



Meeting Date:
Agenda Item No:

<u>Kitsap County Board of Commissioners</u>			
Office/Department:		Commissioners	
Staff Contact:		Eric Baker	
Agenda Item Title:		KC-438-23 - SUBRECIPIENT AGREEMENT BETWEEN KITSAP COUNTY AND PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY	
Recommended Action:		Approve KC-438-23 - SUBRECIPIENT AGREEMENT BETWEEN KITSAP COUNTY AND PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY	
Summary:	Kitsap County is distributing American Recovery Plan Act funding to agencies and organizations helping our community respond to the impacts of the COVID pandemic. One such project is the expansion of broadband services into our unserved and underserved communities. Public Utilities District No. 1 will use this funding to expand middle-mile broadband facilities (up to 21 Fiber to the Home (FTTH) distribution nodes) to areas throughout Kitsap County. This will assist in future connection of homes in our urban and rural areas providing fast and reliable broadband service. These funds are to be obligated by December 31, 2024 and the projects completed by June 30, 2026.		
Attachments:	1. Contract Review Sheet 2. Contract		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:		\$6,600,000	
Related Revenue for this specific action:		\$0	
Cost Savings for this specific action:		\$0	
Net Fiscal Impact:		\$6,600,000	
Source of Funds:		ARPA	
Fiscal Impact for Total Project			
Project Costs:		\$6,600,000	
Project Costs Savings:		\$0	
Project Related Revenue:		\$0	
Project Net Total:		\$6,600,000	
Office/Departmental Review & Coordination			
Office/Department		Elected Official/Department Director	
Commissioners			
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION <small>(for Contract Signing Authority, see KCC 3.56.075)</small>			
1. Contractor	Public Utilities District No. 1 for Kitsap County		
2. Purpose	Subrecipient agreement between Kitsap County and Public Utility District no. 1 of Kitsap County for the Kitsap PUD Residential Fiber to the Home Distribution Node Project		
3. Contract Amount	\$6,600,000	Disburse	<input checked="" type="checkbox"/> <input type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	12/1/21-6/30/26		
5. Contract Administrator	Eric Baker	Phone	13603374495
6. Contract Control No.	KC-438-23		
7. Fund Name	ARPA		
8. Payment from-Revenue to Program/Revenue or Spend Category	1653.5419.G000480.T000559		
Approved:		Date	
Department Director/Elected Official			
B. AUDITOR – Funding Review			
1.	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved		
Reviewer	Mia A. Alexander	Date	8/31/2023
2. Comments:			
C. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review			
1.	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved		
Reviewer	Timothy M. Perez	Date	8/31/2023
2. Comments:			
D. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review			
1.	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved		
Reviewer	Aimée Campbell	Date	09/06/2023
2. Comments:			
E. HUMAN RESOURCES – Human Resources Director Review <small>Signature only required if union or employment contract</small>			
1.	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		
Reviewer		Date	
2. Comments:			
F. INFORMATION SERVICES – Information Services Director Review <small>Signature only required if technology contract</small>			
1.	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		
Reviewer		Date	
2. Comments:			
G. PROSECUTING ATTORNEY			
1.	<input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form		
Reviewer	Susan Rogers	Date	8.31.2023
2. Comments: See email comment			

Date Approved by Authorized Contract Signer:

RETURN SIGNED ORIGINALS TO:

Date _____

Alexandra Jarrett @ MS- 4

KC-438-23
FACE SHEET
KITSAP COUNTY

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(1) Subrecipient Name: Public Utility District #1 of Kitsap County	(2) Unique Entity Identifier: JJXPLDAE65D4	Project Identification Number: ARPA - 015
(3) Federal Award Identification No. (FAIN): SLFRP1192	(5) Subaward Period of Performance (Start & End Date): December 1, 2021 to June 30, 2026	(6) Subaward Budget Period (Start & End Date): December 1, 2021 to June 30, 2026
(4) Federal Award Date: May 18, 2021		
(7) Amount of Federal Funds Obligated by this Action: \$ 6,600,000.00		(8) Total Amount of Federal Funds Obligated: \$ 6,600,000.00
(9) Total Amount of the Federal Award Committed to the Subrecipient: \$ 6,600,000.00		
(10) Federal Award Project Description: Kitsap PUD Residential Fiber to the Home Distribution Node Project		
(11a) Name of Federal Awarding Agency: United States Department of the Treasury	(11b) Name of Pass-Through Entity: Kitsap County	
(12) Assistance Listing Number & Title: CFDA 21.027	(13) Research & Development Award? No	
(14) Indirect Cost Rate for the Federal Award: None	Award Payment Method (Lump Sum or Reimbursement): Reimbursement	
Signing Statement: Kitsap County and Subrecipient, as defined above, acknowledge and accept the terms of this Subrecipient Agreement on the date below. The rights and obligations of both parties to this Subaward are governed by this Agreement and the following other documents incorporated by reference: Attachment A - Federal Contract Terms; Attachment B - Scope of Work; Attachment C - Cost Certification & Reimbursement Request Form; Attachment D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions; Attachment E - Civil Rights Certification; Attachment F - Lobbying Certification & Lobbying Disclosure; and Attachment G - Prevailing Wage.		
FOR KITSAP COUNTY _____ Charlotte Garrido Chair, Board of County Commissioners _____ Date		FOR SUBRECIPIENT _____ Angela Bennink General Manager _____ Date

FACE SHEET

CONTINUED

KITSAP COUNTY

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)

CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(11c) Contact Information:	
PASS-THROUGH AGENCY	SUBRECIPIENT AGENCY
Financial Contact:	Financial Contact:
Name/Title: <u>Aimée Campbell, Financial Analyst</u>	Name/Title: <u>Yumi Maule/Finance Director</u>
Mailing Address: <u>614 Division Street, MS-7</u> <u>Port Orchard, WA 98366</u>	Address: <u>1431 NW Finn Hill Road</u> <u>Poulsbo, WA 98370</u>
Phone: <u>(360) 697-4097</u>	Phone: <u>(360) 536-5265</u>
Fax: <u>(360) 337-7052</u>	Fax: <u>NA</u>
Email: <u>acampbel@kitsap.gov</u>	Email: <u>ymaule@kpud.org</u>
Program Manager:	Project Manager:
Name/Title: <u>Eric Baker, Dep. County Administrator</u>	Name/Title: <u>Peter Dressel/Contracts and Compliance Manager</u>
Address: <u>614 Division Street, MS-7</u> <u>Port Orchard, WA 98366</u>	Address: <u>1431 NW Finn Hill Road</u> <u>Poulsbo, WA 98370</u>
Phone: <u>(360) 337-4495</u>	Phone: <u>360-626-7746</u>
Fax: <u>(360) 337-7052</u>	Fax: <u>NA</u>
Email: <u>ebaker@kitsap.gov</u>	Email: <u>pdressel@kpud.org</u>
Authorized Representative:	Authorized Representative:
Name/Title: <u>Charlotte Garrido; Chair, BoCC</u>	Name/Title: <u>Angela Bennink, General Manager</u>
Address: <u>614 Division Street, MS-7</u> <u>Port Orchard, WA 98366</u>	Address: <u>1431 NW Finn Hill Road</u> <u>Poulsbo, WA 98370</u>
Phone: <u>(360) 337-7080</u>	Phone: <u>(360) 626-7760</u>
Fax: <u>(360) 337-7052</u>	Fax: <u>NA</u>
Email: <u>kitsapcommissioners@kitsap.gov</u>	Email: <u>angela@kpud.org</u>

SUBRECIPIENT AGREEMENT BETWEEN

KITSAP COUNTY AND PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP COUNTY

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made between Kitsap County, a Washington state political subdivision (“County”) and Public Utility District No. 1 of Kitsap County, (“Subrecipient”).

RECITALS

WHEREAS, the County is a recipient of certain Coronavirus Local Fiscal Recovery Funds (“ARPA Funds”) which are to be disseminated and used in compliance with section 602(c) and 603(c) of the Social Security Act (“Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury regulations implementing that section and the guidance issued by the U.S. Department of Treasury published in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule: Frequently Asked Questions issued January 2022, all collectively referred to herein as “ARPA Rules”.

WHEREAS, the Subrecipient has submitted a written request to the County for ARPA Funds to be used for the authorized purpose identified in the Scope of Work.

WHEREAS, the parties desire to execute this Agreement to address the respective requirements of each for the receipt and use of the ARPA Funds.

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

SECTION 1. TERM

- 1.1 The Agreement will become effective on December 1, 2021, and terminate on June 30, 2026, subject to available funding, unless terminated or extended as provided herein. In no event will the Agreement become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SUBRECIPIENT SCOPE OF WORK

- 2.1 Subrecipient. For purposes of this Agreement, a Subrecipient means a non-Federal entity that receives a subaward from Kitsap County, a pass-through entity, to carry out part of a Federal Program; but does not include an individual that is a beneficiary of such program. 45 CFR § 75.2
- 2.2 Scope of Work. The Subrecipient accepts receipts of ARPA Funds and agrees to complete the “Project” as described in Attachment B (Scope of Work).

- 2.3 Changes in Scope of Work. No change(s) shall be made to the Scope of Work except by written amendment to the Agreement.
- 2.4 Subrecipient Capacity. Subrecipient agrees and confirms that it has the institutional, managerial, and financial capacity to ensure proper planning, management, and completion of the Project as provided herein.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1 Compensation. Subject to the terms, covenants, and conditions of this Agreement, the County will pass through to the Subrecipient the amount of ARPA Funds not to exceed the amount identified on the Face Sheet box 8 to be used as provided herein.
- 3.2 Scope of Eligible Expenditures, No Supplanting. Subrecipient agrees to utilize ARPA Funds available under this Agreement only to reimburse for eligible expenditures and as provided in this Agreement. No funds may be used to reimburse expenditures reimbursed under any other federal or state program, or from any other third-party source. Wrongful expenditure of the funds will constitute a breach of this Agreement and the County shall have the right to terminate this Agreement under the terms and conditions specified herein.
- 3.3 Reimbursement for Travel. Subrecipient will not be reimbursed for travel that is not identified in the attached Scope of Work, without the prior written consent of the County. To be reimbursable under this agreement, travel costs must be incurred pursuant to both the cost principles found in 2 CFR 200.475 – Travel Costs, as well as the Subrecipient's own established travel policy, a copy of which must be provided to the County.
- 3.4 Invoice. Subrecipient will submit a monthly invoice to the County, no later than the 15th day following the end of each month, as identified below, for reimbursement of expenses incurred during the reporting period. Subrecipient will use the Reimbursement Request Form provided by the County and submit for reimbursement in the form and manner requested by the County. Subrecipient will notify the County prior to the due date if they will not be submitting for reimbursement because no expenses were incurred in the prior month. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

FOR MONTH ENDING	REIMBURSEMENT REQUEST DUE
January 31	February 15
February 28/29	March 15
March 31	April 15
April 30	May 15
May 31	June 15
June 30	July 15
July 31	August 15
August 31	September 15
September 30	October 15
October 31	November 15

November 30	December 15
December 31	January 15

- 3.5 Subrecipient Certification. By signing this Agreement, the Subrecipient certifies that it understands that this Agreement is funded in whole or in part with ARPA Funds and subject to all ARPA Rules, and other laws, rules, and regulations normally associated with federally funded programs and any other requirements of law for receipt and use of ARPA Funds and Subrecipient agrees to comply with the same.
- 3.6 No Advance Payment. No advance payments shall be made for any products or services furnished by the Subrecipient pursuant to this Agreement.
- 3.7 Overpayments. Subrecipient promptly shall refund to County the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty days of discovery of such an error.
- 3.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458 may not be paid with funding from this award.

SECTION 4. PERFORMANCE MONITORING

- 4.1 The County will monitor the performance of the Subrecipient. Monitoring which shall include without limitation tracking project performance, reviewing payment requests for applicable costs, managing the timely pass-through of ARPA Funds, overseeing compliance with ARPA Rules and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified by the County, contract suspension or termination procedures will be initiated.

SECTION 5. ADMINISTRATIVE AND REPORTING REQUIREMENTS

- 5.1 Quarterly Performance Report. Subrecipient shall provide the County with a quarterly performance report by the last day of the month following the end of the quarter as identified below.

FOR CALENDAR QUARTER ENDING	QUARTERLY PERFORMANCE REPORT DUE
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 5.2 Close-Out Report. Subrecipient is responsible for the close out of the ARPA Funds. Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, without limitation: making

final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), completing the final reimbursement request, and determining the custodianship of records. The Subrecipient shall submit the Close-Out Report within sixty (60) days of completion of the project or August 31, 2026, whichever occurs first.

