25/24	30.00
					TESTING: COLIFORM/E.COLI 9/25/24	30.00

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10/09/2024 To 10/29/2024

Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				TESTING: COLIFORM/E.COLI 9/25/24	30.00
				TESTING: COLIFORM/E.COLI 9/25/24	30.00
				TESTING: COLIFORM/E.COLI 9/25/24	30.00
				TESTING: COLIFORM/E.COLI 9/25/24	30.00
				TESTING: COLIFORM/E.COLI 9/25/24	30.00
				TESTING: NITRATE 9/25/24	35.00
				Total for Check/Tran - 137872:	305.00
137873 10/24/24	CHK	10252	ULINE	CABLE SEALS 1/16" x 12"- GREEN	91.57
137874 10/24/24	CHK	11040	VERIZON CONNECT FLEET USA LLC	ALL VEH GPS SERVICE-SEP 2024	591.66
				ALL VEH GPS SERVICE-SEP 2024	121.80
				ALL VEH GPS SERVICE-SEP 2024	17.40
				Total for Check/Tran - 137874:	730.86
137875 10/24/24	CHK	10800	VISION METERING, LLC	END SIGHT CLOUD SOFTWARE - MONTHLY	1,616.30
				ADDITIONAL 2S METERS-AMI/NATIONAL METER	271,129.87
				ADDITIONAL 2S METERS-AMI/NATIONAL METER	-22,614.87
				Total for Check/Tran - 137875:	250,131.30
137876 10/24/24	CHK	10496	WELLS FARGO VENDOR FIN SERV	4CRNRS WKRM COPYRNT-MONTHLY	244.62
				4CRNRS WKRM COPYRNT-MONTHLY	19.91
				4CRNRS WKRM COPYRNT-MONTHLY	19.91
				Total for Check/Tran - 137876:	284.44
137877 10/24/24	CHK	10680	WELLSPRING FAMILY SERVICES	EAP SVC - MONTHLY	67.54
				EAP SVC - MONTHLY	5.50
				EAP SVC - MONTHLY	5.50
				Total for Check/Tran - 137877:	78.54
137878 10/24/24	CHK	10647	WEST HILLS FORD MAZDA	TAILLIGHT ASY FOR VEH# 111	117.52
137879 10/24/24	CHK	10274	WESTBAY AUTO PARTS, INC.	BLISTER PACK CAPSULES	52.38
137880 10/24/24	CHK	10278	WPUDA	MANAGERS DINNER - OCT 2024	43.00
				MANAGERS DINNER - OCT 2024	3.50

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Bank Account: 7 - 1ST SECURITY BANK--WARRANT ACCOUNT

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				MANAGERS DINNER - OCT 2024	3.50
Total for Check/Tran - 137880:					50.00

Total Payments for Bank Account - 7 :	(175)	1,639,216.32
Total Voids for Bank Account - 7 :	(1)	2,985.00
Total for Bank Account - 7 :	(176)	1,642,201.32
Grand Total for Payments :	(175)	1,639,216.32
Grand Total for Voids :	(1)	2,985.00
Grand Total :	(176)	1,642,201.32

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10/09/2024 To 10/29/2024

Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
92	10/10/24	DD	10957	KAREN M ABBOTT	PHONE ALLOWANCE - MONTHLY	45.00
93	10/10/24	DD	10688	SEAN M BAILEY	PHONE ALLOWANCE - MONTHLY	3.15
					PHONE ALLOWANCE - MONTHLY	38.70
					PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 93:						45.00
94	10/10/24	DD	10870	BIG BLUE PRESSURE WASHING AND L	LANDSCAPING - FOUR CRNRS, OTTO ST, SUBS	599.08
					LANDSCAPING - FOUR CRNRS, OTTO ST, SUBS	48.77
					LANDSCAPING - FOUR CRNRS, OTTO ST, SUBS	396.91
					LANDSCAPING - FOUR CRNRS, OTTO ST, SUBS	48.76
					2 SUBSTATIONS: MOWING 10/1/2024	327.76
Total for Check/Tran - 94:						1,421.28
95	10/10/24	DD	10843	CCG CONSULTING	FIBER GRANTS,POLICY AND PROCEDURES	556.40
96	10/10/24	DD	10939	JAMESON J HAWN	PHONE ALLOWANCE - MONTHLY	3.15
					PHONE ALLOWANCE - MONTHLY	38.70
					PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 96:						45.00
97	10/10/24	DD	10782	3039 AMANDA D ISAAK	PHONE ALLOWANCE - MONTHLY	3.15
					PHONE ALLOWANCE - MONTHLY	38.70
					PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 97:						45.00
98	10/10/24	DD	10320	ANNETTE JOHNSON	PHONE ALLOWANCE - MONTHLY	3.15
					PHONE ALLOWANCE - MONTHLY	38.70
					PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 98:						45.00
99	10/10/24	DD	10356	KRISTOFFER M LOTT	PHONE ALLOWANCE - MONTHLY	3.15
					PHONE ALLOWANCE - MONTHLY	38.70
					PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 99:						45.00

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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
100	10/10/24	DD	10631	WILLIAM P O'DONNELL	PHONE ALLOWANCE - MONTHLY	22.50
					PHONE ALLOWANCE - MONTHLY	19.35
					PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 100:						45.00
101	10/10/24	DD	10396	JEAN M PEPPER	PHONE ALLOWANCE - MONTHLY	3.15
					PHONE ALLOWANCE - MONTHLY	38.70
					PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 101:						45.00
102	10/10/24	DD	10400	DONALD K STREETT	TRAVEL - TRANSIT/ TAXI	7.38
					TRAVEL - PARKING FEE	2.83
					TRAVEL - MEALS PER DIEM	5.18
					TRAVEL - LODGING	11.96
					TRAVEL - AIRFARE	27.78
					TRAVEL - TRANSIT/ TAXI	90.68
					TRAVEL - PARKING FEE	34.75
					TRAVEL - MEALS PER DIEM	63.64
					TRAVEL - LODGING	146.96
					TRAVEL - AIRFARE	341.34
					TRAVEL - TRANSIT/ TAXI	7.39
					TRAVEL - PARKING FEE	2.83
					TRAVEL - MEALS PER DIEM	5.18
					TRAVEL - LODGING	11.96
					TRAVEL - AIRFARE	27.79
					TRAVEL - RENTAL CAR	22.69
					TRAVEL - PARKING FEE	4.34
					TRAVEL - MILEAGE	9.19
					TRAVEL - MEALS PER DIEM	13.44
					TRAVEL - LODGING	43.54
					TRAVEL - FUEL FOR RENTAL CAR	2.55
					TRAVEL - AIRFARE	27.73

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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				TRAVEL - RENTAL CAR	278.74
				TRAVEL - PARKING FEE	53.28
				TRAVEL - MILEAGE	112.94
				TRAVEL - MEALS PER DIEM	165.12
				TRAVEL - LODGING	534.94
				TRAVEL - FUEL FOR RENTAL CAR	31.27
				TRAVEL - AIRFARE	340.72
				TRAVEL - RENTAL CAR	22.69
				TRAVEL - PARKING FEE	4.33
				TRAVEL - MILEAGE	9.19
				TRAVEL - MEALS PER DIEM	13.44
				TRAVEL - LODGING	43.55
				TRAVEL - FUEL FOR RENTAL CAR	2.54
				TRAVEL - AIRFARE	27.74
				PHONE ALLOWANCE - MONTHLY	3.15
				PHONE ALLOWANCE - MONTHLY	38.70
				PHONE ALLOWANCE - MONTHLY	3.15
Total for Check/Tran - 102:					2,596.62
103	10/14/24	DD	10615	US BANK	1,768.44 VOID
				WILL O'DONNELL	12,092.81 VOID
				MIKE BAILEY	1,315.00 VOID
				MELISSA BLAIR	1,783.29 VOID
				MELANIE R DES MARAIS	2,798.99 VOID
				KRISTOFFER LOTT	583.87 VOID
				KENNY YINGLING	413.36 VOID
				JOSH GARLOCK	1,465.94 VOID
				JEFF DODD	1,155.00 VOID
				JEAN HALL	866.58 VOID
				IT DEPARTMENT	1,464.68 VOID
				FINANCE DEPARTMENT	141.21 VOID
				EXECUTIVE DEPARTMENT	

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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				ERIC STOREY	10.50 VOID
				DAN TOEPPER	288.54 VOID
				CUSTOMER SERVICE DEPARTMENT	156.19 VOID
				ALYSON DEAN	1,841.16 VOID
Total for Check/Tran - 103:					28,145.56 VOID
104	10/17/24	DD	10451	ASCENT LAW PARTNERS LLP	
				GENERAL UTILITY (225-103) SEP 2024	801.85
				GENERAL UTILITY (225-103) SEP 2024	9,851.30
				GENERAL UTILITY (225-103) SEP 2024	801.85
				FLAT FEE BOC MEETINGS (225-104) SEP 2024	595.00
				FLAT FEE BOC MEETINGS (225-104) SEP 2024	7,310.00
				FLAT FEE BOC MEETINGS (225-104) SEP 2024	595.00
Total for Check/Tran - 104:					19,955.00
105	10/17/24	DD	10400	DONALD K STREETT	
				TRAVEL - TOLL FEE	0.39
				TRAVEL - MEALS PER DIEM	12.39
				TRAVEL - LODGING	63.75
				TRAVEL - FUEL FOR RENTAL CAR	2.47
				TRAVEL - TOLL FEE	4.73
				TRAVEL - MEALS PER DIEM	152.22
				TRAVEL - LODGING	783.16
				TRAVEL - FUEL FOR RENTAL CAR	30.34
				TRAVEL - TOLL FEE	0.38
				TRAVEL - MEALS PER DIEM	12.39
				TRAVEL - LODGING	63.74
				TRAVEL - FUEL FOR RENTAL CAR	2.47
Total for Check/Tran - 105:					1,128.43
106	10/24/24	DD	10870	BIG BLUE PRESSURE WASHING AND L	
				LANDSCAPING - FOUR CRNRS, OTTO ST, SUBS	599.08
				LANDSCAPING - FOUR CRNRS, OTTO ST, SUBS	48.76
				LANDSCAPING - FOUR CRNRS, OTTO ST, SUBS	48.77
Total for Check/Tran - 106:					696.61

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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
107	10/24/24	DD	10999	MORGAN R HIGDON	TRAVEL - MILEAGE	0.84
					TRAVEL - MILEAGE	10.37
					TRAVEL - MILEAGE	0.85
Total for Check/Tran - 107:						12.06
108	10/24/24	DD	10400	DONALD K STREETT	TRAVEL - TRANSIT/ TAXI	5.92
					TRAVEL - TOLL FEE	0.39
					TRAVEL - PARKING FEE	7.23
					TRAVEL - MEALS PER DIEM	24.15
					TRAVEL - LODGING	58.55
					TRAVEL - AIRFARE	15.83
					TRAVEL - TRANSIT/ TAXI	72.70
					TRAVEL - TOLL FEE	4.73
					TRAVEL - PARKING FEE	88.80
					TRAVEL - MEALS PER DIEM	296.70
					TRAVEL - LODGING	719.28
					TRAVEL - AIRFARE	194.52
					TRAVEL - TRANSIT/ TAXI	5.92
					TRAVEL - TOLL FEE	0.38
					TRAVEL - PARKING FEE	7.22
					TRAVEL - MEALS PER DIEM	24.15
					TRAVEL - LODGING	58.54
					TRAVEL - AIRFARE	15.84
Total for Check/Tran - 108:						1,600.85
109	10/24/24	DD	10302	ERIC THARALDSEN	DOT CDL PHYSICAL	175.00

Total Payments for Bank Account - 8 : (17) 28,502.25
Total Voids for Bank Account - 8 : (1) 28,145.56
Total for Bank Account - 8 : (18) 56,647.81

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Grand Total for Payments :	(17)	28,502.25
Grand Total for Voids :	(1)	28,145.56
Grand Total :	(18)	56,647.81

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Accounts Payable Wire Register

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10/09/2024 To 10/29/2024

Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
480 10/14/24	WIRE	10279	BPA-WIRE TRANSFER	POWER PURCHASE/COMBINED BILL MAR 2024	765,701.00
484 10/15/24	WIRE	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE PL DEFERRED COMP ER	19,585.13 8,702.02
Total for Check/Tran - 484:					28,287.15
485 10/13/24	WIRE	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE	201.69
486 10/15/24	WIRE	10281	IRS - EFTPS	EMPLOYEES' MEDICARE TAX EMPLOYER'S MEDICARE TAX EMPLOYEES' FICA TAX EMPLOYER'S FICA TAX EMPLOYEES' FEDERAL WITHHOLDING EMPLOYEES' FEDERAL WITHHOLDING TAX	5,348.13 5,181.51 18,029.70 18,029.70 18,731.87 16,370.02
Total for Check/Tran - 486:					81,690.93
488 10/14/24	WIRE	10615	US BANK	ALYSON DEAN CUSTOMER SERVICE DEPARTMENT DAN TOEPPER ERIC STOREY EXECUTIVE DEPARTMENT FINANCE DEPARTMENT IT DEPARTMENT JEAN HALL JEFF DODD JOSH GARLOCK KENNY YINGLING KRISTOFFER LOTT MELANIE R DES MARAIS MELISSA BLAIR MIKE BAILEY WILL O'DONNELL	1,841.16 156.19 288.54 10.50 141.21 1,464.68 866.58 1,155.00 1,465.94 413.36 583.87 2,798.99 1,783.29 1,315.00 12,092.81 1,768.44
Total for Check/Tran - 488:					28,145.56

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10/09/2024 To 10/29/2024

Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
489 10/16/24	WIRE	10265	DEPARTMENT OF RETIREMENT SYSTE	SEPTEMBER 2024 PERS 2	93,819.46
				SEPTEMBER 2024 PERS 3	20,675.19
Total for Check/Tran - 489:					114,494.65
492 10/24/24	WIRE	11046	DEPARTMENT OF REVENUE UCLAIMED	Escheats On 10/23/2024	54,198.52
494 10/23/24	WIRE	10936	USDA RD DCFO	TRI AREA BOND PAYMENT	35,409.52
				TRI AREA BOND PAYMENT	46,971.48
Total for Check/Tran - 494:					82,381.00
497 10/22/24	WIRE	10065	DEPT OF LABOR & INDUSTRIES	WORKERS COMP - 3RD QUARTER 2024-Electric	22,820.69
				WORKERS COMP - 3RD QUARTER 2024-Office	3,765.68
				WORKERS COMP - 3RD QUARTER 2024-Water	2,453.50
Total for Check/Tran - 497:					29,039.87
498 10/23/24	WIRE	10074	EMPLOYMENT SECURITY	SUTA - 3RD QTR 2024	4,374.60
499 10/25/24	WIRE	10235	STATE OF WASHINGTON - DEPT OF RE	SEPTEMBER 2024 B&O TAX	162,613.44
500 10/24/24	WIRE	10767	EMPLOYMENT SECURITY DEPARTMEN	PFML TAX 2024 Q3	17,080.67
501 10/23/24	WIRE	11043	EMPLOYMENT SECURITY DEPARTMEN	WA CARES FUND QTRLY 2024 Q3	11,016.76
502 10/28/24	WIRE	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE	19,682.30
				PL DEFERRED COMP ER	8,883.76
Total for Check/Tran - 502:					28,566.06
503 10/28/24	WIRE	10281	IRS - EFTPS	EMPLOYEES' MEDICARE TAX	6,066.31
				EMPLOYER'S MEDICARE TAX	5,871.04
				EMPLOYEES' FICA TAX	17,807.28
				EMPLOYER'S FICA TAX	17,807.28
				EMPLOYEES' FEDERAL WITHHOLDING	26,053.56
				EMPLOYEES' FEDERAL WITHHOLDING TAX	17,588.53
Total for Check/Tran - 503:					91,194.00
504 10/28/24	WIRE	10267	WA STATE SUPPORT REGISTRY	PL CHILD SUPPORT EE	201.69

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Bank Account: 8 - 1ST SECURITY BANK--ACH/WIRE PAYMENTS

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
Total Payments for Bank Account - 8 :					(16) 1,499,187.59
Total Voids for Bank Account - 8 :					(0) 0.00
Total for Bank Account - 8 :					(16) 1,499,187.59
Grand Total for Payments :					(16) 1,499,187.59
Grand Total for Voids :					(0) 0.00
Grand Total :					(16) 1,499,187.59

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS
PAY DATE: 10.11.2024

Empl	Position	Check #	Check Date	Amount
2003	WATER TREATMENT PLANT OPERATOR III	71165	10/11/2024	\$3,154.07
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	71166	10/11/2024	\$3,095.94
				\$6,250.01

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS
PAY DATE: 10.25.2024

Empl	Position	Check #	Check Date	Amount
2003	WATER TREATMENT PLANT OPERATOR III	71167	10/25/2024	\$2,963.15
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	71168	10/25/2024	\$3,269.77
				\$6,232.92

