



Grant Agreement with

Snohomish County

Through

Emergency Rapid Response Grant Program

Contract Number: 24-62511-005

For

Funding to support essential community services and recovery assistance
after a local or state declared disaster.

Dated: Wednesday, April 10, 2024

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	4
SPECIAL TERMS AND CONDITIONS.....	5
1. <u>CONTRACT MANAGEMENT</u>	5
2. <u>COMPENSATION</u>	5
3. <u>BILLING PROCEDURES AND PAYMENT</u>	5
4. <u>SUBCONTRACTOR DATA COLLECTION</u>	6
5. <u>HISTORICAL OR CULTURAL ARTIFACTS</u>	6
6. <u>INSURANCE</u>	7
7. <u>FRAUD AND OTHER LOSS REPORTING</u>	7
8. <u>ORDER OF PRECEDENCE</u>	7
9. <u>OWNERSHIP OF PROJECT/CAPITAL FACILITIES</u>	7
10. <u>MODIFICATION TO THE PROJECT BUDGET</u>	8
11. <u>TERMINATION FOR FRAUD OR MISREPRESENTATION</u>	8
GENERAL TERMS AND CONDITIONS.....	8
1. <u>DEFINITIONS</u>	8
2. <u>ALLOWABLE COSTS</u>	9
3. <u>ALL WRITINGS CONTAINED HEREIN</u>	9
4. <u>AMENDMENTS</u>	9
5. <u>AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35</u>	9
6. <u>APPROVAL</u>	9
7. <u>ASSIGNMENT</u>	9
8. <u>ATTORNEYS' FEES</u>	9
9. <u>CODE REQUIREMENTS</u>	9
10. <u>CONFIDENTIALITY/SAFEGUARDING OF INFORMATION</u>	9
11. <u>CONFORMANCE</u>	10
12. <u>COPYRIGHT</u>	10
13. <u>DISALLOWED COSTS</u>	11
14. <u>DISPUTES</u>	11
15. <u>DUPLICATE PAYMENT</u>	11
16. <u>GOVERNING LAW AND VENUE</u>	11
17. <u>INDEMNIFICATION</u>	11
18. <u>INDEPENDENT CAPACITY OF THE COUNTY</u>	11
19. <u>LICENSING, ACCREDITATION AND REGISTRATION</u>	11
20. <u>NONCOMPLIANCE WITH NONDISCRIMINATION LAWS</u>	12
21. <u>PAY EQUITY</u>	12
22. <u>RECAPTURE</u>	12
23. <u>RECORDS MAINTENANCE</u>	12
24. <u>SAVINGS</u>	13
25. <u>SEVERABILITY</u>	13
26. <u>SUBCONTRACTING</u>	13
27. <u>SURVIVAL</u>	13
28. <u>TAXES</u>	13

29. TERMINATION FOR CAUSE.....13

30. TERMINATION FOR CONVENIENCE.....14

31. TERMINATION PROCEDURES.....14

32. WAIVER14

ATTACHMENT A1: SCOPE OF WORK ADDENDUM 15

ATTACHMENT A: SCOPE OF WORK AND BUDGET 16



SECTION A: PROJECT DESCRIPTION / DELIVERABLE16

MILESTONES16

Face Sheet

Contract Number: 24-62511-005

**Washington State Department of Commerce
Local Government Division
Community Development and Assistance
Emergency Rapid Response Grant**

1. COUNTY County of Snohomish 3000 Rockefeller Avenue Everett, WA 98201		2. COUNTY Doing Business As (as applicable) N/A	
3. COUNTY Representative Ken Klein, Executive Director 425-388-3298 Ken.klein@snoco.org		4. COMMERCE Representative Nicole Patrick Commerce Specialist (206) 713-6997 Nicole.patrick@commerce.wa.gov <div style="float: right; text-align: right;"> 1101 Plum Street SE PO Box 42525 Olympia, WA 98504 </div>	
5. Contract Amount \$210,000.00	6. Funding Source Federal: State: X Other: N/A:	7. Start Date 03/18/2024	8. End Date 06/30/2024
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001368		11. SWV # SWV0002794-29	12. UBI # 313-014-461
13. UEI # LG8NG8JNJD83			
14. Contract Purpose Funding to support essential community services and recovery assistance after a local or state declared disaster. A full project description is in Attachment "A" Scope of Work and Budget.			
COMMERCE, defined as the Department of Commerce, and COUNTY acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: COUNTY Terms and Conditions including Attachments "A-1" – Scope of Work Addendum and "A" – Scope of Work and Budget.			
FOR COUNTY DocuSigned by:  F5EB74549EA04BC... Ken Klein Executive Director 4/16/2024 9:19 AM PDT <hr/> Date		FOR COMMERCE DocuSigned by:  80312B04865C458 Mark K. Barkley, Assistant Director Local Government Division 4/16/2024 1:40 PM PDT <hr/> Date	