- 5.3 Accounting. Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 C.F.R part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Subrecipient's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of ARPA Funds; records which adequately identify the source and application of ARPA Funds provided for financially assisted activities; effective control over and accountability for ARPA Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. Subrecipient shall comply with applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).
- 5.4 Cost Principles. The Subrecipient will administer its program in conformance with 2 CFR 200 Subpart E – *Cost Principles*. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- 5.5 Duplication of Costs. The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.
- 5.6 Procurement. Subrecipient shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. Subrecipient shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with ARPA Funds.
- 5.7 Internal Controls. Subrecipient should operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Subrecipient's financial policies and lines of authority may be reviewed by the County upon request for monitoring purposes.
- 5.8 Technical Assistance. If, at any time, Subrecipient believes its capacity is compromised or Subrecipient otherwise needs any sort of assistance, it shall immediately notify the County. The County will make good faith efforts to provide timely technical assistance to the

Subrecipient to bring the Agreement into compliance.

- 5.9 Equipment Purchase. Any equipment to be purchased with a cost of \$5,000, or more, per item, shall be specifically and individually identified in the attached Scope of Work and preauthorization shall be obtained from the County prior to purchase.
- 5.10 Equipment Maintenance. Subrecipient shall be responsible for the proper care and maintenance of all equipment purchased using ARPA Funds, including securing and insuring such equipment.
- 5.11 Equipment Ownership. The Subrecipient shall ensure that all such equipment is returned to the County upon termination of this Agreement unless otherwise agreed to by the parties.
- 5.12 Reporting. Subrecipient agrees to comply with any reporting obligations established by the County and/or Treasury, as it relates to this Agreement.

SECTION 6. MAINTENANCE OF RECORDS, AUDITS, AND INSPECTIONS

- 6.1 Inspection, Review, or Audit. Subrecipient shall maintain all records and financial documents required by federal and state law that are pertinent to the activities to be funded under this Agreement for six (6) years after the last date that all funds have been expended or returned to the County, whichever is later, to ensure proper accounting for all funds and compliance with the Agreement. Records shall be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Such records shall include without limitation:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Recovery Funds;
 - e. Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and
 - f. Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331
 - g. Records sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

All subrecipients records and documents (electronic and otherwise) with respect to all matters covered by this Agreement shall be subject to access, inspection, review, and audit (electronic and otherwise) by the County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, unless otherwise protected by law, during normal business hours as often as the government entity deems necessary to conduct audits or other investigations. Any deficiencies noted in audit

reports must be fully cleared by the Subrecipient within 30-days after receipt by the Subrecipient. Failure of the Subrecipient to comply with this audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient shall comply with all applicable audit requirements in accordance with 2 CFR 200, Subpart F.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027.

- 6.2 Subrecipient Obligations. Subrecipient shall perform all obligations required of subrecipients under the rules governing ARPA Funds.
- 6.3 Medical Records. If applicable, medical records shall be maintained and preserved by the Subrecipient in accordance with all applicable laws, including but not limited to RCW 70.41.190, RCW 70.02.160, and standard medical records practice. Subrecipient shall also be responsible for the proper maintenance and disposal of such medical records.
- 6.4 Unauthorized Disclosure. Subrecipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.
- 6.5 Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Subrecipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA or applicable regulations. Subrecipient shall read and maintain compliance with all HIPAA requirements at the U.S. Office of Civil Rights website: <https://www.hhs.gov/hipaa/index.html>.

SECTION 7. CIVIL RIGHTS COMPLIANCE

- 7.1 Subrecipient ensures its current and future compliance with all legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving ARPA Funds do not prohibit exclusive from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964, as amended and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

SECTION 8. CORRECTIVE ACTION, RECOUPMENT

- 8.1 If the County determines Subrecipient has failed to comply with any terms or conditions of this Agreement, or the Subrecipient has failed to provide in any manner the work or services (each a “breach”), and if the County determines that the breach warrants corrective action, the County will notify the Subrecipient in writing of the nature of the breach.
- a. Subrecipient’s Corrective Action Plan. Subrecipient shall respond with a written corrective action plan within fourteen days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Subrecipient’s response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.
 - b. County’s Determination of Corrective Action Plan Sufficiency. County will determine the sufficiency of the Subrecipient’s proposed corrective action plan, then notify the Subrecipient in writing of that determination. The determination of sufficiency of the Subrecipient’s corrective action plan shall be at the sole discretion of the County.
 - c. Termination or Suspension. If the Subrecipient does not respond within the appropriate time with a corrective action plan, or if the County determines that the Subrecipient’s corrective action plan is insufficient, the County may terminate or suspend this Agreement in whole or in part in its discretion.
 - d. Withholding Payment. In addition, the County may withhold any payment to the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- 8.2 Remedial Actions. In the event of Subrecipient’s noncompliance with section 603(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.
- 8.3 Recoupment. Subrecipient agrees it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to Subrecipient’s failure, for any reason, to comply with the terms of this Agreement. This duty to repay the County shall not be diminished or extinguished by the termination of the Agreement.

Any debts determined to be owed the County must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in the County’s initial written demand for payment, unless other satisfactory arrangements have been made or if

the County knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

- 8.4 Dispute Resolution. The parties shall use good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute.

SECTION 9. TERMINATION

- 9.1 For Convenience. County may terminate the Agreement for convenience, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Subrecipient.
- 9.2 Termination for Cause. In accordance with 2 C.F.R. part 200, subpart D, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term or condition of this Agreement, or if the Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement. If the Subrecipient fails to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, County may take one or more of the following actions, as appropriate in the circumstances: Temporarily withhold cash payments pending correction of the deficiency; disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program; and/or withhold further awards for the program.
- 9.3 Procedures. Upon receipt of notice of termination, the Subrecipient shall stop all work as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Subrecipient under the Agreement shall become the property of, and delivered to, the County on demand. A final payment will be made to the Subrecipient only for work performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.
- 9.4 Availability of Funds. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of ARPA Funds by the County from the federal government, and that the terms, conditions, and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the County's agreement with the federal government and all applicable federal law, rules, and regulations.

SECTION 10. INDEMNIFICATION

- 10.1 Indemnification. Subrecipient will hold harmless, defend, and indemnify the County, its officers, employees, and agents from any and all costs, expenses, loss, claims, actions, suits, charges, and judgments whatsoever that arise out of or are related to the

Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Subrecipient expressly agrees and understands that Kitsap County is a third-party beneficiary to its Agreement with Subrecipient and shall have the right to bring an action against subrecipient to enforce the provisions of this paragraph. This section shall survive the expiration or termination of this Agreement.