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL PAY DATE: 10.11.2024
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Empl	Position	Pav Date	Net Pay
3046	ACCOUNTING ASSOCIATE	10/11/2024	\$ 1,999.86
3062	ACCOUNTING ASSOCIATE	10/11/2024	\$ 2,311.20
3070	ACCOUNTING ASSOCIATE	10/11/2024	\$ 2,281.96
3039	ACCOUNTING SPECIALIST	10/11/2024	\$ 1,386.58
3052	ADMINISTRATIVE ASSISTANT	10/11/2024	\$ 2,497.38
1050	APPRENTICE LINeworker	10/11/2024	\$ 4,646.92
3034	BROADBAND & COMMUNICATIONS DIRECTOR	10/11/2024	\$ 4,161.48
1068	BROADBAND MANAGER	10/11/2024	\$ 3,133.74
4006	COMMISSIONER DIST 1	10/11/2024	\$ 2,260.56
4004	COMMISSIONER DIST 2	10/11/2024	\$ 2,356.17
4008	COMMISSIONER DIST 3	10/11/2024	\$ 2,371.38
3065	CONTRACT COMPLIANCE SPECIALIST	10/11/2024	\$ 2,737.72
3002	CUSTOMER SERVICE COORDINATOR	10/11/2024	\$ 1,680.46
3080	CUSTOMER SERVICE MANAGER	10/11/2024	\$ 3,441.26
3032	CUSTOMER SERVICE PROGRAM SPECIALIST	10/11/2024	\$ 1,688.34
3048	CUSTOMER SERVICE REP	10/11/2024	\$ 1,702.71
3056	CUSTOMER SERVICE REP	10/11/2024	\$ 1,639.14
3066	CUSTOMER SERVICE REP	10/11/2024	\$ 1,534.34
3075	CUSTOMER SERVICE REP	10/11/2024	\$ 1,619.60
3081	CUSTOMER SERVICE REP	10/11/2024	\$ 1,479.26
3060	DIGITAL COMMUNICATIONS SPECIALIST	10/11/2024	\$ 2,528.39
1027	ELECTRICAL ENGINEERING MANAGER	10/11/2024	\$ 3,599.88
1041	ELECTRICAL SUPERINTENDENT	10/11/2024	\$ 4,623.72
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	10/11/2024	\$ 2,594.93
3033	FINANCE DIRECTOR	10/11/2024	\$ 5,211.29
3029	FINANCE SERVICES MANAGER	10/11/2024	\$ 3,120.06
1056	FLEET AND FACILITIES ASSISTANT	10/11/2024	\$ 2,616.19
1046	FLEET AND FACILITIES LEAD	10/11/2024	\$ 3,370.94
1011	GENERAL MANAGER	10/11/2024	\$ 5,861.65
1042	GIS SPECIALIST	10/11/2024	\$ 2,779.73
1017	HEAD STOREKEEPER	10/11/2024	\$ 2,737.42
3063	HUMAN RESOURCES COORDINATOR	10/11/2024	\$ 287.50
3047	HUMAN RESOURCES DIRECTOR	10/11/2024	\$ 4,055.83
3008	INFORMATION TECHNOLOGY MANAGER	10/11/2024	\$ 3,884.83
3077	IT SUPPORT TECHNICIAN: BROADBAND	10/11/2024	\$ 1,924.67
3074	IT TECH SUPPORT	10/11/2024	\$ 2,124.55
2001	JOINT UTILITY SPECIALIST	10/11/2024	\$ 3,419.53
1072	LEAD BROADBAND TECHNICIAN	10/11/2024	\$ 2,755.55
1000	LINE CREW CHIEF	10/11/2024	\$ 6,979.05
1012	LINE CREW CHIEF	10/11/2024	\$ 6,070.28
1034	LINE CREW CHIEF	10/11/2024	\$ 6,114.58
1059	LINE HELPER	10/11/2024	\$ 2,764.42
1070	LINE HELPER	10/11/2024	\$ 2,657.98
1074	LINE HELPER	10/11/2024	\$ 2,145.46
1060	LINEWORKER	10/11/2024	\$ 4,301.94
1061	LINEWORKER	10/11/2024	\$ 5,916.10
1062	LINEWORKER	10/11/2024	\$ 5,759.80
1065	LINEWORKER	10/11/2024	\$ 4,703.39
1066	LINEWORKER	10/11/2024	\$ 5,015.23
1064	METER READER	10/11/2024	\$ 4,452.50
1069	METER READER	10/11/2024	\$ 2,380.29
1075	NETWORK TECHNICIAN 1	10/11/2024	\$ 1,825.03
1076	NETWORK TECHNICIAN 1	10/11/2024	\$ 2,011.17
1073	NETWORK TECHNICIAN 2	10/11/2024	\$ 2,764.96
3067	NETWORK/BROADBAND ENGINEER	10/11/2024	\$ 4,012.59
3004	RESOURCE MANAGER	10/11/2024	\$ 2,964.94
3079	SAFETY MANAGER	10/11/2024	\$ 4,075.56
1010	SCADA ENGINEER II	10/11/2024	\$ 2,806.80
1003	SCADA TECH APPRENTICE	10/11/2024	\$ 5,441.30
1055	SERVICE TECHNICIAN	10/11/2024	\$ 3,873.59
3020	SERVICES DIRECTOR	10/11/2024	\$ 3,702.64
1026	STAKING ENGINEER	10/11/2024	\$ 2,538.17
1031	STAKING ENGINEER	10/11/2024	\$ 2,713.11
1014	STOREKEEPER	10/11/2024	\$ 4,445.08
1043	STOREKEEPER	10/11/2024	\$ 2,429.83
1047	STOREKEEPER	10/11/2024	\$ 3,452.12
1063	SUBSTATION/METERING TECHNICIAN	10/11/2024	\$ 6,156.92
3003	UTILITY BILLING CLERK	10/11/2024	\$ 1,737.14
3027	UTILITY BILLING CLERK	10/11/2024	\$ 969.74
3022	UTILITY BILLING CLERK	10/11/2024	\$ 1,930.93
3000	UTILITY BILLING COORDINATOR	10/11/2024	\$ 2,517.83
1037	VEGETATION & PERMITTING SPECIALIST	10/11/2024	\$ 3,175.21
2000	WATER DISTRIBUTION MANAGER II	10/11/2024	\$ 1,897.30
2002	WATER DISTRIBUTION MANAGER II	10/11/2024	\$ 2,221.35
2005	WATER DISTRIBUTION MANAGER II	10/11/2024	\$ 2,382.92
			\$ 235,733.97

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL PAY DATE: 10.25.2024
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Empl	Position	Pav Date	Net Pay
3046	ACCOUNTING ASSOCIATE	10/25/2024	\$ 1,999.86
3062	ACCOUNTING ASSOCIATE	10/25/2024	\$ 2,042.79
3070	ACCOUNTING ASSOCIATE	10/25/2024	\$ 2,011.41
3039	ACCOUNTING SPECIALIST	10/25/2024	\$ 2,079.92
3052	ADMINISTRATIVE ASSISTANT	10/25/2024	\$ 2,497.36
1050	APPRENTICE LINeworker	10/25/2024	\$ 6,221.69
3034	BROADBAND & COMMUNICATIONS DIRECTOR	10/25/2024	\$ 4,161.49
1068	BROADBAND MANAGER	10/25/2024	\$ 3,133.72
4006	COMMISSIONER DIST 1	10/25/2024	\$ 1,126.94
4004	COMMISSIONER DIST 2	10/25/2024	\$ 1,259.02
4008	COMMISSIONER DIST 3	10/25/2024	\$ 926.94
3065	CONTRACT COMPLIANCE SPECIALIST	10/25/2024	\$ 2,737.72
3002	CUSTOMER SERVICE COORDINATOR	10/25/2024	\$ 1,680.45
3080	CUSTOMER SERVICE MANAGER	10/25/2024	\$ 3,441.25
3032	CUSTOMER SERVICE PROGRAM SPECIALIST	10/25/2024	\$ 1,688.32
3048	CUSTOMER SERVICE REP	10/25/2024	\$ 1,702.70
3056	CUSTOMER SERVICE REP	10/25/2024	\$ 430.11
3066	CUSTOMER SERVICE REP	10/25/2024	\$ 1,564.00
3075	CUSTOMER SERVICE REP	10/25/2024	\$ 1,994.14
3081	CUSTOMER SERVICE REP	10/25/2024	\$ 1,438.25
3060	DIGITAL COMMUNICATIONS SPECIALIST	10/25/2024	\$ 2,528.39
1027	ELECTRICAL ENGINEERING MANAGER	10/25/2024	\$ 3,599.88
1041	ELECTRICAL SUPERINTENDENT	10/25/2024	\$ 4,623.72
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	10/25/2024	\$ 2,594.94
3033	FINANCE DIRECTOR	10/25/2024	\$ 5,211.28
3029	FINANCE SERVICES MANAGER	10/25/2024	\$ 3,120.05
1056	FLEET AND FACILITIES ASSISTANT	10/25/2024	\$ 2,615.70
1046	FLEET AND FACILITIES LEAD	10/25/2024	\$ 4,482.53
1011	GENERAL MANAGER	10/25/2024	\$ 5,861.65
1042	GIS SPECIALIST	10/25/2024	\$ 2,779.74
1017	HEAD STOREKEEPER	10/25/2024	\$ 2,736.94
3063	HUMAN RESOURCES COORDINATOR	10/25/2024	\$ 3,071.61
3047	HUMAN RESOURCES DIRECTOR	10/25/2024	\$ 4,055.83
3008	INFORMATION TECHNOLOGY MANAGER	10/25/2024	\$ 3,884.85
3077	IT SUPPORT TECHNICIAN: BROADBAND	10/25/2024	\$ 1,924.67
3074	IT TECH SUPPORT	10/25/2024	\$ 2,124.55
2001	JOINT UTILITY SPECIALIST	10/25/2024	\$ 3,419.53
1072	LEAD BROADBAND TECHNICIAN	10/25/2024	\$ 2,656.05
1000	LINE CREW CHIEF	10/25/2024	\$ 9,412.00
1012	LINE CREW CHIEF	10/25/2024	\$ 10,938.89
1034	LINE CREW CHIEF	10/25/2024	\$ 5,089.85
1059	LINE HELPER	10/25/2024	\$ 3,047.52
1070	LINE HELPER	10/25/2024	\$ 4,218.62
1074	LINE HELPER	10/25/2024	\$ 3,079.37
1060	LINEWORKER	10/25/2024	\$ 8,767.75
1061	LINEWORKER	10/25/2024	\$ 8,611.57
1062	LINEWORKER	10/25/2024	\$ 8,576.78
1065	LINEWORKER	10/25/2024	\$ 8,910.62
1066	LINEWORKER	10/25/2024	\$ 3,693.42
1064	METER READER	10/25/2024	\$ 3,924.95
1069	METER READER	10/25/2024	\$ 2,322.51
1075	NETWORK TECHNICIAN 1	10/25/2024	\$ 1,824.53
1076	NETWORK TECHNICIAN 1	10/25/2024	\$ 2,010.66
1073	NETWORK TECHNICIAN 2	10/25/2024	\$ 2,764.47
3067	NETWORK/BROADBAND ENGINEER	10/25/2024	\$ 4,012.60
3004	RESOURCE MANAGER	10/25/2024	\$ 2,964.95
3079	SAFETY MANAGER	10/25/2024	\$ 3,637.81
1010	SCADA ENGINEER II	10/25/2024	\$ 2,806.81
1003	SCADA TECH APPRENTICE	10/25/2024	\$ 6,272.13
1055	SERVICE TECHNICIAN	10/25/2024	\$ 4,139.88
3020	SERVICES DIRECTOR	10/25/2024	\$ 3,984.98
1026	STAKING ENGINEER	10/25/2024	\$ 2,538.17
1031	STAKING ENGINEER	10/25/2024	\$ 2,713.12
1014	STOREKEEPER	10/25/2024	\$ 4,817.61
1043	STOREKEEPER	10/25/2024	\$ 3,708.64
1047	STOREKEEPER	10/25/2024	\$ 3,806.69
1063	SUBSTATION/METERING TECHNICIAN	10/25/2024	\$ 10,774.44
1077	SUBSTATION/METERING TECHNICIAN	10/25/2024	\$ 4,456.84
3003	UTILITY BILLING CLERK	10/25/2024	\$ 1,737.14
3027	UTILITY BILLING CLERK	10/25/2024	\$ 2,082.98
3022	UTILITY BILLING CLERK	10/25/2024	\$ 1,830.71
3000	UTILITY BILLING COORDINATOR	10/25/2024	\$ 1,968.72
1037	VEGETATION & PERMITTING SPECIALIST	10/25/2024	\$ 3,175.21
2000	WATER DISTRIBUTION MANAGER II	10/25/2024	\$ 1,823.91
2002	WATER DISTRIBUTION MANAGER II	10/25/2024	\$ 2,576.14
2005	WATER DISTRIBUTION MANAGER II	10/25/2024	\$ 2,282.08
			\$ 270,735.06

Electric revenues in September were approximately \$419 Thousand under budget. Year-to-date electric revenues are approximately \$3.5 Million under budget. The total cost of service for the year is approximately \$26 Thousand over budget. Year to date depreciation for electric is approximately \$6.1 Million with September depreciation expense approximately \$680 Thousand. The September year-to-date TIER is 3.71 and the DSC is 2.91.

Water revenues in September were approximately \$75 Thousand under budget. Year-to-date water revenues are approximately \$256 Thousand under budget. The total cost of service for the year is approximately \$659 Thousand under budget. Year to date depreciation for water is approximately \$783 Thousand with September depreciation expense approximately \$87 Thousand.

As a combined utility year-to-date through September revenues were approximately \$3.8 Million under budgeted revenues. Jefferson County PUD has invested \$11.6 Million in construction work in progress year to date as well as purchased approximately \$1.6 Million in materials. During September, PUD's cash reserves increased by \$1.1 Million.

**Jefferson County PUD No. 1
Financial Highlights
as of September 2024**

	Year-to-Date 2023	Year-to-Date 2024	September 2024
Operating Revenues	\$35,084,761	\$35,834,747	\$3,139,137
Total Cost of Service	\$30,382,304	\$35,831,123	\$3,777,946
Operating Margins	\$4,702,457	\$3,624	(\$638,809)
Non-Operating Margins	\$8,471,329	\$5,772,318	\$2,374,241
Total Margins	\$13,173,786	\$5,775,942	\$1,735,432
Cash in the Bank	\$16,982,399	\$14,886,471	
Change in Cash in Bank		(\$2,095,928)	

Jefferson County PUD No. 1
Electric Division
Statement of Operations
As of September 30, 2024

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	31,722,182	32,344,454	35,916,077	2,713,256
2. Power Production Expense	0	0	0	0
3. Cost of Purchased Power	8,929,405	10,832,600	12,467,006	1,043,613
4. Transmission Expense	1,033,285	71,820	90,365	4,435
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	1,744,111	2,061,216	2,580,577	238,765
7. Distribution Expense - Maintenance	2,728,445	3,266,776	3,637,666	284,479
8. Consumer Accounts Expense	1,258,135	1,940,620	1,614,071	271,122
9. Customer Service and Informational Expense	42,681	62,361	36,076	5,124
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	3,680,522	4,782,916	4,649,922	559,645
12. Total Operation & Maintenance Expense (2 thru 11)	19,416,584	23,018,309	25,075,683	2,407,183
13. Depreciation & Amortization Expense	4,479,614	6,110,286	4,452,276	680,302
14. Tax Expense - Property & Gross Receipts	0	826	0	0
15. Tax Expense - Other	1,642,201	1,929,287	1,631,625	195,189
16. Interest on Long-Term Debt	1,796,989	1,872,084	1,719,859	206,421
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	0	(24,414)	0	1,177
20. Total Cost of Electric Service (12 thru 19)	27,335,388	32,906,378	32,879,443	3,490,272
21. Patronage Capital & Operating Margins (1 minus 20)	4,386,794	(561,924)	3,036,634	(777,016)
22. Non Operating Margins - Interest	37,830	73	17,769	0
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	8,041,637	5,620,963	3,077,344	2,357,436
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	5,462	8,396	0	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	12,471,723	5,067,508	6,131,747	1,580,420

Times Interest Earned Ratio (TIER) (Year to Date)	7.94	3.71	4.57
Operating Times Interest Earned Ratio (OTIER) (Year to Date)	3.44	0.70	2.77
Debt Service Coverage Ratio (DSC) (Year to Date)	4.19	2.91	2.75
Operating Debt Service Coverage Ratio (ODSC) (Year to Date)	2.38	1.66	2.06
Rolling 12 Month TIER	4.87	1.99	