Special Terms and Conditions

THIS CONTRACT, entered into by and between Snohomish County ("COUNTY"), a unit of local government, and the Washington State Department of Commerce ("COMMERCE"), WITNESSES THAT:

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

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

WHEREAS, COMMERCE received set-aside General Fund State funding in its 2022 Supplemental Operating Budget to support the Local Emergency Rapid Response pilot program to quickly provide continuity of essential community services and recovery assistance to Tribes and local governments after an emergency event when federal funding lags; and

WHEREAS, the only safe entry and egress from the Aqua Hills neighborhood was cut off when a bridge and culvert crossing Mission Creek at 12th Avenue NW were destroyed in a storm on March 1, 2024 and Snohomish County proclaimed a state of emergency on March 18, 2024 because of the environmental damage and inability to provide emergency response; and

WHEREAS, the COUNTY intends to facilitate replacement of a destroyed culvert and roadway with a new bridge that will allow, vehicle access for provision of emergency services, homeowners access and egress to homes, protect water quality of Mission Creek waterway and improve fish passage; and

WHEREAS COMMERCE intends to provide funds to COUNTY through the Local Emergency Rapid Response pilot program to respond to the emergency and meet these public purposes;

NOW THEREFORE COMMERCE and COUNTY enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

1. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the COUNTY and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$210,000.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay COUNTY upon receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly via the Commerce Contracts Management System.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and costs. The COUNTY shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing goods or services covered by Attachment A: Scope of Work and Budget. . The invoice shall include the Contract Number identified on the Face Sheet of this Grant.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The COUNTY must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The COUNTY shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the COUNTY, if the COUNTY is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold the final ten percent (10%) of the total grant amount until acceptance by COMMERCE of project completion.

4. SUBCONTRACTOR DATA COLLECTION

COUNTY will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractor and the portion of Contract funds expended for work performed by subcontractor, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractor. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

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

In addition to the requirements set forth in this Contract, COUNTY shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department

of Archaeology and Historic Preservation (“DAHP”), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. COUNTY agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

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

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

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

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

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

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

9. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to any capital facilities and/or equipment constructed or purchased with state funds under this contract.

10. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the COUNTY may, at its discretion, make modifications to line items in the Project Budget (Attachment A), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The COUNTY shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

11. TERMINATION FOR FRAUD OR MISREPRESENTATION

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

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the COUNTY, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "COUNTY" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the COUNTY.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial

identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subrecipient/ Subcontractor" shall mean one not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "Subrecipient" and "Subrecipients" mean Subrecipient(s) in any tier.

2. **ALLOWABLE COSTS**

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

3. **ALL WRITINGS CONTAINED HEREIN**

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

4. **AMENDMENTS**

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

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

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

6. **APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. **ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the COUNTY without prior written consent of COMMERCE.

8. **ATTORNEYS' FEES**

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

9. **CODE REQUIREMENTS**

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

10. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

- i. All material provided to the COUNTY by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the COUNTY that is designated as “confidential” by COMMERCE; and
 - iii. All Personal Information in the possession of the COUNTY that may not be disclosed under state or federal law.
- B.** The COUNTY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The COUNTY shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The COUNTY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the COUNTY shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The COUNTY shall make the changes within the time period specified by COMMERCE. Upon request, the COUNTY shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the COUNTY against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The COUNTY shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

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

12. COPYRIGHT

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

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

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

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

13. DISALLOWED COSTS

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

14. DISPUTES

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

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the COUNTY's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

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

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

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

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

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

15. DUPLICATE PAYMENT

COUNTY certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

16. GOVERNING LAW AND VENUE

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

17. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents

18. INDEPENDENT CAPACITY OF THE COUNTY

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

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

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

21. PAY EQUITY

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

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

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the COUNTY is not in compliance with this provision.