- 10.2 Continuing Liability. Subrecipient shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by Treasury, the County, or other authorized agencies are resolved. Subrecipient shall be liable for any sanctions or requirements imposed at any time upon the County arising out of the Subrecipient's activities performed pursuant to this Agreement

SECTION 11. INSURANCE

- 11.1 Minimum Insurance Required. Subrecipient and its subcontractors, if any, shall procure and maintain, until all Agreement obligations have been fully discharged, including satisfaction of any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Subrecipient without regard to the Agreement, whichever is greater.

- 11.2 Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent Subrecipient liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Agreement.

- 11.3 Automobile Liability

- ☐ Subrecipient shall maintain personal automobile insurance on all vehicles used for Agreement purposes as required by law.
- ☐ Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Agreement. If Subrecipient will use non-owned vehicles in performance of the Contact, the coverage shall include owned, hired, and non-owned automobiles.
- ☐ Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for all owned, hired, and non-owned vehicles.

Coverage may be satisfied with an endorsement to the CGL policy.

- 11.4 **Umbrella or Excess Liability.** The Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. The Subrecipient agrees to an endorsement naming the County as an additional insured as provided in this Section unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- 11.5 **Workers’ Compensation and Employer Liability.** If applicable, the Subrecipient shall maintain workers’ compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Subrecipient’s Personnel eligible for such coverage. If the Agreement is for over \$50,000, then the Subrecipient shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 11.6 **Primary, Non-Contributory Insurance.** The Subrecipients and its subcontractors’ insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Subrecipient’s and its subcontractors’ liability insurance policies must be endorsed to show as primary coverage. The Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 11.7 **Review of Policy Provisions.** Upon request, the Subrecipient shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Agreement. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer’s financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Subrecipient’s most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Subrecipient from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance as required herein.
- 11.8 **Waiver of Subrogation.** In consideration of the Agreement award, the Subrecipient agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Subrecipient enter a waiver of subrogation on a pre-loss basis.

- 11.9 Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Subrecipient and its subcontractors. Endorsement is not required if the Subrecipient is a self-insured government entity or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Agreement number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Subrecipient shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

- 11.10 General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Subrecipient under the Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under the Agreement shall be paid by the Subrecipient. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Subrecipient's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.
- 11.11 Claims-Made. If the Subrecipient's liability coverage is written as a claims-made policy, the Subrecipient shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Agreement.

SECTION 12. INDEBTEDNESS TO IRS OR OTHER PUBLIC ENTITY

- 12.1 Taxes and Fees. Subrecipient shall promptly pay all applicable taxes on its operations and activities pertaining to this Agreement. Failure to do so shall constitute breach of this Agreement. Subrecipient shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services.
- 12.2 Delinquent Taxes. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Subrecipient may constitute an event of default or breach of this Agreement, unless previously approved by the County in writing, and may constitute sufficient reason for cancellation of this Agreement by the County according to the procedures contained in this Agreement.
- 12.3 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time-period covered by this Agreement, Subrecipient shall disclose any information related to this Section. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with

any disclosure provision in this Section may also constitute sufficient reason for the County to cancel this Agreement according to the procedures contained in this Agreement.

SECTION 13. NOTICE AND AGREEMENT REPRESENTATIVES

- 13.1 Any notices, demands and other communications required by the Agreement will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Authorized Representative at the address on the Face Sheet. Notice may also be given by email with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. Each party will designate a "Authorized Representative" on the Face Sheet which may be changed by providing fifteen (15) days prior notice to the other party.

SECTION 14. AMENDMENTS, ASSIGNMENT, INDEPENDENT SUBRECIPIENT

- 14.1 Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
- 14.2 Successors and Assigns. To the extent permitted by law, the Agreement is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 14.3 Assignment. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Agreement. Any purported assignment or transfer in violation of this section shall be void.
- 14.4 Independent Capacity. Each party under the Agreement shall be for all purposes an independent Subrecipient. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Subrecipient shall have complete responsibility and control over its Personnel. Neither the Subrecipient nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. Subrecipient and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Subrecipient and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 15. REPRESENTATIONS, PUBLIC RECORDS

- 15.1 No Fee. Subrecipient certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Subrecipient, any

fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

- 15.2 Licenses, Permits and Taxes. Subrecipient shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Agreement, including without limitation, registration with the Washington State Department of Revenue. The Subrecipient shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 15.3 Public Records. Subrecipient shall make the Agreement and all public records associated with the Agreement available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (“Act”), unless otherwise required by law. To the extent that public records in the custody of the Subrecipient are needed for the County to respond to a request under the Act, as determined by the County, the Subrecipient shall make them promptly available to the County at no cost to the County. If the Subrecipient considers any portion of any record provided to the County under the Agreement, whether electronic or hard copy, to be protected from disclosure under the law, the Subrecipient shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Subrecipient as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligation will be to make a reasonable effort to notify the Subrecipient of the request and the date that such protected information will be released to the requester unless the Subrecipient obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Subrecipient fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section assumes, no obligation on behalf of the Subrecipient to claim any exemption from disclosure under the Act. The County will not be liable to the Subrecipient for releasing records in compliance with the Act, this Section or court order.

SECTION 16. SUBCONTRACTS

- 16.1 Subcontracts. Subrecipient shall provide the County a list of all subcontractors and their proposed responsibilities. Subcontractor means any Agreement, express or implied, between the Subrecipient and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Agreement. All subcontractors shall incorporate by reference the terms and conditions of this Agreement. Subrecipient is solely responsible for the performance, payment, and legal compliance of its subcontractors.

SECTION 17. APPLICABLE LAW, DISPUTES

- 17.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Kitsap County, Washington.

- 17.2 Disputes. Conflicts and disagreements between the parties related to the Agreement will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Subrecipient will be decided by the County's Agreement Representative. All decisions of the County's Agreement Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 18. FORCE MAJEURE

- 18.1 Neither the Subrecipient nor the County shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the County, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay

SECTION 19. ATTACHMENTS

- 19.1 The following attachments, collectively referred to herein as "Attachments", are incorporated in this Agreement in full by reference.