Jefferson County PUD No. 1
Electric Division
Balance Sheet
September 30, 2024

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	205,117,255	29. Memberships	0
2. Construction Work in Progress	22,130,883	30. Patronage Capital	0
3. Total Utility Plant (1+2)	227,248,138	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	86,987,931	32. Operating Margins - Current Year	(561,925)
5. Net Utility Plant (3-4)	140,260,207	33. Non-Operating Margins	5,629,432
6. Nonutility Property - Net	80,870	34. Other Margins & Equities	54,776,492
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	59,843,999
8. Invest. in Assoc. Org. - Patronage Capital	89,933	36. Long-Term Debt RUS (Net)	87,918,884
9. Invest. in Assoc. Org. - Other - General Funds	1,010	37. Long-Term Debt - Other (Net)	476,978
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	88,395,862
11. Investments in Economic Development Projects	0	39. Obligations Under Capital Leases - Non current	0
12. Other Investments	0	40. Accumulated Operating Provisions	(1,120,806)
13. Special Funds	4,695,366	41. Total Other Noncurrent Liabilities (39+40)	(1,120,806)
14. Total Other Property & Investments (6 thru 13)	4,867,179	42. Notes Payable	0
15. Cash-General Funds	8,366,923	43. Accounts Payable	2,321,111
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	88,100
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	0	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	1,512,943	48. Other Current & Accrued Liabilities	2,370,510
21. Accounts Receivable - Net Other	(8,680,460)	49. Total Current & Accrued Liabilities (42 thru 48)	4,779,721
22. Renewable Energy Credits	0	50. Deferred Credits	5,642,609
23. Materials & Supplies - Electric and Other	6,628,655	51. Total Liabilities & Other Credits (35+38+41+49+50)	157,541,385
24. Prepayments	295,261		
25. Other Current & Accrued Assets	2,667,936	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
26. Total Current & Accrued Assets (15 thru 25)	10,791,258	Balance Beginning of Year	0
27. Deferred Debits	1,622,741	Amounts Received This Year (Net)	4,901,950
28. Total Assets & Other Debits (5+14+26+27)	157,541,385	TOTAL Contributions-In-Aid-Of-Construction	4,901,950

Equity Ratio **37.99%**
 (Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio **38.90%**
 (Long Term Debt/Total Utility Plant) x 100

**Jefferson County PUD #1
Power Requirements
As of September 30, 2024**

PART C. POWER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	SEPTEMBER CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly KWH SALES AND REVENUE (d)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	18,652	18,346	
	b. KWH Sold			10,889,616
	c. Revenue			1,589,930
2. Residential Sales - Seasonal	a. No. Consumers Served	1	1	
	b. KWH Sold			0
	c. Revenue			0
3. Irrigation Sales	a. No. Consumers Served	2	1	
	b. KWH Sold			420
	c. Revenue			132
4. Comm. and Ind. 1000 KVA or Less	a. No. Consumers Served	2,210	2,461	
	b. KWH Sold			4,168,173
	c. Revenue			554,616
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served	16	19	
	b. KWH Sold			7,987,358
	c. Revenue			515,277
6. Public Street & Highway Lighting	a. No. Consumers Served	211	210	
	b. KWH Sold			22,329
	c. Revenue			16,102
7. Non Metered Device Authority	a. No. Consumers Served	8	9	
	b. KWH Sold			0
	c. Revenue			2,000
8. Sales for Resales-RUS Borrowers	a. No. Consumers Served			
	b. KWH Sold			
	c. Revenue			
9. Sales for Resales-Other	a. No. Consumers Served			
	b. KWH Sold			
	c. Revenue			
10. TOTAL No. of Consumers (lines 1a thru 9a)		21,100	21,047	
11. TOTAL KWH Sold (lines 1b thru 9b)				23,067,896
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)				2,678,057
13. Transmission Revenue				
14. Other Electric Revenue				35,199
15. KWH - Own Use				
16. TOTAL KWH Purchased				25,006,136
17. TOTAL KWH Generated				
18. Cost of Purchases and Generation				1,043,613
19. Interchange - KWH - Net				
20. Peak - Sum All KW Input (Metered)				55,071

Electric Division
Comparison 2024 Budget to 2024 Actuals Year to Date Through SEPTEMBER

	2024 Budget SEPTEMBER YTD	2024 Actuals SEPTEMBER YTD	Variance
1. Operating Revenue and Patronage Capital	35,916,077	32,344,454	(3,571,623)
2. Power Production Expense	0	0	0
3. Cost of Purchased Power	12,467,006	10,832,600	(1,634,406)
4. Transmission Expense	90,365	71,820	(18,545)
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	2,580,577	2,061,216	(519,361)
7. Distribution Expense - Maintenance	3,637,666	3,266,776	(370,890)
8. Consumer Accounts Expense	1,614,071	1,940,620	326,549
9. Customer Service and Informational Expense	36,076	62,361	26,285
10. Sales Expense	0	0	0
11. Administrative and General Expense	4,649,922	4,782,916	132,994
12. Total Operation & Maintenance Expense (2 thru 11)	25,075,683	23,018,309	(2,057,374)
13. Depreciation & Amortization Expense	4,452,276	6,110,286	1,658,010
14. Tax Expense - Property & Gross Receipts	0	826	826
15. Tax Expense - Other	1,631,625	1,929,287	297,662
16. Interest on Long-Term Debt	1,719,859	1,872,084	152,225
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	0	(24,414)	(24,414)
20. Total Cost of Electric Service (12 thru 19)	32,879,443	32,906,378	26,935
21. Patronage Capital & Operating Margins (1 minus 20)	3,036,634	(561,924)	(3,598,558)
22. Non Operating Margins - Interest	17,769	73	(17,696)
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	3,077,344	5,620,963	2,543,619
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	0	8,396	8,396
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	6,131,747	5,067,508	(1,064,239)

Electric Utility Revenues and Expenses Breakdown September 2024

	SEPTEMBER 2024	Year-to-Date SEPTEMBER
Residential Sales - Excluding Seasonal	\$1,639,209	\$21,601,477
Residential Low Income Credit - Electric	(\$49,080)	(\$381,216)
Irrigation Sales	\$132	\$1,106
Commercial & Industrial Sales-Up to 1000kVA	\$554,666	\$6,239,389
Commercial & Industrial Sales-Greater than 1000kVA	\$515,277	\$4,488,091
Street Lighting	\$16,102	\$144,735
Late Charges	\$6,183	\$88,606
Miscellaneous Service Revenues	\$5,793	\$71,486
Rent from Electric Property	\$2,000	\$18,247
Residential Broadband Sales	\$7,424	\$10,841
Residential Broadband Sales--Low Income	(\$57)	(\$57)
Commercial Broadband Sales	\$5,347	\$42,224
Broadband Contract Revenue	\$6,644	(\$2,958)
Revenue from Rent--Broadband	\$3,617	\$22,482
Miscellaneous Service Revenues--Broadband	\$0	\$0
Total Operating Revenues	\$2,713,257	\$32,344,453
Labor and Related Expenses	\$756,172	\$6,637,911
Fleet Expenses	\$73,367	\$592,695
Professional and Consulting Expenses	\$72,338	\$1,131,450
Contractors	\$68,567	\$1,003,049
Purchased Power	\$1,043,613	\$10,832,600
Depreciation	\$680,302	\$6,110,286
Taxes--Property	\$0	\$826
Taxes--Other	\$195,189	\$1,929,287
Interest on Long-Term Debt	\$206,421	\$1,872,084
All Other Operating Expenses	\$394,304	\$2,796,191
Total Cost of Service	\$3,490,273	\$32,906,379
Interest Income	\$0	\$73
Revenues from Taxes and Timber Sales	\$6,237	\$335,794
Contribution in Aid of Construction	\$2,351,410	\$4,901,950
Miscellaneous Nonoperating Income	(\$212)	\$383,219
Other Capital Credits	\$0	\$8,396
Total Non-Operating Margins	\$2,357,435	\$5,629,432
Total Margins	\$1,580,419	\$5,067,506

Jefferson County PUD No. 1
Water Division
Statement of Operations
As of September 30, 2024

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	3,362,579	3,490,293	3,746,555	425,881
2. Power Production Expense	518	0	542	0
3. Cost of Purchased Power	111,575	101,530	107,351	401
4. Transmission Expense	0	0	0	0
5. Regional Market Operations Expense	0	0	0	0
6. Distribution Expense - Operation	560,292	618,343	925,259	54,057
7. Distribution Expense - Maintenance	601,622	514,451	731,933	52,877
8. Consumer Accounts Expense	116,059	107,236	135,503	8,071
9. Customer Service and Informational Expense	0	23	0	23
10. Sales Expense	0	0	0	0
11. Administrative and General Expense	538,965	501,525	623,636	50,251
12. Total Operation & Maintenance Expense (2 thru 11)	1,929,031	1,843,108	2,524,224	165,680
13. Depreciation & Amortization Expense	751,068	783,102	746,427	87,325
14. Tax Expense - Property & Gross Receipts	0	372	0	0
15. Tax Expense - Other	199,521	163,614	181,279	20,383
16. Interest on Long-Term Debt	137,419	132,486	100,877	12,225
17. Interest Charged to Construction (Credit)	0	0	0	0
18. Interest Expense - Other	0	0	0	0
19. Other Deductions	29,876	2,061	31,220	2,061
20. Total Cost of Water Service (12 thru 19)	3,046,915	2,924,743	3,584,027	287,674
21. Patronage Capital & Operating Margins (1 minus 20)	315,664	565,550	162,528	138,207
22. Non Operating Margins - Interest	79,971	126	76,448	0
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	305,822	141,826	138,356	16,804
26. Generation & Transmission Capital Credits	0	0	0	0
27. Other Capital Credits & Patronage Dividends	607	933	0	0
28. Extraordinary Items	0	0	0	0
29. Patronage Capital or Margins (21 thru 28)	702,064	708,435	377,332	155,011

**Jefferson County PUD No. 1
Water Division
Balance Sheet
August 31, 2024**

PART B. BALANCE SHEET			
ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	32,719,575	29. Memberships	0
2. Construction Work in Progress	3,428,988	30. Patronage Capital	0
3. Total Utility Plant (1+2)	36,148,563	31. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort	15,569,626	32. Operating Margins - Current Year	565,548
5. Net Utility Plant (3-4)	20,578,937	33. Non-Operating Margins	142,885
6. Nonutility Property - Net	2,128,901	34. Other Margins & Equities	24,458,294
7. Investment in Subsidiary Companies	0	35. Total Margins & Equities (29 thru 34)	25,166,727
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)	6,413,637
10. Invest in Assoc. Org. - Other - Nongeneral Funds	0	38. Total Long-Term Debt (36 + 37)	6,413,637
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	93,120	41. Total Other Noncurrent Liabilities (39+40)	0
14. Total Other Property & Investments (6 thru 13)	2,222,021	42. Notes Payable	246,062
15. Cash-General Funds	1,310,653	43. Accounts Payable	(6,650,854)
16. Cash-Construction Funds-Trustee	0	44. Consumers Deposits	1,600
17. Special Deposits	0	45. Current Maturities Long-Term Debt	0
18. Temporary Investments	420,410	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	316,956	48. Other Current & Accrued Liabilities	51,183
21. Accounts Receivable - Net Other	97,326	49. Total Current & Accrued Liabilities (42 thru 48)	(6,352,009)
22. Renewable Energy Credits	0	50. Deferred Credits	0
23. Materials & Supplies - Electric and Other	28,395	51. Total Liabilities & Other Credits (35+38+41+49+50)	25,228,355
24. Prepayments	12,326		
25. Other Current & Accrued Assets	241,331	ESTIMATED CONTRIBUTION-IN-AID-OF-CONSTRUCTION	
26. Total Current & Accrued Assets (15 thru 25)	2,427,397	Balance Beginning of Year	0
27. Deferred Debits	0	Amounts Received This Year (Net)	94,943
28. Total Assets & Other Debits (5+14+26+27)	25,228,355	TOTAL Contributions-In-Aid-Of-Construction	94,943

Equity Ratio **99.76%**
 (Total Margins & Equities/Total Assets & Other Debits) x 100

Long-Term Debt to Total Plant Ratio **17.74%**
 (Long Term Debt/Total Utility Plant) x 100

**Jefferson County PUD #1
Water Requirements
As of September 30, 2024**

PART C. WATER REQUIREMENTS DATABASE				
CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	SEPTEMBER CONSUMERS (b)	AVERAGE CONSUMERS (c)	Monthly Gallons SALES AND REVENUE (d)
1. Unmetered Water Sales	a. No. Consumers Served	17	15	
	b. Gallons Sold			26,500
	c. Revenue			2,300
2. Metered Residential Sales -	a. No. Consumers Served	4,766	4,723	
	b. Gallons Sold			23,468,691
	c. Revenue			332,819
3. Metered Commercial Sales	a. No. Consumers Served	284	298	
	b. Gallons Sold			5,948,133
	c. Revenue			59,723
4. Residential Multi-Family	a. No. Consumers Served	47	47	
	b. Gallons Sold			228,330
	c. Revenue			4,808
5. Metered Bulk Loadings	a. No. Consumers Served	0	0	
	b. Gallons Sold			0
	c. Revenue			0
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	380	380	
	b. Gallons Sold			0
	c. Revenue			23,876
8. Sales for Resales-Other	a. No. Consumers Served			
	b. Gallons Sold			
	c. Revenue			
	a. No. Consumers Served			
	b. Gallons Sold			
	c. Revenue			
10. TOTAL No. of Consumers (lines 1a thru 9a)		5,499	5,468	
11. TOTAL Gallons Sold (lines 1b thru 9b)				29,671,654
12. TOTAL Revenue Received From Sales of Water Gallons (line 1c thru 9c)				423,526
13. Bulk Water Gallons Sold Revenue				
14. Other Water Revenue				2,355
15. Gallons - Own Use				
16. TOTAL Gallons Purchased				
17. TOTAL Gallons Produced				31,420,013
18. Cost of Purchases and Generation				401

Water Division
Comparison 2024 Budget to 2024 Actuals Year to Date Through SEPTEMBER

	2024 Budget SEPTEMBER YTD	2024 Actuals SEPTEMBER YTD	Variance
1. Operating Revenue and Patronage Capital	3,746,555	3,490,293	(256,262)
2. Power Production Expense	542	0	(542)
3. Cost of Purchased Power	107,351	101,530	(5,821)
4. Transmission Expense	0	0	0
5. Regional Market Operations Expense	0	0	0
6. Distribution Expense - Operation	925,259	618,343	(306,916)
7. Distribution Expense - Maintenance	731,933	514,451	(217,482)
8. Consumer Accounts Expense	135,503	107,236	(28,267)
9. Customer Service and Informational Expense	0	23	23
10. Sales Expense	0	0	0
11. Administrative and General Expense	623,636	501,525	(122,111)
12. Total Operation & Maintenance Expense (2 thru 11)	2,524,224	1,843,108	(681,116)
13. Depreciation & Amortization Expense	746,427	783,102	36,675
14. Tax Expense - Property & Gross Receipts	0	372	372
15. Tax Expense - Other	181,279	163,614	(17,665)
16. Interest on Long-Term Debt	100,877	132,486	31,609
17. Interest Charged to Construction (Credit)	0	0	0
18. Interest Expense - Other	0	0	0
19. Other Deductions	31,220	2,061	(29,159)
20. Total Cost of Water Service (12 thru 19)	3,584,027	2,924,743	(659,284)
21. Patronage Capital & Operating Margins (1 minus 20)	162,528	565,550	403,022
22. Non Operating Margins - Interest	76,448	126	(76,322)
23. Allowance for Funds Used During Construction	0	0	0
24. Income (Loss) from Equity Investments	0	0	0
25. Non Operating Margins - Other	138,356	141,826	3,470
26. Generation & Transmission Capital Credits	0	0	0
27. Other Capital Credits & Patronage Dividends	0	933	933
28. Extraordinary Items	0	0	0
29. Patronage Capital or Margins (21 thru 28)	377,332	708,435	331,103

Water Utility Revenues and Expenses BreakDown September 2024

	SEPTEMBER 2024	Year-to-Date SEPTEMBER
Miscellaneous Service Revenues	\$540	\$5,666
Capital Surcharge Revenue	\$31,854	\$291,198
Unmetered Water Revenue	\$2,293	\$14,592
Metered Sales - Residential	\$308,495	\$2,491,996
Metered Sales - Commercial	\$58,094	\$469,621
Residential Sales - Low Income	\$4,503	\$34,163
Residential Low Income Credit - Water	(\$3,839)	(\$32,652)
Sewer/Drain Field - Residential	\$24,032	\$216,523
Residential Low Income Credit - Sewer	(\$91)	(\$815)
Total Operating Revenues	\$425,881	\$3,490,292
Labor and Related Expenses	\$94,165	\$934,493
Fleet Expenses	\$9,712	\$104,790
Professional and Consulting Expenses	\$4,535	\$156,306
Contractors	\$11,259	\$210,653
Materials and Chemicals	\$17,323	\$145,122
Depreciation	\$87,325	\$783,102
Taxes--Property	\$0	\$372
Taxes--Other	\$20,383	\$163,614
Interest on Long-Term Debt	\$12,225	\$132,486
All Other Operating Expenses	\$30,745	\$293,806
Total Cost of Service	\$287,673	\$2,924,744
Interest Income	\$0	\$126
Revenues from Taxes and Timber Sales	\$693	\$37,310
Contribution in Aid of Construction	\$15,296	\$94,943
Miscellaneous Nonoperating Income	\$815	\$9,573
Other Capital Credits	\$0	\$933
Total Non-Operating Margins	\$16,804	\$142,885
Total Margins	\$155,012	\$708,433

**Jefferson County PUD No. 1
Cash and Cash Equivalents
September 30, 2024**

<u>G/L #</u>	<u>Account Description</u>	<u>Balance</u>
1 131.11	Operating Depository Account - Bank of America	\$8,726,893
2 131.14	2009 Bond LUD #14 - Jefferson Co. Treasurer	681,480 Restricted
2 131.15	2008 Bond LUD #15 - Jefferson Co. Treasurer	452,883 Restricted
2 131.01	Cash-Jeff Co Treasurer General Account	127,433
1 131.99	Cash Clearing Account	94,004
2 131.11	1996 Bond LUD #8 - Jefferson Co. Treasurer	35,471
2 131.10	1996 Bond LUD #6 - Jefferson Co. Treasurer	10,204
2 131.12	1999 Bond LUD #11 - Jefferson Co. Treasurer	3,032 Restricted
1 135.21	Working Funds - Petty Cash and CSR Drawers	1,250
2 135.21	Cash Held in Trust by Property Manager	150
1 131.13	Cash - 1st Security Bank ACH Account	0
1 131.16	Payroll Clearing Account - 1st Security Bank	0
1 131.12	Operating Account - Jefferson Co. Treasurer	0
1 131.17	Cash - 1st Security Bank Warrant Account	-455,225
TOTAL LINE 15. BALANCE SHEET-CASH-GENERAL FUNDS		\$9,677,575
2 136.16	Tax Revenue Fund	\$420,410
1 136.16	Tax Revenue Fund	0
4 1160.10	Tax Revenue Fund	0
1 136.17	Tax Revenue Investment Fund - Jefferson Co. Treasurer	0
2 136.14	LUD #14 Bond Investment - Jefferson Co. Treasurer	0 Restricted
2 136.15	LUD #15 Bond Investment - Jefferson Co. Treasurer	0 Restricted
1 136.10	Operating Account Related Investment - Jefferson Co. Treasurer	0
TOTAL LINE 18. BALANCE SHEET-TEMPORARY INVESTMENTS		\$420,410
1 125.10	RUS Bond Fund	\$4,601,116 Restricted
1 126.10	Capital Reserves	\$94,000 Restricted
2 126.31	Tri Area Bond Reserve Investment Fund - Jefferson Co. Treasurer	87,120 Restricted
2 126.10	Capital Reserves	6,000 Restricted
1 128.00	Other Special Funds	250 Restricted
2 126.21	Tri Area Bond Reserve Fund - Jefferson Co. Treasurer	0 Restricted
TOTAL LINE 13. BALANCE SHEET-SPECIAL FUNDS		\$4,788,486
RESTRICTED CASH BALANCE--SEPTEMBER 2024		\$5,925,881
NON-RESTRICTED CASH BALANCE--SEPTEMBER 2024		\$8,960,590
TOTAL CASH AND CASH EQUIVALENTS IN BANK--SEPTEMBER 2024		\$14,886,471
RESTRICTED CASH BALANCE--AUGUST 2024		\$5,925,881
NON-RESTRICTED CASH BALANCE--AUGUST 2024		\$7,793,467
TOTAL CASH AND CASH EQUIVALENTS IN BANK--AUGUST 2024		\$13,719,348
Change in Restricted Cash Balance		\$0
Change in Unrestricted Cash Balance		\$1,167,123
Total Change in Cash and Cash Equivalents		\$1,167,123

	2020	2021	2022	2023	2024
Operating Revenues	\$27,793,414	\$28,568,803	\$30,700,938	\$31,722,182	\$32,344,454
Total Cost of Service	\$26,908,729	\$27,819,959	\$27,822,552	\$27,335,390	\$32,906,379
Operating Margins	\$884,685	\$748,845	\$2,878,386	\$4,386,792	(\$561,925)
Non-Operating Margins	\$1,575,143	\$1,562,671	\$1,486,080	\$8,084,930	\$5,629,432
Total Margins	\$2,459,828	\$2,311,515	\$4,364,466	\$12,471,722	\$5,067,507

	2020	2021	2022	2023	2024
Operating Revenues	\$1,983,384	\$2,292,528	\$2,752,476	\$3,362,579	\$3,490,293
Total Cost of Service	\$2,432,045	\$2,686,830	\$2,736,874	\$3,046,914	\$2,924,744
Operating Margins	(\$448,660)	(\$394,302)	\$15,602	\$315,665	\$565,549
Non-Operating Margins	\$287,398	\$639,996	\$378,622	\$386,399	\$142,885
Total Margins	(\$161,262)	\$245,694	\$394,225	\$702,064	\$708,434

	SEPTEMBER 2020	SEPTEMBER 2021	SEPTEMBER 2022	SEPTEMBER 2023	SEPTEMBER 2024
Operating Revenues	\$2,267,703	\$2,477,586	\$2,699,520	\$2,672,704	\$2,713,256
Total Cost of Service	\$2,914,633	\$2,880,807	\$2,712,187	\$2,776,474	\$3,490,273
Operating Margins	(\$646,931)	(\$403,221)	(\$12,667)	(\$103,771)	(\$777,017)
Non-Operating Margins	\$369,385	\$212,135	\$110,526	\$8,235	\$2,357,437
Total Margins	(\$277,545)	(\$191,086)	\$97,859	(\$95,536)	\$1,580,420

	SEPTEMBER 2020	SEPTEMBER 2021	SEPTEMBER 2022	SEPTEMBER 2023	SEPTEMBER 2024
Operating Revenues	\$294,813	\$347,368	\$405,052	\$452,438	\$425,881
Total Cost of Service	\$263,311	\$326,332	\$336,564	\$338,394	\$287,673
Operating Margins	\$31,503	\$21,037	\$68,487	\$114,044	\$138,208
Non-Operating Margins	(\$216,738)	\$27,818	\$21,837	\$54,469	\$16,804
Total Margins	(\$185,236)	\$48,854	\$90,324	\$168,513	\$155,012

PUD Calendar

November 5, 2024

November 5, 2024, Special Meeting, Executive Session 3:00PM, 310 Four Corners Rd and per ZOOM

November 5, 2024, BOC Regular Meeting, 4:00PM, 310 Four Corners Rd and per ZOOM

November 12, 2024, BOC Special Meeting, Broadband Business Update and Executive Session 10:00-12:00, 310 Four Corners Rd and per ZOOM















November 13th-15th, WPUDA Association Meetings, Olympia

November 19th, BOC Special Meeting, FSC Presentation, 2:00-4:00, 310 Four Corners Rd and per ZOOM

November 19th, BOC Regular Meeting, 4:00 PM, 310 Four Corners Rd and per ZOOM

PUBLIC COMMENT

Select Filter By Date

From	Subject	Received
<input type="checkbox"/> External Seth Krueger	Water Main Replacement Project Inquiry D...	Sat 10/12
▼ Last month		
 External Robert Bindschadler	 Schedule 24 misassignments Dan, Jeff and...	9/9/2024
 External Rod Roduin	 Fw: Sept 3 BOC Meeting / Capacity Discussi...	9/4/2024
▼ August		
 External Tom Thiersch	Gift of Public Funds doctrine in Washington...	8/6/2024
▼ July		
 External Rod Roduin	 The World Bank: Managing An Electricity S...	7/30/2024
 Managing an El...		
 External Tom Thiersch	Impact fees - (capacity charge) https://mr...	7/25/2024
 External Tom Thiersch	Agenda packet for Hearing FYI, the is no c...	7/16/2024
▼ June		
 External Ron Hildebrandt	 Shine Plat LUD Assessment advance copy ...	6/27/2024
 Shine Plat LUD ... +1		
 External Tom Thiersch	Impact fees (aka, Capacity charges) Com...	6/13/2024



AGENDA REPORT

DATE: November 5, 2024

TO: Board of Commissioners

FROM: Jean Pepper, Services Director

RE: Utility Assistance Grants

BACKGROUND: There is a clear need for additional assistance measures in Jefferson County. We have seen an increase in disconnections for nonpayment and we hear it in conversations with our customer-owners. We are seeing too many instances of people in distress, needing help, and making too much money to qualify for assistance elsewhere.

ANALYSIS/FINDINGS: We need to establish more programs which are designed to serve a larger portion of the population. The state has implemented the SHEAP program which offers energy assistance to people who meet the 80% AMI threshold, but that does not help with water or sewer.

JPUD Staff applied to join to 2024 United Good Neighbors “Give Jefferson” campaign and that application was approved. This will provide \$10,000 in funding for low-income utility assistance. Staff are proposing to establish an in-house emergency assistance grant program to help customer-owners whose income is at or below 80% Area Median Income (AMI) or 200% Federal Poverty Level (FPL), adjusted for income, and who have received a disconnect notice. The amount of assistance should be limited to the amount of the past due or \$500.00 whichever is less to ensure that we can spread the funding out to at least 20 customers.

FISCAL IMPACT: Costs are expected to be immaterial, and program will improve revenue protection.

RECOMMENDATION: Approve the resolution to establish and implement a utility assistance grant program to provide shut off protection for customer-owners.

**Public Utility District No. 1 of Jefferson County
Resolution No. 2024-xxx**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington (“the PUD” or “the District”), creating a Utility Assistance Grant, Shut Off Protection Program for its low-income residential customers.

WHEREAS, RCW 19.405.120 (2) requires electric utilities to make programs and funding available for energy assistance to low-income households; and

WHEREAS, RCW 19.405.020 (24) states that “Low-income” means household incomes as defined by the department or commission provided that the definition may not exceed the higher of eighty percent of area median household income (80% AMI) or two hundred percent of the federal poverty level (200%FPL), adjusted for household size; and

WHEREAS, The District recognizes that the water and electric services offered are essential for meeting the needs of day-to-day life such as cooking meals, refrigeration of food and medication, charging electronics for school and work, and maintaining proper hygiene; and

WHEREAS, To be good stewards of public funds, the District must collect costs from customer-owners for services provided, and when collection efforts fail, services must be disconnected until payment is made; and

WHEREAS, The loss of essential, life-sustaining utility services can lead to health complications and further impoverishment; and

WHEREAS, Resolution 2023-018 established section 11.4 – Shut Off Protection, in the Customer Service Policy; and

WHEREAS, The District wishes to continue to improve and expand upon the assistance measures available to low-income customer-owners; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, that the PUD will establish and implement a utility assistance grant program to provide shut off protection as reflected in the attached Exhibit A of this Resolution.

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this 5th day of November, 2024.

Jeff Randall, President

Dan Toepper, Vice President]

Kenneth Collins, Secretary

EXHIBIT A
UTILITY ASSISTANCE GRANT PROGRAM

11.4 -Shut off Protection

11.4.1 Medical Emergency Shut Off Protection

Any Customer-owner with a legitimate medical need can request either to have their service not shut off, or if already off, to have it restored. The following steps must be taken by the Customer-owner once a medical emergency has been claimed.

1. Once the Customer-owner has been notified of and has acknowledged a planned shut off (either by phone, door hanger, actual shutoff, or by PUD employee dispatched to disconnect services) the Customer will have seven (7) days to:
 - a. Pay ten percent (10%) of the outstanding balance, in addition to any disconnect or reconnect charges.
 - b. Provide a medical certificate that includes:
 - i. Residence location
 - ii. Estimate of how long the condition is expected to last.
 - iii. Medical certificates must be renewed annually for conditions that are expected to be ongoing.
 - iv. Title, signature, and phone number of the person certifying the condition.
 - c. Sign an agreement to (1) pay the balance owed within one hundred and twenty 120 days and (2) pay all new charges on time.
2. If services are disconnected before the Customer-owner requests protection under this policy , their services will be restored that day for a reconnect charge as set forth in the schedule of Deposits, Credits, and Miscellaneous Charges, unless the call to reconnect is after normal PUD work hours, in which case service will be restored the next business day. The Customer-owner can also choose to have power reconnected after hours that day for an after-hours reconnection fee as set forth in the applicable Schedule of Deposits, Credits, and Miscellaneous Charges.
3. If the Customer-owner fails to meet these conditions of reconnection, they will be sent a disconnection notice and will be terminated at the next regularly scheduled disconnection cycle.

All medical certificates must be reviewed by PUD staff every ninety (90) days.

The customer can go through this process twice within twelve (12) month period. All previous payment deferments due to medical emergency must be satisfied prior to any new claim of medical emergency.

11.4.2 Winter Moratorium

Under RCW 54.16.285, Customer-owners may qualify for protection from disconnection for non-payment between November 15 through March 15. To be protected under the law the Customer must complete the following:

1. Notify Customer Service within five (5) business days after receipt of a past due statement that they are unable to pay their bill.
2. Provide the Customer Service Department with a statement from Olympic Community Action Programs that their income qualifies for the moratorium. This statement must also provide a dollar figure that is 7% of the Customer's monthly household income.
3. Apply for low-income energy assistance from either a government or private source and agree that any utility assistance payment received by you will be paid to the District.
4. Apply for low-income weatherization assistance to the District or appropriate agency if available.
5. Agree to maintain a payment plan designed to bring your account current by October 15. Customers may not be required to pay more than 7% of their certified monthly income plus one twelfth (1/12) of any arrearage accrued from November 15 through March 15.
6. The Customer must agree to pay the monies owed even if the Customer-Owner moves

11.4.3 – Extreme Heat Moratorium

On any day which the National Weather Service (NWS) has issued or has announced that it intends to issue a heat-related alert for East Jefferson County JPUD staff will postpone any scheduled non-pay disconnections of electric and water services until the first business day after the NWS cancels the extreme heat alert.

Any Customer-owner whose utility service has already been disconnected for non-payment may request temporary reconnection of services for the duration of the heat event by calling the District and speaking to Customer Service. Provided there are no safety issues that may arise from reconnection, the District will make a reasonable attempt to reconnect services. Upon the cancellation of the extreme heat alert, JPUD staff will automatically disconnect services without further notification to the Customer-owner.

11.4.4 – Utility Assistance Grants

Subject to funding availability, the District will offer utility assistance grants to households whose income does not exceed eighty percent of area median income (80% AMI) or two hundred percent of the federal poverty level (200% FPL), adjusted for household size. Grant funds will be applied to customer accounts in the form of a credit in the amount of their past due balance, not to exceed five hundred dollars in a twelve-month period.