ATTACHMENT LETTER	ATTACHMENT NAME(S)
--	Face Sheet(s)
A	Federal Contract Terms
B	Scope of Work
C	Cost Certification & Reimbursement Request Form
D	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
E	Civil Rights Certification
F	Lobbying Certification & Disclosure of Lobbying Activities
G	Prevailing Wage

SECTION 20. GENERAL PROVISIONS

- 20.1 Time. Time is of the essence in this Agreement.
- 20.2 Non-Waiver of Breach. Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement; nor shall any such action or failure to act by the County modify the terms of the Agreement or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

- 20.3 Implied Agreement Terms. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
- 20.4 Headings/Captions. Headings and captions used are for convenience only and are not a part of the Agreement and do not in any way limit or amplify the terms and provisions hereof.
- 20.5 No Party the Drafter. The Agreement is the product of negotiation between the parties, and no party is deemed the drafter of the Agreement.
- 20.6 No Third-Party Beneficiary. Except otherwise provided herein, no provision of the Agreement is intended to, nor will it be construed to, create any third-party beneficiary, or provide any rights or benefits to any person or entity other than the County and the Subrecipient.
- 20.7 Severability. If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 20.8 Counterparts. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 20.9 Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
- 20.10 Entire Agreement. The parties acknowledge the Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.
- 20.11 Subrecipient Certification. By signing below, Subrecipient, certifies that Subrecipient has read and understood and is and will comply with the Agreement, Attachments, APPA Rules and applicable federal, state, and local law. Subrecipient further understands that as federal guidance becomes available, an amendment to this Agreement may become necessary and agrees to execute any necessary amendments and comply with the same. Subrecipient acknowledges that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this Agreement could subject the Contractor to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and applicable law.
- 20.12 Authorization. Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

DATED this _____ day of _____, 2023.

SUBRECIPIENT

Signature

Print Name

Title

DATED or **ADOPTED** this _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

CHARLOTTE GARRIDO, Chair

KATHERINE WALTERS, Commissioner

CHRISTINE ROLFES, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ATTACHMENT A
FEDERAL CONTRACT TERMS

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

If applicable, the following provisions apply to the Subrecipient Agreement for receipt of ARPA Funds:

1. **CONFLICT.** In the event of conflict between these Federal Contract Terms and the Subrecipient Agreement, the Federal Contract Terms shall take priority.
2. **COMPLIANCE.** Subrecipient understands and agrees that funds provided under the Subrecipient Agreement come from a federal source and agrees to comply with all additional applicable terms.
 - A. Technical Assistance. If, at any time, Subrecipient believes its capacity is compromised or Subrecipient otherwise needs any sort of assistance, it shall immediately notify the County. County will make best efforts to provide timely technical assistance to Subrecipient to bring Subrecipient into compliance.
 - B. Compliance with Act. Subrecipient understands and agrees that ARPA Funds provided under the Subrecipient Agreement may only be used in compliance with section 603(c) of the Social Security Act (“Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
3. **SCOPE OF ELIGIBLE EXPENDITURES.** ARPA funds may only for reimbursable eligible expenditures as described in the Subrecipient Agreement, these Federal Contract Terms and Scope of Work. No ARPA Funds may be used to pay or reimburse costs for expenditures for which Subrecipient has received any other funding, whether state, federal or private in nature, for that same expense.
4. **REPORTS.** Subrecipient shall provide the County with additional information and documentation upon request, including completing any reports deemed necessary for the County to comply with documentation, reporting, or audit requirements
5. **REMEDIES.** All administrative, contractual, or other legal remedies available by law, including sanctions and penalties, are available to the parties in the event of a breach of contract.
6. **UNIFORM GUIDANCE COMPLIANCE**
 - A. Remedial Actions. In the event of Subrecipient’s noncompliance with section 603(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.
 - B. Recoupment
 1. Subrecipient agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to Subrecipient’s failure, for any

reason, to comply with the terms of the Subrecipient Agreement. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

2. In the event of a violation of section 603(c) of the Act, ARPA Funds shall be subject to recoupment by the County.
3. Any funds paid to Subrecipient (a) more than the amount to which Subrecipient is authorized to retain under the terms of the Subrecipient Agreement; (b) that are determined by the Treasury Office of Inspector General to have been misused; (c) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (d) are otherwise subject to recoupment by the County shall constitute a debt to the County.
4. Any Subrecipient debts determined to be owed the County must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in the County's initial written demand for payment, unless other satisfactory arrangements have been made or if the County knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

- C. Return of Unused ARPA Funds. If Subrecipient has any unspent ARPA Funds on hand as of the earlier of December 31, 2024, or the termination of the Subrecipient Agreement, Subrecipient shall return all unspent ARPA Funds to the County within ten (10) calendar days.

7. DISCLAIMER

- A. The United States expressly disclaims all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this grant or any contract, or subcontract under this grant.
- B. The acceptance of this grant by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

8. **CONFLICT OF INTEREST**. Subrecipient understands and agrees it must maintain and comply with a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and such policy is applicable to each activity funded under this award. Subrecipient and subrecipients must disclose in writing to the County or Treasury, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. PROTECTION FOR WHISTLEBLOWERS

- A. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following: (1) a member of Congress or a representative of a committee of Congress; (2) an Inspector General; (3) the Government Accountability Office; (4) a Treasury employee responsible for contract or grant oversight or management; (5) an authorized official of the Department of Justice or other law enforcement agency; (6) a court or grand jury; and (7) a management official or other employee

of Subrecipient, Subrecipient, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- C. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company-owned, rented or personally owned vehicles.

11. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

12. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this Subrecipient Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or county awards or contracts, and/or any other remedy available by law.

13. APPLICABLE LAWS

The Subrecipient Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subrecipient agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this Subrecipient Agreement. Federal regulations applicable to this grant may include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following: Subpart A, Acronyms and Definitions; Subpart B, General Provisions; Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; Subpart D, Post-Federal Award Requirements; Subpart E, Cost Principles; and Subpart F, Audit Requirements.
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- E. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- H. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
 - 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 14. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs. Subrecipient agrees to comply with the Prohibition on Providing Funds to the Enemy (2 C.F.R. 183).
- 15. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Subrecipient Agreement, the Subrecipient agrees as follows:

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

 - A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - C. The Subrecipient will not discharge or in any other manner discriminate against any

employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

- D. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Subrecipient Agreement or with any of the said rules, regulations, or orders, this Subrecipient Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 1. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor due to direction by the administering agency, the Subrecipient may request the United States to enter such litigation to protect the interests of the United States.

2. County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Subrecipient Agreement.
 3. County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 4. County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subrecipient debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.
16. DAVIS-BACON ACT. All transactions regarding this Subrecipient Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Subrecipients are required to pay wages not less than once a week.
17. COPELAND ANTI-KICKBACK ACT
- A. Subrecipient. The Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Subrecipient Agreement.
 - B. Subcontracts. The Subrecipient or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier

subcontractor with all contract clauses.

- C. Breach. A breach of the Subrecipient Agreement clauses above may be grounds for termination of the Subrecipient Agreement, and for debarment as a Subrecipient and subcontractor as provided in 29 C.F.R. § 5.12.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime Requirements. As required by 29 C.F.R. § 5.5(b), no Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Subrecipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work more than the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for Unpaid Wages and Liquidated Damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or subcontractor for unpaid wages and liquidated damages as provided by federal law.
- D. Subcontracts. The Subrecipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

19. RIGHTS TO INVENTIONS. All materials produced under this Subrecipient Agreement shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the County.

20. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. Subrecipient will comply with all applicable federal environmental laws and regulations, including

without limitation.

A. Clean Air Act. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

B. Federal Water Pollution Control Act. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

21. **DEBARMENT AND SUSPENSION.** If this Subrecipient Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Subrecipient is required to verify that none of the Subrecipient's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22. **PROCUREMENT OF RECOVERED MATERIALS.** In the performance of this Subrecipient Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired i) competitively within a timeframe providing for compliance with the contract performance schedule; ii) meeting contract performance requirements; or ii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/ismm/comprehensive-procurement-guideline-cpg-program>. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

23. **ACCESS TO RECORDS.** Subrecipient agrees to provide the County, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Subrecipient Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, to the extent allowed by law. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Subrecipient Agreement. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this Subrecipient Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
24. **AMENDMENTS.** The Subrecipient Agreement may only be amended upon the mutual written agreement of the parties.
25. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** Subrecipient will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
26. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The federal government is not a party to this Subrecipient Agreement and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any matter resulting from this Subrecipient Agreement.
27. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Subrecipient Agreement.
28. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).** Subrecipients who request or receive an award for federal money shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

Required Certification. If applicable, Subrecipients must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal

grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as attached.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing below, Subrecipient certifies that Subrecipient has read and understood, is and will remain in compliance with the above-described obligations. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this _____ day of _____, 2023.

Signature of Authorized Representative

Print Name

Title of Authorized Representative

ATTACHMENT B
SCOPE OF WORK

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

A. PROJECT NAME: Kitsap PUD Residential FTTH Distribution Node Project

B. PROJECT SUMMARY

Public Utility District No. 1 of Kitsap County (KPUD) will install up to 21 residential Fiber To The Home (FTTH) distribution nodes across the county to provide broadband access to residents who are unserved with broadband service currently defined as 25Mbps/3Mbps.

C. PROJECT BACKGROUND

KPUD is expanding the community-owned open-access fiber network as quickly as resources allow. To expedite broadband access for all residents of Kitsap County, the County and KPUD are partnering using ARPA fund to expand “nodes” for the broadband network.

KPUD builds nodes and middle-mile fiber funded through our capital fund. We require residents to fund the cost to connect their home to the fiber and nodes.

D. PROJECT GOALS & OBJECTIVES

The goal is to install-build up to 21 distribution nodes that will enable all unserved residents of Kitsap County to have access to high-speed broadband services. The nodes are essential pieces of infrastructure on KPUD’s network. Each node can provide service to between 1920 - 7680 residences. The objective is that the more nodes we build, the closer the infrastructure is to residences which, ultimately, results in reduced connection costs for each home. The 21 nodes are dependent upon time (as agreement allows), material availability, funding availability up to and beyond the ARPA funding.

E. PROJECT IMPLEMENTATION

1. KPUD’s node sites will be constructed along various timelines within the time allotted and allowed for in the Contract. Nodes will be constructed concurrently and in series to allow KPUD the most efficient and flexible controls to manage the various projects and their phases.
 - i. In general, the following tasks/activities will be completed for each site:
 1. Feasibility determination (KPUD staff field visit)
 2. Site/land survey
 3. Coordination with Puget Sound Energy (PSE)

- a. KPUD has existing agreements with PSE for pole attachments and has public right of way (ROW) authority.
- 4. Acquisition of easements or rights to enter as/if needed.
- 5. Architectural design
- 6. Permitting
 - a. Building permits
 - b. Agencies from which permits will be acquired will include but may not be limited to:
 - i. City of Bremerton, WA
 - ii. City of Bainbridge Island, WA
 - iii. City of Poulsbo, WA
 - iv. City of Port Orchard, WA
 - v. Kitsap County
- 7. Node building construction and PSE power
- 8. Building interior layout/space management
- 9. Electrical (AC and DC plant), HVAC
- 10. 'Middle mile' fiber to connect Nodes to existing fiber infrastructure.
- 11. Startup

ii. Each task or activity will be procured in a manner that complies with Washington State law and if required by Contract the Federal requirements related to procurement of services, construction, materials, etc.

iii. Staff assigned to the project include, but may not be limited to:

- 1. Joel Hansen, Facilities Lead
- 2. Peter Dressel, Contracts and Compliance Manager
- 3. Allison Cotner, Telecommunications Business and Projects Manager
- 4. Stan Smelcer, Telecommunications Superintendent
- 5. Bill Whitely, District Engineer

2. KPUD intends to contract (competitively procure) the following services:

- a. Survey
- b. Architect (if needed) for design of structures.
 - i. Engineering staff in-house will design most if not all of these structures.
- c. Prefab structures – alternative to design architectural (if feasible)
- d. Construction of or remodel/reconfiguration of existing Node sites (roof, electrical, HVAC, etc.)
- e. Layout/space management consultant for building interior (as needed)
- f. Electrical (AC and DC plant), and HVAC
- g. Procurement of fiber optic cable, switches, and other telecommunication equipment as well as generators in advance of site construction
 - i. Advance procurement due to long lead times
- h. Fiber build to Node site (aerial or underground as appropriate)
- i. Other services may be necessary for unique situations that may develop as the project proceeds.