Exhibit "A"

Updated as of October 2024

Titles and Bi-weekly Salary Ranges for Non-Represented Employees as of June, 2019

Title	% from	Low	Mid	High
Executive Assistant/Records	40%			
Bi-weekly		\$2,357	\$3,300	\$4,620
Hourly		\$29.46	\$41.25	\$57.75
Annual		\$61,286	\$85,800	\$120,120
Human Resources Manager	30%			
Bi-weekly		\$2,300	\$4,000	\$4,300
Hourly		\$28.75	\$49.61	\$53.75
Annual		\$80,000	\$104,000	\$135,200
Human Resources Coordinator	40%			
Bi-weekly		\$2,357	\$3,300	\$4,620
Hourly		\$29.46	\$41.25	\$57.75
Annual		\$61,286	\$85,800	\$120,120
Communications Coordinator	40%			
Bi-weekly		\$2,143	\$3,000	\$4,200
Hourly		\$26.79	\$37.50	\$52.50
Annual		\$55,714	\$78,000	\$109,200
Records Management Coordinator	40%			
Bi-weekly		\$2,143	\$3,000	\$4,200
Hourly		\$26.79	\$37.50	\$52.50
Annual		\$55,714	\$78,000	\$109,200
Financial Services Coordinator	40%			
Bi-weekly		\$2,143	\$3,000	\$4,200
Hourly		\$26.79	\$37.50	\$52.50
Annual		\$55,714	\$78,000	\$109,200
Financial Services Manager I	40%			
Bi-weekly		\$2,143	\$3,000	\$4,200
Hourly		\$26.79	\$37.50	\$52.50
Annual		\$55,714	\$78,000	\$109,200
Financial Services Manager II	40%			
Bi-weekly		\$2,887	\$4,042	\$5,658
Hourly		\$36.09	\$50.52	\$70.73
Annual		\$75,060	\$105,084	\$147,117
Financial Services Manager III	40%			
Bi-weekly		\$3,631	\$5,083	\$7,117
Hourly		\$45.39	\$63.54	\$88.96
Annual		\$94,405	\$132,167	\$185,033
Finance Director	40%			
Bi-weekly		\$5,083	\$6,100	\$7,320
Hourly		\$63.54	\$76.25	\$76.25
Annual		\$132,167	\$158,600	\$190,320

Controller		40%			
	Bi-weekly		\$4,728.35	\$5,313.27	\$5,898.19
	Hourly		\$59.10	\$66.42	\$73.73
	Annual		\$122,937	\$138,145	\$153,353
Accounting Specialist		40%			
	Bi-weekly		\$2,143	\$3,000	\$4,200
	Hourly		\$26.79	\$37.50	\$52.50
	Annual		\$55,714	\$78,000	\$109,200
Customer Service Manager		30%			
	Bi-weekly		\$2,300	\$3,500	\$4,300
	Hourly		\$28.75	\$43.75	\$53.75
	Annual		\$70,000	\$91,000	\$118,300
Information Technology Manager		30%			
	Bi-weekly		\$2,300	\$3,500	\$4,300
	Hourly		\$28.75	\$43.75	\$53.75
	Annual		\$70,000	\$91,000	\$118,300
Info Technology Support Technician		40%			
	Bi-weekly		\$1,714	\$2,400	\$3,360
	Hourly		\$21.43	\$30.00	\$42.00
	Annual		\$44,571	\$62,400	\$87,360
Water Resource Manager		30%			
	Bi-weekly		\$2,769	\$3,600	\$4,680
	Hourly		\$34.62	\$45.00	\$58.50
	Annual		\$72,000	\$93,600	\$121,680
Energy Efficiency Specialist		40%			
	Bi-weekly		\$1,786	\$2,500	\$3,500
	Hourly		\$22.32	\$31.25	\$43.75
	Annual		\$46,429	\$65,000	\$91,000
Staking Engineer		40%			
	Bi-weekly		\$2,286	\$3,200	\$4,480
	Hourly		\$28.57	\$40.00	\$56.00
	Annual		\$59,429	\$83,200	\$116,480
Senior Electrical Engineer		30%			
	Bi-weekly		\$3,846	\$5,000	\$6,500
	Hourly		\$48.08	\$62.50	\$81.25
	Annual		\$100,000	\$130,000	\$169,000
Electrical Operations Superintendent		30%			
	Bi-weekly		\$3,846	\$5,000	\$6,500
	Hourly		\$48.08	\$62.50	\$81.25
	Annual		\$100,000	\$130,000	\$169,000
Operations Manager		30%			
	Bi-weekly		\$3,846	\$5,000	\$6,500
	Hourly		\$48.08	\$62.50	\$81.25
	Annual		\$100,000	\$130,000	\$169,000

Water Operations Director

Bi-weekly		\$5,314.92	\$6,700.46	\$8,085.96
Hourly		\$66.44	\$83.76	\$101.07
Annual		\$138,188	\$174,212	\$210,235

GIS Dispatching	40%			
Bi-weekly		\$2,143	\$3,000	\$4,200
Hourly		\$26.79	\$37.50	\$52.50
Annual		\$55,714	\$78,000	\$109,200

Operations Assistant	40%			
Bi-weekly		\$2,357	\$3,300	\$4,620
Hourly		\$29.46	\$41.25	\$57.75
Annual		\$61,286	\$85,800	\$120,120

Special Projects	40%			
Bi-weekly		\$2,214	\$3,100	\$4,340
Hourly		\$27.68	\$38.75	\$54.25
Annual		\$57,571	\$80,600	\$112,840

Service Director	20%			
Bi-weekly		\$5,000	\$6,000	\$7,200
Hourly		\$62.50	\$75.00	\$90.00
Annual		\$130,000	\$156,000	\$187,200

Power Director	20%			
Bi-weekly		\$5,000	\$6,000	\$7,200
Hourly		\$62.50	\$75.00	\$90.00
Annual		\$130,000	\$156,000	\$187,200

Broadband Manager	30%			
Bi-weekly		\$2,300	\$3,500	\$4,300
Hourly		\$28.75	\$43.75	\$53.75
Annual		\$70,000	\$91,000	\$118,300

Projects Manager	20%			
Bi-weekly		\$2,300	\$3,500	\$4,300
Hourly		\$28.75	\$43.75	\$53.75
Annual		\$70,000	\$91,000	\$118,300

Contracts Specialist	30%			
Bi-weekly		\$2,357	\$3,300	\$4,620
Hourly		\$29.46	\$41.25	\$57.75
Annual		\$61,286	\$85,800	\$120,120

Administrative Assistant				
Bi-weekly		\$2,357	\$3,300	\$4,620
Hourly		\$29.46	\$41.25	\$57.75
Annual		\$61,286	\$85,800	\$120,120

Network Engineer				
Bi-weekly		\$3,461.53	\$4,423.07	\$5,384.61
Hourly		\$43.26	\$55.28	\$67.30
Annual		\$90,000	\$115,000	\$140,000

Digital Communications Specialist				
	Bi-weekly	\$2,028	\$2,360	\$2,692
	Hourly	\$25.35	\$29.50	\$33.65
	Annual	\$52,744	\$61,372	\$70,000
SCADA/Engineer II				
	Bi-weekly	\$3,462	\$4,423	\$5,384.61
	Hourly	\$43.26	\$55.28	\$67.30
	Annual	\$90,000	\$115,000	\$140,000
Water Superintendent				
	Bi-weekly	\$3,979	\$4,834.04	\$5,689.08
	Hourly	\$49.74	\$60.43	\$71.11
	Annual	\$103,454	\$125,685	\$147,916
Engineering & Water Director				
	Bi-weekly	\$4,615	\$5,769	\$6,730.77
	Hourly	\$57.69	\$72.11	\$84.13
	Annual	\$120,000	\$150,000	\$175,000
Joint Utility Specialist				
	Bi-weekly	\$3,269.23	\$3,846.15	\$4,423.00
	Hourly	\$40.86	\$48.07	\$55.28
	Annual	\$85,000	\$100,000	\$115,000
Assistant General Manager				
	Bi-weekly	\$5,674.46	\$7,100.53	\$8,526.65
	Hourly	\$70.93	\$88.75	\$106.58
	Annual	\$147,536	\$184,614	\$221,693
Vegetation and Permitting Specialist				
	Bi-weekly	\$3,269	\$4,134.61	\$5,000
	Hourly	\$40.86	\$51.68	\$62.50
	Annual	\$85,000	\$107,500	\$130,000
Fiber Engineer				
	Bi-weekly	\$5,674.46	\$7,100.53	\$8,526.65
	Hourly	\$70.93	\$88.75	\$106.58
	Annual	\$147,536	\$184,614	\$221,693
Safety Manager				
	Bi-weekly	\$3,990.30	\$5,148.00	\$6,305.00
	Hourly	\$49.87	\$64.35	\$78.82
	Annual	\$ 103,748.00	\$ 133,848.00	\$ 163,948.00
Electrical Operations Director				
	Bi-weekly	\$5,609.77	\$6,956.04	\$8,302.31
	Hourly	\$70.12	\$86.95	\$103.78
	Annual	\$145,854	\$180,857	\$215,860
Engineering Director				
	Bi-weekly	\$5,314.92	\$6,700.46	\$8,085.96
	Hourly	\$66.44	\$83.76	\$101.07
	Annual	\$138,188	\$174,212	\$210,235

IT Systems Administrator

Bi-weekly	\$3,307.69	\$3,961.53	\$4,615.38
Hourly	\$41.34	\$49.51	\$57.69
Annual	\$86,000	\$103,000	\$120,000



AGENDA REPORT

DATE: November 5, 2024

TO: Board of Commissioners

FROM: Jean Pepper, Services Director

RE: Water Leak Adjustment Policy

BACKGROUND:

- Prior to 2021, irrigation leaks were not eligible for adjustment due to the potential to run for longer periods of time prior to detection which can lead to extremely large amounts of water lost.
- In 2021 the BOC voted to allow irrigation leaks which would give relief to all residential customers if leaks were not the result of neglect. Knowing that adjustments/credits could potentially reach thousands of dollars, the BOC instituted a \$1,000 cap on the credit given to customers.
- To be transparent, the leak adjustment policy was written in a way that included the process of calculating the leak adjustment, stating that the customer will be billed at the tier one rate for the lost water. This is still the process for determining the amount of the credit to be given to the customer, however, there is a \$1,000 limit to the amount of the credit.

ANALYSIS/FINDINGS: Removing the process language from the policy will allow for clear and consistent application of the leak adjustment policy

FISCAL IMPACT: Limit the amount of water revenue written off due to leak adjustments.

RECOMMENDATION: For discussion only.

**Public Utility District No. 1 of Jefferson County
Resolution No. 2024-xxx**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington (“the PUD” or “the District”), amending the Customer Service Policy Section 10.3.3 – Water Leak Adjustments.

WHEREAS, the Board of Commissioners adopted Section 10.3.3, a water leak adjustment policy in Resolution No. 2019-25; and

WHEREAS, the Board of Commissioners adopted Resolution No. 2021-004 amending Section 10.3.3 – Water Leak Adjustments, to balance the fiscal impacts to the PUD with impacts to customers and provide guidelines and limitations to the PUD’s Leak Adjustment Policy; and

WHEREAS, the Water Leak Adjustment Policy, as adopted in Resolution No. 2021-004, requires further clarification to allow for its consistent application to the PUD’s customer-owners; and

WHEREAS, the Board of Commissioners seeks to provide clear, consistent policies for the PUD and its customer-owners.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington, that the Customer Service Policy, section 10.3.3 Water Leak Adjustments be updated as reflected in the attached Exhibit A of this Resolution.

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held this ___ day of ___, 2024.

Jeff Randall, President

Dan Toepper, Vice President

Kenneth Collins, Secretary

EXHIBIT A

Customer Service Policy 10.3.3 – Water Leak Adjustments

10.3.3 – Water Leak Adjustments

Customers who experience a high bill due to a water leak may be eligible for an adjustment on their water bill not to exceed one thousand dollars (\$1,000). The Customer will be responsible for all charges on the account until such time as an adjustment is granted and applied to the account. Customer Service will offer alternative payment arrangements until such time as the leak adjustment is either processed or denied. ~~Once the estimated loss is calculated, the Customer will pay the first tier water consumption rate for the lost water.~~ The customer-owner will also be responsible for paying a one-time processing fee as specified in section 14.3.14 of this policy.

To qualify for a leak adjustment the following criteria must be met:

- The leak must be in excess of ten thousand (10,000) gallons greater than the Customer's average monthly usage for the most recent three (3) years during the same time period.
- The Customer must not have been granted a leak adjustment for the same service location within the most recent twenty-four (24) months.
- The leak must have been repaired within 10 days of discovery.
- The customer must submit a leak adjustment request letter and all required documents to the PUD no more than two (2) months after the repair of the leak.
- An extension of any of the above deadlines may be considered based on extenuating circumstances.

Leaks that are not eligible for a billing adjustment may include, but are not limited to the following:

- Commercial accounts
- Leaks that are the result of owner negligence
- Leak of which the Customer should have been aware
 - Pipes or equipment that are in plain sight
 - Leaking toilet

The Customer will be required to provide proof of the leak. Proof may include, but is not limited to the following:

- Invoice from a plumber or contractor
- Parts receipt
- Photo of the repair and location of the leak
- Onsite verification by a PUD water crew

- Should all of the qualifications be met, and the adjustment is approved by the Manager or his/her designee, then staff will enter a policy adjustment on the Customer's water account.

DRAFT



Board of Commissioners:

Jeff Randall, District 1
 Kenneth Collins, District 2
 Dan Toepper, District 3

Kevin Streett, General Manager

SUBJECT: PUD#1 Board of Commissioners Regular Meetings Schedule

1. The purpose of this memo is to provide PUD#1 of Jefferson County’s Board of Commissioners (BOC) regular meetings schedule for Calendar Year 2025.

2. The PUD BOC regular board meetings are on the 1st and 3rd Tuesday of each month, with the exceptions of October and December and those months with holidays that fall on a Tues. In October the regular meeting is moved to the first Monday of the month to coincide with the Budget Hearing. In December there is only a single Board meeting which is the second Tuesday of the month.

3. Unless otherwise advertised all regular meetings will be per hybrid at 310 Four Corners Road, Port Townsend, WA. The meetings will begin at 4:00 pm and will run until adjourned by the President of the Board.

4. 2025 Schedule:

January	7th	and	21st	
February	4th	and	18th	
March	4th	and	18th	
April	1 st	and		15th
May	6th	and	20th	
June	3rd	and	17th	
July	8th	and	22nd	
August		5th	and	19th
September	2nd	and	16th	
October	6th	and	14 th	6th is first Monday, Budget Hearing
November	4th	and	18th	
December	9th			2 nd Tuesday

5. PUD observes the following holidays: New Year’s Day, Martin Luther King Day, President Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, Indigenous People’s Day, and Christmas Day.

Ph (360) 385-5800 Fx (360) 385-5945 310 Four Corners Road, Port Townsend, WA 98368
customerservice@jeffpud.org
Public Utility District No. 1 of Jefferson County is an Equal Opportunity Employer

Board of Commissioners:
Jeff Randall, District 1
Kenneth Collins, District 2
Dan Toepper, District 3
Kevin Streett, General Manager



AGENDA REPORT

DATE: November 5, 2024
TO: Board of Commissioners
FROM: Will O'Donnell, Broadband and Communications Director
RE: PORT OF PORT TOWNSEND INTERLOCAL AMENDMENT

BACKGROUND: The PUD entered into an Interlocal Agreement with the Port of Port Townsend in January 2021 to share services and staffing for engineering, construction, and wholesale broadband. In recent months the PUD and Port have discussed adding IT services and staff to the list. In order to accommodate the new service, and to update outdated rates and terms (such as wholesale broadband, as the PUD now provides both retail and wholesale), staff decided to update the existing ILA and bring it back to their respective boards.

FISCAL IMPACT: NEUTRAL. JPUD will provide the equivalent of one half-time IT staff member's hours to support the Port of Port Townsend. The Port will reimburse the PUD at the loaded rate for an IT Specialist. Other services will be reimbursed at applicable rates, excluding mutually beneficial projects.

RECOMMENDATION: Approve Resolution 2024-XXX authorizing the amendment of the existing Interlocal Agreement with the Port of Port Townsend, Washington ("Port") regarding IT Services.

INTERLOCAL AGREEMENT
BETWEEN THE JEFFERSON COUNTY PUD NO. 1 AND
THE PORT OF PORT TOWNSEND

This Interlocal Agreement ("Agreement") made and entered into this 20th day of January 2021, pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act (the "Act"), by and between Jefferson County PUD No. 1, hereinafter referred to as the "PUD," and the Port of Port Townsend, hereinafter referred to as the "Port" (collectively referred to as "the Parties").

WHEREAS, The PUD and the Port are two local governmental agencies operating in Jefferson County, State of Washington; and

WHEREAS, RCW 39.34.080 permits public agencies to contract with one another for the performance of certain governmental services. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, The PUD has engineering experience that the Port seeks to utilize; and

WHEREAS, The Port and the PUD seek to collaborate and work together to provide wholesale broadband services in Jefferson County, Washington.

NOW, THEREFORE, based upon mutual covenants to be derived from this agreement, the Parties agree as follows:

1. **Purpose:** It is the purpose of this Agreement to provide for the cooperation between the Parties and make the most efficient use of their resources by enabling the Port to utilize the PUD's engineering services, whether provided internally or contracting out. In addition, the Parties seek to cooperate and find the most efficient way to procure any related contractors, materials and equipment for services provided pursuant to this Agreement. The Parties also seek to cooperate with each other to extend wholesale broadband services to customers in Jefferson County, Washington, and to provide terms and conditions where the PUD will construct, operate and maintain the Port's wholesale broadband network.
 - a. For engineering services, the party requesting engineering services shall provide a written request to the party to be providing such services. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount for the services. The party providing such services shall timely respond to any request, and all necessary written documentation authorizing the work to be performed shall be executed by the PUD's General Manager and the Executive Director of the Port. It shall be at each party's discretion to undertake any request for services.
 - b. For wholesale broadband services, the Parties shall work together to plan, design construct any wholesale broadband facilities to be owned by the Port and operated and maintained by the PUD. Exhibit "A" to this Agreement provides the specific terms and conditions regarding the planning, development, permitting, construction and operation of all wholesale broadband services that are subject to this Agreement. Upon completion of construction of any of the Port's wholesale broadband facilities, each Party shall retain their respective ownership of all their properties. This Agreement

does not contemplate joint ownership of property. The PUD agrees to provide the services detailed in the attached Exhibit "A" to this Agreement, after the Parties have agreed upon the specific terms and conditions.