3. Equipment, with an all-inclusive cost of \$5,000 or more per item, used under this Agreement.
 - a. IE510 Allied Telesis Distribution Switches (pre-purchased prior to Agreement)
 - b. Cisco ASR 920 – 10G capable
 - c. Fiber

PROJECT SCHEDULE

Anticipated activities at locations below.	Survey	Engineering	Bldg Permit	Site Cons.	Building	Dc Plant	Switches	Fiber Build	Site completion
Site: FOUR CORNERS, Address: 27618 HANSVILLE RD, KINGSTON				X	X	X	X		12/2025
Site: HILLBEND, Address: 24800 HILLBEND LN NE, KINGSTON	X		X	X	X	X	X	X	12/2024
Site: GERALDCLIFF, Address: 2100 INDIANOLA RD, POULSBO	X		X	X	X	X	X	X	07/2025
Site: PORT GAMBLE WTPP, Address: 4170 NE CARVER RD, POULSBO			X	X	X	X	X	X	12/2025
Site: RHODODENDRON, Address: RHODENDRON LN, POULSBO (032601-2-033-2009)	X		X	X	X	X	X	X	07/2025
Site: FINN HILL, Address: 1431 NW FINN HILL RD, POULSBO	X		X	X	X	X	X	X	12/2025
Site: MINDER, Address: MINDER RD, POULSBO (312702-1-004-2000)						X	X	X	12/2025
Site: AUGUSTA, Address: 19689 MILLER BAY RD, SUQUAMISH	X			X	X	X	X	X	12/2023
Site: SUQUAMISH WAY TANK, Address: SUQUAMISH WAY, SUQUAMISH (202602-4-026-2002)	X		X		X	X	X	X	12/2025
Site: KEYPORT 1, Address: KEYPORT SALTWATER PARK WA-308 (362601-3-001-2006)					X	X	X	X	12/2023
Site: MADISON TANKS, Address: 12188 N MADISON AVE, B.I.	X		X		X	X	X	X	07/2025

Anticipated activities at locations below.	Survey	Engineering	Bldg Permit	Site Cons.	Building	Dc Plant	Switches	Fiber Build	Site completion
Site: TBD - BAINBRIDGE DISPOSAL, Address: 9423 NE BUSINESS PARK LN, B.I. Note: Site to be removed if over budget	X		X	X	X	X	X	X	12/2025
Site: OLD MILL, Address: 4600 OLD MILL RD NE, B.I.					X	X	X	X	12/2023
Site: FIRE STATION 51, Address: 10955 SILVERDALE WAY, SILVERDALE Note: Fire Stn 51 to be completed in 2026, This node site is in fire station. This node project will build fiber to and purchase electronics needed to connect/complete node once fire station is complete.						X	X	X	12/2025
Site: FIRE STATION 52, Address: 5328 NW ANDERSON HILL RD, SILVERDALE						X	X	X	12/2023
Site: NEWBERRY, Address: 7685 NW NEWBERRY HILL RD, SILVERDALE					X	X	X	X	12/2023
Site: PRIDDY VISTA, Address: 14569 TREE TOP LN ,SEABECK	X		X		X	X	X	X	12/2024
Site: TURKO, Address: 7230 TURKO LN NW, SEABECK	X		X		X	X	X	X	12/2024
Site: LAKEVIEW, Address: 4150 LAKEVIEW AVE NW, BREMERTON	X		X	X	X	X	X	X	12/2025
Site: LONG LAKE, Address: SE NORTH ST/EBBERT DR SE, P.O. (6014-000-041-0200)	X		X		X	X	X	X	12/2025
Site: OLALLA RECYCLING & GARBAGE, Address: 2850 SE BURLEY-OLALLA RD, OLALLA Land use feasibility being reviewed; meeting with Recycle & Garbage facility.	X		X	X	X	X	X	X	12/2025

Reference Exhibit A for location map.

F. MONITORING ACTIVITIES

KPUD will monitor and report to Kitsap County on the status of Node Construction and Equipment installation. Items to be reported:

- Nodes completed
- Number of homes connected – This will be cumulative and updated for each report
- Nodes under construction
- Node Status
 - Survey
 - Design
 - Permitting
 - Building
 - Equipment
 - Costs as compared to estimated costs
- Upcoming Node Construction, progress and any unforeseen challenges or deviations from plan/schedule

Kitsap PUD will contact Kitsap County at times outside of the reporting schedule at a minimum if the following occur:

- KPUD holds a groundbreaking or other media event associated with this project.
- Unforeseen substantive challenges with a specific Node that would affect schedule or budget.
- Unforeseen substantive challenges with acquiring materials

Kitsap County may at any time request additional information or updates on the project or specific sites.

G. PROJECT REPORTS

To be submitted per the terms of the Subrecipient Agreement.

H. PROJECT BUDGET

CONTRACTED SERVICES	
Survey	\$ 39,435
Construction (sitework, building, AC electrical, prefab buildings as needed)	\$ 2,360,000
DC plants, HVAC, telecom racks	\$ 3,100,000
Fiber build to site	\$ 1,098,392
EQUIPMENT	
Switches	\$ 273,000
PERSONNEL	
Salaries	
Benefits	\$ -
SUPPLIES & SERVICES	
Permits	\$ 26,000
OTHER	
Kitsap PUD Match	\$ 296,827
PROJECT BUDGET TOTAL	\$ 6,600,000

ATTACHMENT C
COST CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

By signing below, the Subrecipient certifies as follows:

1. I have authority and approval from the governing body of _____ (“Subrecipient”) to request reimbursement from Kitsap County (“County”) from the County’s allocation of the Coronavirus State & Local Fiscal Recovery Fund (“CSLFRF”) as created by the American Rescue Plan Act of 2021, Section 9901 (“ARPA”) for eligible expenditures identified in Kitsap County contract number _____ and identified on the corresponding Reimbursement Request Form for report period _____ through _____.
2. I understand the County will rely on this Cost Certification as a material representation in processing my reimbursement request.
3. I understand the Subrecipient receiving funds pursuant to this Cost Certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts, in a manner consistent with § 200.334 – Retention Requirements for Records under 2 CFR 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Such documentation shall be produced and provided to the County upon request, at no cost to the County, and may be subject to audit by the WA State Auditor’s Office.
4. I understand any funds provided pursuant to this Cost Certification cannot be used as a revenue replacement for lower-than-expected tax or other revenue collections nor can they be used for expenditures for which Subrecipient has received any other funding (whether state, federal, or private in nature) for that same expense.

By signing below, Subrecipient certifies that Subrecipient has read and understood, is and will remain in compliance with the above-described obligations. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this _____ day of _____, 20_____.

Signature of Authorized Representative

Print Name

Title of Authorized Representative

ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

*(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)*

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

SUBRECIPIENT

Dated this _____ day of _____, 2023.