2. **Compensation:** Each Party shall compensate the other Party for the actual cost of services rendered including, but not limited to employee(s) wages (direct rate plus benefits); overhead costs at its current rate in use reimbursement for any and all necessary materials purchased to complete the services; and any costs required for professional insurance coverage necessary. Attached as Exhibit "B" to this Agreement is a current rate schedule for the services to be provided pursuant to this Agreement. The Parties agree to update Exhibit "B" on an annual basis. For purposes of the development of wholesale broadband facilities, Exhibit "A" provides terms and conditions regarding the costs of planning, developing, permitting, constructing and operating the network.
3. **Employees:** Employees assigned to work pursuant to this Agreement remain employees of their respective agency at all times and shall perform the work requested under the sole supervision of their agency. Procedures used in performance of work pursuant to this Agreement shall be mutually agreed to in writing.
4. **Hold Harmless and Indemnification:** Each party (the "Indemnitor") shall hold the other (the "Indemnitee"), harmless, indemnify and defend the other, its board or commission members, officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to: reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of this Agreement, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable, except for injuries and damages caused by the sole negligence of the Indemnitee. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.
5. **Insurance:** The PUD is self-insured through its membership in the Pacific Underwriters Management Services. The Port is insured through Enduris Washington (formerly "the Washington Governmental Entity Pool" (WGEP)). Within 30 days of executing this Agreement the PUD and the Port shall mutually provide to each other certificates of coverage from their respective Risk Pools. Both Parties agree that not less than thirty (30) days prior to cancellation, suspension, reduction or material change in the membership of a party in its respective Risk Pool, notice of same shall be given to the other party by registered mail, return receipt requested and by email. The Parties further agree that their membership in their respective Risk Pools provide coverage for the following categories of risk and with coverage limits that equal or exceed what is listed below:

General Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$ 2,000,000) for bodily injury, death and property damage, unless otherwise specified in the contract specifications.

Business Automobile Liability coverage with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000). Said coverage shall include liability coverage for all owned, non- owned and hired motor vehicles.

Worker's Compensation insurance with minimum limits not less than that required by state law.

Errors and Omissions for Professional Services Provided.

Each party to this Agreement agrees that the coverage provided to it by its membership in its respective Risk Pool shall be primary with respect to any third- party claim presented to that party for the alleged negligent act and omissions of its employees, contractors or representatives. With respect to all claims of third-party liability against one party to this Agreement the coverage provided to the OTHER party by its membership in a Risk Pool shall be non-contributory.

6. **Compliance with Laws:** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.
7. **Relationship of the Parties:** No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees.
8. **Agreement Not for Benefit of Third Parties:** This Agreement is entered into solely for the benefit of the Parties hereto and vests no rights in, or is it enforceable by, any third parties.
9. **Dispute Resolution:** In the event any dispute should occur under this Agreement or related to the performance of any person or equipment, the dispute shall be referred to the General Manager of the PUD and the Executive Director of the Port for resolution. If not resolved within (30) days of referral, either party may pursue such legal actions as it may have available to use.
10. **Waiver and Venue:** A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement. This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Jefferson.

11. **Duration and Termination:** This Agreement shall commence and be effective upon execution and remain in full force and effect until terminated by agreement of the Parties, or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of such termination.
12. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
13. **Entire Agreement – Modification:** The written provisions and terms of this Agreement supersede all prior written and verbal agreements and/or statements by any representative of the Parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement shall contain the entire Agreement between the parties unless modified in writing and signed by authorized representatives of the Parties.
14. **Filing:** Pursuant to RCW 39.34.040, this Agreement shall be posted on the PUD and Port websites and/or filed with the County Auditor.

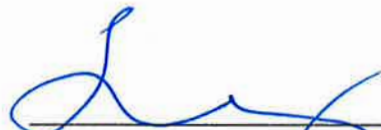
In Witness Whereof, the parties have executed this Agreement this 20th day of January, 2021.

JEFFERSON COUNTY PUD NO. 1

PORT OF PORT TOWNSEND



Kevin Streett, General Manager



Eron Berg, Executive Director

EXHIBIT A

NETWORK DEVELOPMENT, OPERATIONS AND ENGINEERING SERVICES

- The PUD when requested will assist and collaborate on network build outs and designs on Port property.
- Network Configuration - In order to configure and segment the network, the PUD will engineer and purchase the necessary equipment to establish a network agreeable to the Port for their facilities.
- Core Equipment - Each party will maintain their core equipment in a manner that provides a high degree of serviceability and reliability. This includes maintaining enough spares for outages and maintenance requirements. Each party will purchase and maintain their own core equipment as needed.

EXHIBIT B

RATE SCHEDULE FOR SERVICES AND MATERIALS

Compensation. Each Party shall compensate the other Party for the actual cost for services rendered including, be not limited to employee(s) wages (direct rate plus benefits); overhead costs at its current rate in use reimbursement for any and all necessary materials purchased to complete the services; and any costs required for professional insurance coverage necessary

Position	Hourly Rate (2021)
Staking Engineer	\$58.53
Electrical Engineering Manager	\$90.09
GIS Specialist	\$67.09
Broadband Supervisor	\$56.85
Engineering Director	\$97.71

**INTERLOCAL AGREEMENT
BETWEEN THE JEFFERSON COUNTY PUD NO. 1 AND
THE PORT OF PORT TOWNSEND**

This Interlocal Agreement ("Agreement") made and entered into this ____ day of _____, 2024, pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between Jefferson County PUD No. 1, hereinafter referred to as the "PUD," and the Port of Port Townsend, hereinafter referred to as the "Port" (collectively referred to as "the Parties").

WHEREAS, The PUD and the Port are two local governmental agencies operating in Jefferson County, State of Washington; and

WHEREAS, RCW 39.34.080 permits public agencies to contract with one another for the performance of certain governmental services. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action. and

WHEREAS, The PUD has **engineering, IT, and network experience** that the Port seeks to utilize, and

WHEREAS, **The Port and the PUD entered into an Interlocal Act Cooperation Act on January 20th, 2021, and**

WHEREAS, **The Port and the PUD wish to amend the Interlocal Act agreed to on January 20th, 2021 to include IT services, and to update the scope and costs of services.**

NOW, THEREFORE, based upon mutual covenants to be derived from this Agreement, the Parties agree as follows:

1. **Purpose:** It is the purpose of this Agreement to allow the Parties to cooperate and make the most efficient use of their resources by enabling the Port to utilize the PUD's engineering services, whether provided internally or contracting out. In addition, the Parties seek to cooperate in order to procure any related contractors, materials and equipment for services provided pursuant to this Agreement. The Parties also seek to cooperate with each other to extend broadband services to customers in Jefferson County, Washington, and to **provide terms and conditions where the PUD will construct, operate and maintain the Port's IT and network service and facilities.**

2. **Requesting Services.** (a). For engineering services, the party requesting engineering services shall provide a written request to the party providing such services. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount paid for the services. The party providing such services shall timely respond to any request in writing, and if agreeing to provide the services, it shall provide all necessary documentation authorizing the work to be performed. All final work agreements shall be executed by the PUD's General Manager and the Executive Director of the Port. It shall be at each party's discretion to undertake any request for services.

(b) **For IT and network service and facilities**, the Parties shall work together to plan, design construct any **IT and network service and facilities** to be owned by the Port and operated and maintained by the PUD. Exhibit A to this Agreement provides the specific terms and

Interlocal Agreement Between Jefferson PUD and Port of Port Townsend

Page 1 of 5

conditions regarding the planning, development, permitting, construction and operation of all **IT and network service and facilities** that are subject to this Agreement. Upon completion of construction of any of the Port's **IT and network service and facilities**, each Party shall retain their respective ownership of all their properties. This Agreement does not contemplate joint ownership of property. The PUD agrees to provide the services detailed in the attached Exhibit A to this Agreement, after the Parties have agreed upon the specific terms and conditions.

3. Compensation: Each Party shall compensate the other Party for the actual cost of services rendered including, but not limited to employee(s) wages (direct rate plus benefits); overhead costs at its current rate in use reimbursement for any and all necessary materials purchased to complete the services; and any costs required for professional insurance coverage necessary. For purposes of the development of **IT and network service and facilities**, Exhibit A shall provide terms and conditions regarding the costs of planning, developing, permitting, constructing and operating the network.

4. Employees: Employees assigned to work pursuant to this Agreement remain employees of their respective agency at all times and shall perform the work requested under sole supervision of their agency. Procedures used in performance of work pursuant to this Agreement shall be mutually agreed to in writing.

5. Hold Harmless and Indemnification: Each party (the "Indemnitor") shall hold the other (the "Indemnitee"), harmless, indemnify and defend the other, its board or commission members, officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of this contract, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable, except for injuries and damages caused by the sole negligence of the Indemnitee. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.

6. Insurance: The PUD is self-insured through its membership in the Pacific Underwriters Management Services. The Port is self-insured through its membership in the _____. Within 30 days of executing this Agreement the JPUD and the Port shall mutually provide to each other certificates of coverage from their respective Risk Pools. Both Parties agree that not less than thirty (30) days prior to cancellation, suspension, reduction or material change in the membership of a party in its respective Risk Pool, notice of same shall be given to the other party by registered mail, return receipt requested and by email. The Parties further agree that their membership in their respective Risk Pools provide coverage for the following categories of risk and with coverage limits that equal or exceed what is listed below:

General Liability—with a minimum limit per occurrence of one million dollars

1,000,000) and an aggregate of not less than two million dollars(\$ 2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications.

Business Automobile Liability coverage— with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars \$2,000,000). Said coverage shall include liability coverage for all owned, non- owned and hired motor vehicles.

Worker's Compensation insurance with minimum limits not less than that required by state law.

Errors and Omissions for Professional Services Provided

Each party to this Agreement agrees that the coverage provided to it by its membership in its respective Risk Pool shall be primary with respect to any third- party claim presented to that party for the alleged negligent act and omissions of its employees, contractors or representatives. With respect to all claims of third- party liability against one party to this Agreement the coverage provided to the OTHER party by its membership in a Risk Pool shall be non- contributory.

7. Compliance with Laws: Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

8. Relationship of the Parties: No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees.

9. Agreement Not for Benefit of Third Parties: This Agreement is entered into solely for the benefit of the Parties hereto and vests no rights in, or is it enforceable by, any third parties.

10. Dispute Resolution: In the event any dispute should occur under this Agreement or related to the performance of any person or equipment, the dispute shall be referred to the General Manager of the PUD and the Executive Director of the Port for resolution. If not resolved within (30) days of referral, either party may pursue such legal actions as it may have available.

11. Waiver and Venue: A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement. This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Jefferson.

12. Duration and Termination: This Agreement shall commence and be effective upon execution and remain in full force and effect until terminated by agreement of the Parties,

or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of such termination.

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

14. Entire Agreement – Modification: The written provisions and terms of this Agreement supersede all prior written and verbal agreements and/or statements by any representative of the Parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement shall contain the entire Agreement between the parties unless modified in writing and signed by authorized representatives of the Parties.

15. Filing: Pursuant to RCW 39.34.040, this Agreement shall be posted on the PUD and Port websites and/or filed with the County Auditor.

In Witness Whereof, the parties have executed this Agreement this ____ day of _____, 2024.

JEFFERSON COUNTY PUD NO. 1

PORT OF PORT TOWNSEND

Kevin Streett, General Manager

Eron Berg, Executive Director

EXHIBIT A

IT SERVICES, NETWORK DEVELOPMENT, OPERATIONS, AND ENGINEERING SERVICES

JPUD will provide staffing support to design, construct, supply, manage and maintain the Port of Port Townsend's IT and networking needs.

JPUD will provide the equivalent of .5 FTE IT support to POPT. POPT will purchase and own all associated equipment and software. If items are purchased by JPUD for use of the POPT, JPUD staff will invoice POPT for the full amount of the purchase upon delivery or installation of the items. Payment is due within 30 days.

JPUD will design, construct, operate and maintain fiber optic and WiFi networks for use by the POPT. JPUD will retain ownership of all equipment installed. Use of the services will be charged at rates set by JPUD's commission, unless a custom product is agreed to via a contracted rate.

JPUD will provide design engineering and construction services for electric, water, and sewer service to service POPT facilities. Such services will be rendered and billed at cost unless said services also benefit JPUD systems and facilities, whereby a costshare rate shall apply.

**INTERLOCAL AGREEMENT
BETWEEN THE JEFFERSON COUNTY PUD NO. 1 AND
THE PORT OF PORT TOWNSEND**

This Interlocal Agreement ("Agreement") made and entered into this ____ day of _____, 2024, pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between Jefferson County PUD No. 1, hereinafter referred to as the "PUD," and the Port of Port Townsend, hereinafter referred to as the "Port" (collectively referred to as "the Parties").

WHEREAS, The PUD and the Port are two local governmental agencies operating in Jefferson County, State of Washington; and

WHEREAS, RCW 39.34.080 permits public agencies to contract with one another for the performance of certain governmental services. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action. and

WHEREAS, The PUD has engineering, IT, and network experience that the Port seeks to utilize, and

WHEREAS, The Port and the PUD entered into an Interlocal Act Cooperation Act on January 20th, 2021, and

WHEREAS, The Port and the PUD wish to amend the Interlocal Act agreed to on January 20th, 2021 to include IT services, and to update the scope and costs of services.

NOW, THEREFORE, based upon mutual covenants to be derived from this Agreement, the Parties agree as follows:

1. **Purpose:** It is the purpose of this Agreement to allow the Parties to cooperate and make the most efficient use of their resources by enabling the Port to utilize the PUD's engineering services, whether provided internally or contracting out. In addition, the Parties seek to cooperate in order to procure any related contractors, materials and equipment for services provided pursuant to this Agreement. The Parties also seek to cooperate with each other to extend broadband services to customers in Jefferson County, Washington, and to provide terms and conditions where the PUD will construct, operate and maintain the Port's IT and network service and facilities.

2. **Requesting Services.** (a). For engineering services, the party requesting engineering services shall provide a written request to the party providing such services. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount paid for the services. The party providing such services shall timely respond to any request in writing, and if agreeing to provide the services, it shall provide all necessary documentation authorizing the work to be performed. All final work agreements shall be executed by the PUD's General Manager and the Executive Director of the Port. It shall be at each party's discretion to undertake any request for services.

(b) For IT and network service and facilities, the Parties shall work together to plan, design construct any IT and network service and facilities to be owned by the Port and operated and maintained by the PUD. Exhibit A to this Agreement provides the specific terms and

Interlocal Agreement Between Jefferson PUD and Port of Port Townsend

Page 1 of 5

conditions regarding the planning, development, permitting, construction and operation of all IT and network service and facilities that are subject to this Agreement. Upon completion of construction of any of the Port's IT and network service and facilities, each Party shall retain their respective ownership of all their properties. This Agreement does not contemplate joint ownership of property. The PUD agrees to provide the services detailed in the attached Exhibit A to this Agreement, after the Parties have agreed upon the specific terms and conditions.

3. Compensation: Each Party shall compensate the other Party for the actual cost of services rendered including, but not limited to employee(s) wages (direct rate plus benefits); overhead costs at its current rate in use reimbursement for any and all necessary materials purchased to complete the services; and any costs required for professional insurance coverage necessary. For purposes of the development of IT and network service and facilities, Exhibit A shall provide terms and conditions regarding the costs of planning, developing, permitting, constructing and operating the network.

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15. Filing: Pursuant to RCW 39.34.040, this Agreement shall be posted on the PUD and Port websites and/or filed with the County Auditor.

In Witness Whereof, the parties have executed this Agreement this ____ day of _____, 2024.

JEFFERSON COUNTY PUD NO. 1

PORT OF PORT TOWNSEND

Kevin Streett, General Manager

Eron Berg, Executive Director

EXHIBIT A

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JPUD will provide design engineering and construction services for electric, water, and sewer service to service POPT facilities. Such services will be rendered and billed at cost unless said services also benefit JPUD systems and facilities, whereby a costshare rate shall apply.

Board of Commissioners:
 Jeff Randall, District 1
 Kenneth Collins, District 2
 Dan Toepper, District 3
 Kevin Streett, General Manager



AGENDA REPORT

DATE: November 5, 2024
TO: Board of Commissioners
FROM: Will O'Donnell, Broadband and Communications Director
RE: PWB BROADBAND LOAN

BACKGROUND: JPUD's Olympic Fiber Corridor and Jefferson North projects grants applications were submitted in the summer of 2021. Since that time, construction costs have increased significantly. To cover these costs, staff applied for a \$4M low interest loan funding from the Public Works Board. JPUD was approved for funding with a grant/loan combination.

FISCAL IMPACT: \$1.2M grant and \$2.8M loan at 0.42% interest rate over 15 years. 10% required cash match of \$444,444.

RECOMMENDATION: Approve Resolution 2024-XXX authorizing the General Manager to accept the Washington State Public Works Board-Broadband program grant and loan award for the Northeast Olympic FTTP Match project.

OFC – IBTWN PROJECT BUDGET.

BUDGETS	OFC					IBTWN	total items
	NTIA	WSBO Match	PWB Fund	JPUD MATCH	Total		
Architecture and Eng	\$0	\$1,400,000	\$0		\$1,400,000	\$939,094	\$2,339,094
Construction	\$3,411,426	\$5,022,723	\$2,109,937	\$222,222	\$10,766,308	\$4,964,451	\$15,730,759
Site Work	\$0	\$165,366	\$0		\$165,366	\$0	\$165,366
Equipment	\$0	\$1,562,877	\$0		\$1,562,877	\$174,986	\$1,737,863
Contingencies	\$0	\$0	\$890,063	\$629,085	\$1,519,148	\$9,156	\$1,528,304
Total:	\$3,411,426	\$8,150,966	\$3,000,000	\$851,307	\$15,413,699	\$6,087,687	\$21,501,386

JEFFERSON NORTH PROJECT FUNDING BUDGET

Funder	Jeff North	PWB Funding	total
Fed/State Grant	\$9,718,934		\$9,718,934
State/Local Match	\$750,000		\$750,000
Loan	\$0	\$1,000,000	\$1,000,000
PUD Cash match	\$965,106	\$222,222	\$1,187,328
Total Funding	\$11,434,040	\$1,222,222	\$12,656,262

PWB LOAN PAYMENT TABLE

Year	Amount Borrowed	Interest Expense	Principal	Remaining Balance
2024	1,000,000	0	0	2,000,000
2025	3,000,000	16,800	0	2,000,000
2026	0	16,800	300,014	3,699,986
2027	0	15,540	301,274	3,398,711
2028	0	14,275	302,540	3,096,172
2029	0	13,004	303,810	2,792,361
2030	0	11,728	305,086	2,487,275
2031	0	10,447	306,368	2,180,907
2032	0	9,160	307,654	1,873,253
2033	0	7,868	308,947	1,564,306
2034	0	6,570	310,244	1,254,062
2035	0	5,267	311,547	942,515
2036	0	3,959	312,856	629,659
2037	0	2,645	314,170	315,489
2038	0	1,325	315,489	(0)

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

RESOLUTION NO. 2024-XXX

A Resolution of the Board of Commissioners of Public Utility District (PUD) No. 1 of Jefferson County, Washington, 2024-XXX authorizing the General Manager to accept the Washington State Public Works Board-Broadband program grant and loan award for the Northeast Olympic FTTP Match project.

WHEREAS, Public Utility District No. 1 of Jefferson County was awarded grant/loan funding from the Washington State Public Works Board-Broadband Federal funded program for an eligible construction project; and

WHEREAS, the local governing body or private entity approved submission of application for Public Works Board-Broadband funding; and

WHEREAS, the applicant recognized and acknowledged that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it was necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.160(3) requires that the project will be advertised for competitive request for proposals and administered according to standard local procedure; and (or if you are a private business, you need to advertise a competitive proposal)

WHEREAS, the loan will not exceed the maximum amount allowed by the Board of eligible costs incurred for the project; and

WHEREAS, the information provided in this application is true and correct to the best of the applicant's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent grant agreement(s); and

WHEREAS, Public Utility District No. 1 of Jefferson County certified that it meets these requirements, and further that it intends to enter into a grant and loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, that the foregoing recitals are incorporated herein as if fully set forth, and the Board of Commissioners authorize the General Manager to accept the Washington State Public Works Board-Broadband program grant and loan award for the Northeast Olympic FTTP Match project.

ADOPTED at a Regular Meeting of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, this 5th day of November, 2024.

Jeff Randall, President

ATTEST:

Dan Toepper, Vice President

Ken Collins, Secretary

FUNDING AGREEMENT FACE SHEET

Agreement Number: PBC24-96104-002

PUBLIC WORKS BOARD BROADBAND PROGRAM

1. Contractor Public Utility District No. 1 of Jefferson County 310 Four Corners Rd Port Townsend, WA 98368		2. Contractor Doing Business As (optional) N/A					
3. Contractor Representative Will O'Donnell wodonnell@jeffpud.org 360.385.8369		4. Public Works Board Project Manager Tammy Mastro Tammy.mastro@commerce.wa.gov 360.791.2805					
5. Grant Agreement Amount \$4,000,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Grant Agreement Start Date Agreement Execution Date	8. Grant Agreement End Date October 31, 2039			
9. Federal Funds (as applicable) N/A		Federal Agency N/A		CFDA Number N/A			
10. Tax ID # N/A		11. SWV # 0074555-01		12. UBI # 601 141 351		13. UEI # HQNGRB7DLGE4	
14. Grant Agreement Purpose Provide funding under RCW 43.155.160 for the construction of Broadband Infrastructure to deliver affordable, high-speed broadband services to homes and businesses at speeds contained in the definition of broadband service as defined in RCW 43.330.530.							
The BOARD, defined as the Washington State Public Works Board (BOARD), and Contractor (CONTRACTOR) acknowledge and accept the terms of this Grant Agreement (AGREEMENT) and attachments and have executed this AGREEMENT on the date below to start as of the date and year last written below. The rights and obligations of both Parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: AGREEMENT Terms and Conditions including Declarations Page; and Attachment I: Scope of Work, Attachment II: Attorney's Certification, and Attachment III: Indefeasible Rights of Use Agreement, if applicable, and the Public Works Board's Broadband Construction Policies Handbook.							
FOR THE CONTRACTOR _____ Signature Kevin Streett _____ Print Name General Manager _____ Title _____ Date				FOR THE PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Signature on File (2/14/2024) Dawn Cortez Assistant Attorney General			

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DECLARATIONS

CLIENT INFORMATION

Legal Name: Public Utility District No. 1 of Jefferson County
AGREEMENT Number: PBC24-96104-002

PROJECT INFORMATION

Project Title: Northeast Olympic FTTP Match
Project City: Port Townsend
Project State: **Washington**
Project Zip Code: 98368

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: **\$ 2,800,000.00**
Loan Term: 15 years
Interest Rate: **0.42 %**
Payment Month: October 31st

GRANT FUNDING

Grant Amount: **\$ 1,200,000.00**
Appropriation Number: **SHB 1102 Section 1043**

PROJECT TOTALS

Match Amount: **\$ 2,344,191.00**
Total Estimated Funding: **\$32,257,901.00**
Total Estimate Cost: **\$34,602,092.00**

AGREEMENT Earliest Date for Construction Reimbursement: **May 3, 2024**
AGREEMENT Time of Performance: 48 months from the Execution Date of this AGREEMENT to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

N/A

SCOPE OF WORK

Attachment I: Project Scope of Work

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AGREEMENT TERMS AND CONDITIONS

Part 1: SPECIAL TERMS AND CONDITIONS

1.1 TERMS AND CONDITIONS FOR TRIBAL ENTITIES:

- 1.28 Culturally Relevant Services
- 1.29 Tribal Hiring Preference and Employment Practices
- 1.30 Sovereign Immunity

1.2 DEFINITIONS

As used throughout this Construction Funding AGREEMENT the following terms shall have the meaning set forth below:

- A. "AGREEMENT" shall mean this BOARD Broadband Construction Funding AGREEMENT.
- B. "BOARD" shall mean the State of Washington Public Works Board established in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the AGREEMENT.
- C. "CONSTRUCTION LABOR" includes work **NOT** typically performed by employees of the applicant, unless the employee is hired solely and specifically to perform construction labor for the awarded project.
- D. "CONSTRUCTION MANAGEMENT AND OBSERVATION" is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the applicant, unless the employee is hired solely and specifically to perform on-site construction management as defined above.
- E. "COSTS DIRECTLY ASSOCIATED WITH PROPERTY ACQUISITION" include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.
- F. "CONTRACTOR" shall mean the local governments, Tribes, nonprofit organizations, cooperative associations, multiparty entities comprised of public entity members, limited liability companies organized for the purpose of expanding broadband access, and incorporated businesses or partnerships identified on the AGREEMENT Face Sheet as a recipient of a BOARD loan or grant to complete the project identified under this AGREEMENT and who is a Party to the AGREEMENT, and shall include all employees and agents of the CONTRACTOR.
- G. "Declarations" and "Declared" shall refer to the project information, terms and conditions as stated on the Declarations Page of this AGREEMENT, displayed within the AGREEMENT in THIS STYLE for easier identification.
- H. "ELIGIBLE COSTS" for reimbursement shall mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after EARLIEST DATE FOR COST REIMBURSEMENT shown in the

Declarations are eligible for reimbursement under this AGREEMENT. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the AGREEMENT Award or Amendment Face Sheet.

- I. "INELIGIBLE COSTS" shall include but are not limited to: internal administrative activities, project management (from any source), fundraising activities, feasibility studies, computers or office equipment, rolling stock (such as vehicles), lease payments for rental of equipment or facilities, maintenance and operating, mortgages or property leases (including long-term), the moving of equipment, furniture, etc., between facilities, and salary & benefits for the employees of the applicant, the cost of the technology used to extend broadband service to the end user, and customer premise equipment (CPE).
- J. "PUBLIC USE" any grant or loan to a private entity is conditioned upon a guarantee that the asset or infrastructure to be developed will be maintained for public use for a period of at least fifteen (15) years. PUBLIC USE is defined as that the portion of the broadband network funded in whole or in part by the BOARD shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction.
- K. "Unserved Areas" shall have the meaning defined in RCW 43.330.530(18).
- L. "Maintained for Public Use" for purposes of this AGREEMENT shall mean private entity recipients of BOARD broadband funding shall be required to enter into a minimum fifteen (15) year Indefeasible Rights of Use Agreement (IRU) that includes rights of the BOARD to sub-lease the infrastructure that is subject to the IRU, for purposes of connecting unserved areas.

1.3 **AUTHORITY**

Acting under the authority of RCW 43.155.160, the CONTRACTOR is awarded BOARD broadband construction funding for an approved broadband construction project.

1.4 **CHANGE OF OWNERSHIP OR USE FOR CONTRACTOR-OWNED PROPERTY**

The CONTRACTOR understands and agrees that any or all assets acquired, constructed, or otherwise improved by the CONTRACTOR using the funds under this CONTRACT shall be held and used by the CONTRACTOR for the purposes stated in the Scope of Work shown on the Declarations page for a period of at least fifteen (15) years from the date the final payment is made.

In the event that the CONTRACTOR decides to change or transfer ownership of any or all assets acquired or constructed in whole or in part, or otherwise improved by the CONTRACTOR using state funds under this CONTRACT, the CONTRACTOR agrees that any such decision or action must be submitted in writing and approved by BOARD in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the CONTRACTOR is found to be out of compliance with this section, the CONTRACTOR shall repay the principal amount of the CONTRACT as stated in the Declarations plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject asset was authorized. Repayment shall be made pursuant to Section 2.33 Recapture Provision.

1.5 COMPETITIVE BIDDING REQUIREMENTS

The CONTRACTOR shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.6 AGREEMENT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this AGREEMENT will be suspended effective July 1. The CONTRACTOR shall immediately suspend work under this AGREEMENT and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the CONTRACTOR immediately upon lifting of the AGREEMENT suspension.

1.7 DEFAULT IN REPAYMENT

Loan repayments shall be made on the loan in accordance with Section 1.19 of this AGREEMENT. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The CONTRACTOR acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the CONTRACTOR of such delinquency.

The CONTRACTOR shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 DOCUMENTATION AND SECURITY

The provisions of this section shall apply to private entity broadband projects. To ensure a grant or loan to a private entity under this section primarily serves the public interest and benefits the public, any such grant or loan must be conditioned on a guarantee that the asset or infrastructure to be developed will be maintained for public use (definition: Section 1.2(E)) for a period of at least fifteen (15) years (RCW 43.155.160(10)).

A. This AGREEMENT shall be evidenced and secured by a security instrument in favor of BOARD guaranteeing public use for at least fifteen (15) years. Form of security will be as negotiated by the Parties to this AGREEMENT, and include an Indefeasible Right of Use (IRU).

- B. Term of the IRU. The IRU shall remain in full force and effect for a period of at least fifteen (15) years following the completion of the project funded in whole or in part under this AGREEMENT. Upon satisfaction of the fifteen-year public benefit requirement and all other grant or loan terms and conditions, BOARD shall, upon written request of the CONTRACTOR, take appropriate action to reconvey or release the security instrument.
- C. The IRU will be provided no later than the date of final payment under this AGREEMENT, and shall remain in effect for a period at least 15 years after the date the project is complete and in service.

1.9 ELIGIBLE PROJECT COSTS

AGREEMENT funds must be directly related to the scope of work of the project being financed by the BOARD. ELIGIBLE COSTS for reimbursement shall mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this AGREEMENT. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the AGREEMENT Award or Amendment Face Sheet. Eligible project activities and costs include the following:

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- CONSTRUCTION LABOR (from external sources only) and materials;
- demolition/site preparation;
- capitalized equipment;
- CONSTRUCTION MANAGEMENT (from external sources only);
- landscaping; and
- COSTS DIRECTLY ASSOCIATED WITH PROPERTY ACQUISITION (real property when purchased specifically for the project, and associated costs)

A partial list of INELIGIBLE COSTS are outlined in section 1.2

These terms supersede the terms in Section 2.2 Allowable Costs.

1.10 HISTORICAL AND CULTURAL RESOURCES

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

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

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

The AGREEMENT shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

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

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

In the event that the Contractor finds it necessary to amend the Scope of Work the AGREEMENT may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.11 ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment 1 – Project Scope of Work
- Attachment 2 – Attorney Certification

1.12 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

If the CONTRACTOR is a state or local entity, the BOARD makes no claim to any real property improved or constructed with funds awarded under this AGREEMENT and does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this AGREEMENT. This provision does not extend to claims that BOARD may bring against the CONTRACTOR in recapturing funds expended in violation of this AGREEMENT.

If CONTRACTOR is a private entity it shall provide an IRU to the BOARD as set forth in Section 1.8.

1.13 PROJECT COMPLETION AMENDMENT AND CERTIFIED PROJECT COMPLETION REPORT

The CONTRACTOR shall complete a Certified Project Completion Report when all activities identified in the SCOPE OF WORK are complete. The BOARD will supply the CONTRACTOR with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared SCOPE OF WORK, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or AGREEMENT work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project, as appropriate.

The CONTRACTOR will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan or grant amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the SCOPE OF WORK and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this AGREEMENT determining the final loan and/or grant amount, local share, term, and interest rate.

1.14 PROJECT SIGNS

If the CONTRACTOR displays, during the period covered by this AGREEMENT, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the BOARD as a participant in the project.

1.15 PUBLIC USE – PRIVATE APPLICANTS ONLY

“PUBLIC USE” any grant or loan to a private entity is conditioned upon a guarantee that the asset or infrastructure to be developed will be maintained for public use for a period of at least fifteen (15) years. PUBLIC USE is defined as that the portion of the broadband network funded in whole or in part by the BOARD shall remain available to connect unserved areas for a period of not less than fifteen (15) years from the date of completed construction. The Public Use condition will be satisfied by CONTRACTOR’s provision of an IRU to the BOARD as set forth in Section 1.8.

1.16 PURPOSE

The Board and the CONTRACTOR have entered into this AGREEMENT to undertake a broadband construction project that furthers the goals and objectives of the BOARD Broadband Program. The project will be undertaken by the CONTRACTOR and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The project must be undertaken in accordance with the terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this AGREEMENT as though set forth fully herein.

1.17 RECAPTURE

In addition to the recapture provisions in Section 2.32, the right to recapture, shall exist for a period not to exceed six (6) years following AGREEMENT termination or until the end of any applicable use period in Section 1.15, whichever is longer. In the event that the BOARD is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs thereof, including attorney's fees.

1.18 REIMBURSEMENT PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this AGREEMENT is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Thereafter, subject to the availability of funds, warrants shall be issued to the CONTRACTOR for reimbursement of allowable expenses incurred by the CONTRACTOR while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The BOARD shall reimburse the CONTRACTOR for eligible project expenditures up to the maximum funding amount under this AGREEMENT, as identified in Section 1.9. When requesting reimbursement for costs incurred, the CONTRACTOR shall complete a digital Invoice Voucher (Form A19) referencing the SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the CONTRACTOR with authority to bind the CONTRACTOR. CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD'S Broadband Construction Policies Handbook, which is incorporated by reference.

Requests for reimbursements for costs related to construction activities will not be accepted until the CONTRACTOR provides:

- Proof of compliance with Governor's Executive Order 21-02- or Section 106 of the National Historic Preservation Act, as described in Section 1.10, and
- Signed BOARD Notice of AGREEMENT Award and Notice to Proceed, which follows the formal award of a construction AGREEMENT.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD's Broadband Construction Policies Handbook, preferably monthly but at least quarterly.

When requesting reimbursement for expenditures made, CONTRACTOR shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the CONTRACTOR has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

The BOARD will pay the CONTRACTOR upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD.

If the CONTRACTOR receives funding in the form of both a grant and a loan, the CONTRACTOR shall bill to the loan and grant proportionally until and if one of the funds are exhausted at which time the remaining funds will be expensed.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be disbursed electronically to the CONTRACTOR.

The BOARD may, at its sole discretion, terminate the AGREEMENT or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by the BOARD.

BOARD funds are disbursed on reimbursement only basis for eligible costs within the approved project's scope of work. BOARD funds will be reimbursed and CONTRACTOR's matching funds must be expended by CONTRACTOR in the amounts and as identified on the Declarations Page.

Reimbursement includes both invoices that have been paid and invoices due within 30 days of reimbursement request. The BOARD shall not release the final five (5) percent of the total funding amount until acceptance by the BOARD of project completion report.

Duplication of Billed Costs. If the CONTRACTOR is entitled to payment or has been or will be paid by another source for an eligible project cost, then the CONTRACTOR shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its SUBCONTRACTORS.