Signature of Authorized Representative

Print Name

Title of Authorized Representative

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

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

ATTACHMENT E
CIVIL RIGHTS CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

The ARPA funds provided to the grant subrecipient named below (“Subrecipient”) are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

1. Subrecipient understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury (“Treasury”), with monies distributed through Kitsap County, Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans, and contracts to provide assistance to Subrecipient and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all operations of Subrecipient’s programs and activities, so long as any portion of Subrecipient’s programs or activities are federally assisted in the manner prescribed above.

2. Subrecipient certifies the following:

- A. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- B. Subrecipient acknowledges Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury implementing regulations. Accordingly, Subrecipient shall take reasonable steps, or comply with the Department of Treasury’s directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including

oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient programs, services, and activities.

- C. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and when conducting programs, services, and activities. As a resource, the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- D. Subrecipient acknowledges and agrees compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and its successors, transferees, and assignees for the period in which such assistance is provided.
- E. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances A - D above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the subrecipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:
Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person based on race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to LEP persons in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of the Contract.
- F. Subrecipient understands and agrees that if any real property or structure is provided or improved with federal financial assistance by the Treasury, Subrecipient, or in the case of a subsequent transfer, transferee, is obligated for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
- G. Subrecipient shall cooperate in any enforcement or compliance review activities by the Treasury of Subrecipient's obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- H. Subrecipient shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending, or completed, including outcome. Subrecipient must also inform the Treasury if Subrecipient has received no complaints under Title VI.
- I. Subrecipient must provide documentation of an administrative agency or court findings of non-compliance of Title VI and efforts to address the non-compliance, including any

voluntary compliance or other agreements between the Subrecipient and administrative agency that made the finding. Subrecipient must provide documentation of the settlement of any case or matter alleging discrimination or identify that Subrecipient has not been the subject of any court or administrative agency finding of discrimination.

- J. The U.S. has the right to seek judicial enforcement of the terms contained herein. Nothing in this document alters or limits the federal enforcement measures that the U.S. may take to address violations of any provision contained herein or other applicable federal law.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take to address violations of this document or applicable federal law.

By signing below, Subrecipient certifies that Subrecipient has read and understood its obligations as described herein, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the nondiscrimination requirements. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this _____ day of _____, 2023.

Signature of Authorized Representative

Print Name

Title of Authorized Representative

ATTACHMENT F
LOBBYING CERTIFICATION

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as attached.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing below, Subrecipient certifies that Subrecipient has read and understood, is and will remain in compliance with the above-described obligations. Subrecipient acknowledges any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document may subject the Subrecipient to civil and/or criminal liability and penalties, including but not limited to fines and/or imprisonment under Title 18, United States Code, Sec. 1001, et seq. and other applicable law.

SUBRECIPIENT

Dated this _____ day of _____, 2023.

Signature of Authorized Representative

Print Name

Title of Authorized Representative

ATTACHMENT G
PREVAILING WAGE

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (CSLFRF) SUBAWARD

PREVAILING WAGE		
<input type="checkbox"/>	General	Contractor shall comply with the prevailing wage requirements of chapter 39.12 RCW and WAC 296-127, specifically including RCW 39.12.020 and WAC 296-127-023 (Building Service Maintenance), if applicable. Contractor shall pay not less than the prevailing rate of per diem wages to its employees and shall provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of wage statement shall be posted by the Contractor in a location readily visible to workers at the job site or as provided in RCW 39.12.020
	Over \$2,500	For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages: (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An "Affidavit of Wages Paid" must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.
	\$2,500 or Less	For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor will submit an "Affidavit of Wages Paid" to the County.
	Statement of Intent	The Statement of Intent and Affidavit of Wages Paid must be submitted on forms approved by the Department of Labor and Industries.

Effective January 1, 2020, contractors must file weekly certified payroll reports for all prevailing wage jobs (regardless of project amount) and submit them directly to L&I.



PUBLIC UTILITY DISTRICT 1 OF KITSAP COUNTY

Unique Entity ID JJXPLDAE65D4	CAGE / NCAGE 1SH09	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 3, 2024	
Physical Address 1431 NW Finn Hill RD Poulsbo, Washington 98370-6628 United States	Mailing Address PO Box 2910 Poulsbo, Washington 98370-6628 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 06	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Feb 7, 2023	Submission Date Feb 3, 2023	Initial Registration Date Apr 11, 2002
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jan 1, 1941	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Jul 26, 2023 09:13:38 PM GMT
<https://sam.gov/entity/JJXPLDAE65D4/coreData?status=Active>

Active Exclusions Records?

No**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes**Entity Types****Business Types**

Entity Structure

U.S. Government Entity

Entity Type

US Local Government

Organization Factors

(blank)

Profit Structure

(blank)**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types**U.S. Local Government****Municipality****Financial Information**

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

1SH09**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******0574**

Lock Box Number

(blank)

Financial Institution

KEY BANK

Account Number

*******1237810****Automated Clearing House**

Phone (U.S.)

3606983777

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)**Remittance Address****PUD NO. 1 OF KITSAP COUNTY****PO Box 2910****Poulsbo, Washington 98370****United States****Taxpayer Information**

EIN

*******1043**

Type of Tax

Applicable Federal Tax

Taxpayer Name

KITSAP PUBLIC UTILITY DISTRICT

Tax Year (Most Recent Tax Year)

2022

Name/Title of Individual Executing Consent

Admin Serv Dir.

TIN Consent Date

Feb 3, 2023

Address

1431 NW Finn Hill RD**Poulsbo, Washington 98370**


Signature

Jason Nutsford**Points of Contact****Accounts Receivable POC**


♀

Yumi Maule, Finance Director
ymaule@kpud.org
3606267715

Electronic Business

 JASON NUTSFORD, Admin Services Director JNUTSFORD@KPUD.ORG 3606267716	PO Box 2910 Poulsbo, Washington 98370 United States
ALLISON COTNER, COMMUNITY AND CONTRACT SPECIALIST ACOTNER@KPUD.ORG 3606267701	PO Box 2910 Poulsbo, Washington 98370 United States

Government Business

 JASON NUTSFORD, Admin Services Director JNUTSFORD@KPUD.ORG 3606267716	P.O. Box 2910 Poulsbo, Washington 98370 United States
Yumi Maule, Finance Director ymaule@kpud.org 3606267715	P.O. Box 2910 Poulsbo, Washington 98370 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	221310	Water Supply And Irrigation Systems
	237110	Water And Sewer Line And Related Structures Construction

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$15,325,940.00	76

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.