In no event shall the total BOARD loan and/or grant exceed one hundred percent (100%) of the eligible actual project costs. At the time of project completion, the CONTRACTOR shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final BOARD disbursement shall bring the total loan/grant to the lesser of one hundred percent (100%) of the eligible project costs or the total declared funding under this AGREEMENT. The Project Completion Amendment shall serve as an amendment to this AGREEMENT determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the CONTRACTOR has received BOARD monies in excess of one hundred percent (100%) of eligible costs, all funds in excess of one hundred percent (100%) shall be repaid to the BOARD by payment to the BOARD, or its successor, together with the submission of the Project Completion Amendment.

1.19 REPAYMENT OF LOANS

Repayment of any loan under this AGREEMENT shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the CONTRACTOR. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero (0).

Loan repayment installments are due on the day and month identified under the term "**PAYMENT MONTH**" on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of AGREEMENT execution. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the **PAYMENT**

MONTH. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

In the event that the BOARD approves the CONTRACTOR's request for a new system deferral as outlined in Section 1.27, then the first loan repayment is due twenty-four (24) months after AGREEMENT execution. Interest still accrues on any warrants issued during the deferral period. The first payment shall consist of accrued interest only and will be charged once a warrant has been issued prior to the PAYMENT MONTH. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The CONTRACTOR has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The CONTRACTOR will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce or its successor.

1.20 REPORTS

The CONTRACTOR shall furnish BOARD reporting requirements, in accordance with the Broadband Construction Policies Handbook, which may include:

- A. Monthly Project Progress Reports;
- B. Estimated Quarterly Expenditures Report;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project;
- E. Other reports as the BOARD may require.

1.21 SPECIAL CONDITIONS

If Additional Special Conditions are listed on the CONTRACT Declarations Page then those conditions are herein incorporated as part of the terms and requirements of this CONTRACT.

1.22 SUB-CONTRACTOR DATA COLLECTION

CONTRACTOR will submit monthly progress reports, in a form and format consistent with the template to be provided by the BOARD and regarding work under this AGREEMENT performed by sub-contractors and the portion of the AGREEMENT funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.23 TERMINATION FOR CAUSE

If the CONTRACTOR fails to comply with the terms of this AGREEMENT, or fails to use the loan proceeds only for those activities identified in the SCOPE OF WORK, the BOARD may terminate the AGREEMENT in whole or in part at any time. The BOARD shall notify the CONTRACTOR in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the CONTRACTOR's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.42 Termination for Cause.

1.24 TERMINATION FOR CONVENIENCE

The BOARD may suspend or terminate this AGREEMENT in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this AGREEMENT. Termination will be effective when the BOARD sends written notice of termination to the CONTRACTOR. Nothing in this section shall affect the CONTRACTOR's obligation to repay the unpaid balance of the loan.

In lieu of termination for convenience, this AGREEMENT may be amended to reflect limitations and conditions of funding in appropriations of state funds available for this AGREEMENT.

These terms supersede the terms in Section 2.43 Termination for Convenience.

1.25 TERM OF LOAN

If the CONTRACTOR is awarded a loan, the BOARD shall fund the CONTRACTOR a sum not to exceed the LOAN AMOUNT shown on the AGREEMENT Face Sheet and declared on the AGREEMENT Declarations Page. The interest rate shall be the declared INTEREST RATE per annum on the outstanding principal balance. The length of the loan shall not exceed the declared LOAN TERM in years, with the final payment due by the AGREEMENT END DATE as shown on the AGREEMENT Face Sheet.

1.26 TIME OF PERFORMANCE

No later than Forty-eight (48) months after the date of AGREEMENT execution the CONTRACTOR must reach project completion.

Failure to meet Time of Performance shall constitute default of this AGREEMENT. In the event of extenuating circumstances, the CONTRACTOR may request from the BOARD, in writing, an extension to the deadline for project completion. Requests for extension must be submitted not less than 60 days prior to project completion deadline. The BOARD may extend the deadline, at its sole discretion. The BOARD considers extension requests on a case-by-case basis.

The term of this AGREEMENT shall be for the entire term of the grant or loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.27 TWO-YEAR DEFERRAL FOR START-UP SYSTEMS

A deferral must be requested by the CONTRACTOR and approved by the BOARD. An approved deferral shall be for a period of up to twenty-four (24) months.

A new or start-up broadband system is defined as a project that includes a minimum of fifty percent (50%) of the project plan for this AGREEMENT.

Interest accrues for the aforementioned twenty-four (24) months. The accrued interest only payment is due October 31st of the third (3rd) year of the loan term. Regular interest and principal payments are due annually on October 31st beginning the fourth (4th) year of the loan term.

1.28 CULTURALLY RELEVANT SERVICES

In performing work pursuant to any AGREEMENT, the CONTRACTOR may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the CONTRACTOR'S Nation or other tribes, in accordance with tribal laws and policies.

1.29 TRIBAL HIRING PREFERENCE AND EMPLOYMENT PRACTICES

The CONTRACTOR may give preference in its hiring and employment practices to members of the CONTRACTOR, or other tribes, who have met all requirements for that position, including, state requirements, and as may be provided by tribal laws and policies.

1.30 SOVEREIGN IMMUNITY

Nothing in this AGREEMENT, including any Exhibits hereto, nor any action taken by the Tribe or any of its officers, agents, or employees in connection with this AGREEMENT shall be deemed to be a waiver of the sovereign immunity of the Tribe unless such waiver is explicit and in writing, and fully complies with all tribal and federal requirements for the waiver of such immunity.

1.31 AUDITS

- A. If requested by the BOARD at any time during the contract period and six (6) years following termination of the AGREEMENT, Contractor will obtain an audit, at its own expense and based on the following guidelines:
 - 1. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
 - 2. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
 - 3. The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
 - 4. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- B. In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- D. The Contractor shall include the above audit requirements in any subcontracts.
- E. In any case, the Contractor's financial records must be available for review by the BOARD.

Part 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the BOARD Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "BOARD" shall mean the Washington State Public Works BOARD created in RCW 43.155.030, and which is a Party to the AGREEMENT
- C. "Commerce" shall mean the Department of Commerce.
- D. "CONTRACTOR" shall mean the entity identified on the face sheet AGREEMENT, and shall include all employees and agents of the CONTRACTOR.
- E. "PERSONAL INFORMATION" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "STATE" shall mean the state of Washington.
- G. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this AGREEMENT under a separate AGREEMENT with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(s) in any tier.
- H. "TRIBAL LAW" means the resolutions, law, codes, and/or ordinances enacted by the CONTRACTOR executing this AGREEMENT, and any of the CONTRACTOR's tribal court decisions interpreting the same. All references in this AGREEMENT to tribal law shall include any successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.

2.2 ALLOWABLE COSTS

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

2.3 ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the Parties. 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 hereto.

2.4 AMENDMENTS

This AGREEMENT may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35 (not applicable to Tribes)

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

2.6 APPROVAL

This AGREEMENT shall be subject to the written approval of the BOARD and shall not be binding until so approved. The AGREEMENT may be altered, amended, or waived only by a written amendment executed by both Parties.

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce AGREEMENT terms, each Party agrees to bear its own attorney's fees and costs.

2.9 BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant or loan is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this AGREEMENT shall be established as follows:

- A. CONTRACTOR purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. CONTRACTOR purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

2.10 CODE REQUIREMENTS

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

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the CONTRACTOR by the BOARD that is designated as "confidential" by the BOARD;

2. All material produced by the CONTRACTOR that is designated as “confidential” by the BOARD; and
 3. All personal information in the possession of the CONTRACTOR that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The CONTRACTOR shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CONTRACTOR shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The CONTRACTOR shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CONTRACTOR shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this AGREEMENT whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The CONTRACTOR shall make the changes within the time period specified by the BOARD. Upon request, the CONTRACTOR shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the CONTRACTOR against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The CONTRACTOR shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

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

2.13 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this AGREEMENT if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23; or any similar statute involving the CONTRACTOR or any private action that would constitute such violation if undertaken by a state officer or employee, in the procurement of, or performance under this AGREEMENT.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The CONTRACTOR and their SUBCONTRACTOR(s) must identify any person employed in any capacity by the state of Washington that worked on the BOARD Broadband Program including but not limited to formulating or drafting the legislation, participating in grant or loan procurement planning and execution, awarding grant or loans, and monitoring loans, during the twenty-four (24) month period preceding the start date of this Grant or Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant or Loan.

In the event this AGREEMENT is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the AGREEMENT by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

2.14 COPYRIGHT

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

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

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

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

2.15 DISALLOWED COSTS

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

2.16 DISPUTES

Except as otherwise provided in this AGREEMENT, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;

- state the disputed issues;
- state the relative positions of the Parties;
- state the CONTRACTOR's name, address, and AGREEMENT number; and
- mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the Parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the BOARD Chair or the BOARD Chair's designee and the requestor within five (5) working days.

The BOARD Chair or designee shall review the written statements and reply in writing to both Parties within ten (10) working days. The BOARD Chair or designee may extend this period if necessary by notifying the Parties.

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

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

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

2.17 DUPLICATE PAYMENT

The CONTRACTOR certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other AGREEMENT, SUBCONTRACT, or other source.

2.18 GOVERNING LAW AND VENUE

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

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, the BOARD, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees.

The CONTRACTOR's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or

employees and (b) the CONTRACTOR, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR or its subcontractors, agents, or employees

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

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The Parties intend that an independent CONTRACTOR relationship will be created by this AGREEMENT. The CONTRACTOR and its employees or agents performing under this AGREEMENT are not employees or agents of the state of Washington or the BOARD. The CONTRACTOR will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

2.21 INDUSTRIAL INSURANCE COVERAGE

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

2.22 INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the CONTRACTOR or SUBCONTRACTOR, or agents of either, while performing under the terms of this AGREEMENT. Failure to maintain the required insurance coverage may result in termination of this AGREEMENT.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The CONTRACTOR shall instruct the insurers to give BOARD thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The CONTRACTOR shall submit to the BOARD within fifteen (15) calendar days of a written request by BOARD, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the AGREEMENT, if required or requested, the CONTRACTOR shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The CONTRACTOR shall provide insurance coverage that shall be maintained in full force and effect during the term of this AGREEMENT, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of AGREEMENT activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any SUBCONTRACTORS provide adequate insurance coverage for the activities arising out of SUBCONTRACTS.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the CONTRACTOR for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this AGREEMENT shall be \$2,000,000 or the highest of planned reimbursement for the AGREEMENT period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the BOARD as beneficiary.
- B. SUBCONTRACTORS that receive \$10,000 or more per year in funding through this AGREEMENT shall secure fidelity insurance as noted above. Fidelity insurance secured by SUBCONTRACTORS pursuant to this paragraph shall name the CONTRACTOR and the CONTRACTOR's fiscal agent as beneficiary.
- C. The CONTRACTOR shall provide, at BOARD's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that BOARD will be provided thirty (30) days advance written notice of cancellation.

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

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from BOARD, the CONTRACTOR may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from BOARD, the CONTRACTOR shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. CONTRACTOR's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third Parties as additional insured.

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

2.23 LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020(1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-campaign finances-lobbying, RCW 42.17A.
- E. Discrimination-human rights commission, RCW 49.60.
- F. Ethics in public service, RCW 42.52.
- G. Growth Management, RCW 36.70A
- H. Interlocal Cooperation Act, RCW 39.34
- I. Noise Control, RCW 70.107
- J. Office of Minority and Women’s Business Enterprises, RCW 39.19 and WAC 326-02.
- K. Open Public Meetings Act, Chapter RCW 42.30.
- L. Prevailing Wages on Public Works, RCW 39.12
- M. Public Works Projects, RCW 43.155
- N. Public Records Act, Chapter 42.56 RCW.
- O. State Budgeting, Accounting, and Reporting System, RCW 43.88
- P. State Executive Order 21-02 Archaeological and Cultural Resources.

2.24 LICENSING, ACCREDITATION AND REGISTRATION

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

2.25 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT.

2.26 LOCAL PUBLIC TRANSPORTATION COORDINATION

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

2.27 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

Nondiscrimination Requirement: During the term of this AGREEMENT, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

Obligation to Cooperate: Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this AGREEMENT pursuant to RCW 49.60.530(3).

Default: Notwithstanding any provision to the contrary, THE BOARD may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state THE BOARD investigation into alleged discrimination prohibited by this AGREEMENT, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until THE BOARD receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), THE BOARD may terminate this AGREEMENT in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

Remedies for Breach: Notwithstanding any provision to the contrary, in the event of AGREEMENT termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for AGREEMENT 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. THE BOARD shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe THE BOARD for default under this provision.

The funds provided under this AGREEMENT may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this AGREEMENT.

2.28 PAY EQUITY

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

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** CONTRACTOR may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This AGREEMENT may be terminated by the BOARD, if the BOARD, Commerce, or the Department of Enterprise Services determines that the CONTRACTOR is not in compliance with this provision.

2.29 POLITICAL ACTIVITIES

Political activity of CONTRACTOR employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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

2.30 PREVAILING WAGE LAW

The CONTRACTOR certifies that all CONTRACTORS and SUBCONTRACTORS performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this AGREEMENT, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the BOARD's review upon request.

2.31 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds 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 funds 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.

2.32 PUBLICITY

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

2.33 RECAPTURE

In the event that the CONTRACTOR fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the CONTRACTOR of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this AGREEMENT.

2.34 RECORDS MAINTENANCE

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.35 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the CONTRACTOR shall complete registration with the Washington State Department of Revenue.

2.36 RIGHT OF INSPECTION

At no additional cost all records relating to the CONTRACTOR's performance under this AGREEMENT shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this AGREEMENT. The CONTRACTOR shall provide access to its facilities for this purpose.

2.37 SAVINGS

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

2.38 SEVERABILITY

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

2.39 SUBCONTRACTING

The Parties acknowledge and agree that CONTRACTOR may undertake all or part of the work under this AGREEMENT through SUBCONTRACTORS. CONTRACTOR shall be solely responsible for the selection and management of SUBCONTRACTORS.

If CONTRACTOR engages in subcontracting, the CONTRACTOR shall maintain written procedures related to subcontracting, as well as copies of all SUBCONTRACTS and records related to SUBCONTRACTS. For cause, the BOARD in writing may: (a) require the CONTRACTOR to amend its subcontracting procedures as they relate to this AGREEMENT; (b) prohibit the CONTRACTOR from subcontracting with a particular person or entity; or (c) require the CONTRACTOR to rescind or amend a SUBCONTRACT.

Every SUBCONTRACT shall bind the SUBCONTRACTOR to follow all applicable terms of this AGREEMENT. The CONTRACTOR is responsible to the BOARD if the SUBCONTRACTOR fails to comply with any applicable term or condition of this AGREEMENT. The CONTRACTOR shall appropriately monitor the activities of the SUBCONTRACTOR to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a SUBCONTRACT operate to release or reduce the liability of the CONTRACTOR to the BOARD for any breach in the performance of the CONTRACTOR's duties.

Every SUBCONTRACT shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a SUBCONTRACTOR's performance of the SUBCONTRACT.

2.40 SURVIVAL

The terms, conditions, and warranties contained in this AGREEMENT that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this AGREEMENT shall so survive.

2.41 TAXES

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

2.42 TERMINATION FOR CAUSE

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

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

BOARD reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation

of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by BOARD to terminate the AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.43 TERMINATION FOR CONVENIENCE

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

2.44 TERMINATION PROCEDURES

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

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

- A.** Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B.** Place no further orders or SUBCONTRACTS for materials, services, or facilities except as may be necessary for completion of such portion of the work under the AGREEMENT that is not terminated;
- C.** Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the CONTRACTOR under the orders and SUBCONTRACTS so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and SUBCONTRACTS, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the AGREEMENT had been completed, would have been required to be furnished to the BOARD;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the CONTRACTOR and in which the BOARD has or may acquire an interest.
- H.** Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay

any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

2.45 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain in the BOARD. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest in the BOARD upon delivery of such property by the CONTRACTOR

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

All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents or SUBCONTRACTORS.

2.46 WAIVER

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

ATTACHMENT I: PROJECT SCOPE OF WORK

This Project will design and construct 377 miles of fiber in rural Jefferson County. Construction includes termination of the fiber to an ONU inside the home or business. The PON network will deliver 10/10Gbps at capacity. This Project is for Match due to increased costs for the Olympic Fiber Corridor, Inbetweens, and the Jefferson North Fiber Project.

ATTACHMENT II: ATTORNEY CERTIFICATION

***PUBLIC WORKS BOARD
BROADBAND CONSTRUCTION PROGRAM***

CONTRACTOR: Public Utility District No. 1 of Jefferson County

AGREEMENT Number: PBC24-96104-002

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the «Legal_Name» (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the AGREEMENT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to AGREEMENT with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD financial assistance and to provide for repayment of the loan as set forth in the AGREEMENT.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the AGREEMENT.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Joel Paisner
Name