22. RECAPTURE

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

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

23. RECORDS MAINTENANCE

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

The COUNTY shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject

at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

24. SAVINGS

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

25. SEVERABILITY

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

26. SUBCONTRACTING

The COUNTY may subcontract work under this contract. County shall be solely responsible for the acts and omissions of subcontractors.

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

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

27. SURVIVAL

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

28. TAXES

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

29. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the COUNTY or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the COUNTY: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

30. TERMINATION FOR CONVENIENCE

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

31. TERMINATION PROCEDURES

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

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

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- D. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- E. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the COUNTY and for which COMMERCE has provided funding..

32. WAIVER

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

Attachment A1: Scope of Work Addendum

Snohomish County will facilitate acquisition and installation of a replacement bridge (Bridge) over Mission Creek waterway at 12th Ave NW to address an emergency washout of a bridge and culvert on March 1, 2024.

Snohomish County will undertake an agreement with the Aqua Hills Homeowners Association, a non-profit corporation (Association) whereby Association acknowledges full responsibility for ownership and maintenance of the Bridge in perpetuity, including but not necessarily limited to performing regular maintenance as needed, providing hazard and liability insurance as needed, and establishing and maintaining a replacement and repair reserve for the Bridge (Agreement), and in which the Association provides and DISCLAIMS ALL LIABILITY OF THE COUNTY AND STATE IN TORT OR CONTRACT FOR ANY CLAIMS RELATED TO THE BRIDGE, and such other terms and conditions as Snohomish County deems appropriate and as agreed to by the parties.

Payment of funds under this grant is conditioned upon evidence of full execution of said Agreement. Snohomish County shall have no obligation in regard to acquisition or installation of the Bridge absent receipt of an executed Agreement from Association.

This project will provide a public benefit by preserving water quality of the Mission Creek waterway, provide a fish passageway for salmon, and facilitating vehicle access for emergency services and multiple essential lifeline services such as Safety/Security: Law Enforcement/Security, Fire Service, Search and Rescue, Government Service, Community Safety
Food/Hydration/Shelter: Food, Hydration, Shelter, Agriculture
Health and Medical: Medical Care, Public Health, Patient Movement, Medical Supply Chain, Fatality Management, Energy: Power Grid, Communications: Infrastructure, Responder Communications, Alerts Warnings and Messages, Finance, 911 and Dispatch
Transportation: Potable Water Infrastructure, Wastewater Management.





Attachment A: Scope of Work and Budget

Attachment A: Scope of Work and Budget				
Grantee: Contract Number: 24-62511-005				
Section A: Project Description / Deliverable				
Snohomish County is awarded \$210,000.00 in Emergency Rapid Response (ERR) grant funding.				
Funding for:				
-Facilitate acquisition of Permanent Bridge, Permitting for Bridge, Water Work and Mitigation of Creek Bed, Repaired - Water Line, Construction to set bridge and install mitigation and bank stabilization measures (See Attachment A1).				
-Coordinate with Tulalip Tribe in emergency response permitting, Governor Executive Order 21-02 cultural resource consultation				
-Enter agreement with Association (See Attachment A1.)				
Section B: Project Budget				
Emergency Rapid Response Funding		Leveraged Other Funding		Total Funding Involved
Budget Code & Description	Funding	Other Federal \$	\$0	
PI 62511 ERR Work/Program	\$210,000.00	Other State \$	\$0	
		Local Public \$	\$0	
		Private \$	\$0	
Total Emergency Rapid Response Funds	\$210,000.00	Total Other Funds	\$0	
\$210,000.00				
Section C: Project Activities and Milestones				
Project Activities			Milestones	
<ul style="list-style-type: none"> ▪ Execute grant contract with Commerce. ▪ Establish administrative, financial, reporting, and record keeping systems, including a system to prevent duplication of benefit. ▪ Complete the environmental review and prepare an environmental review record in compliance with SEPA requirements. ▪ Complete the Executive Order 21-02 Governor's Executive Order Archaeological and Cultural Resources 			Before first payment request	
<ul style="list-style-type: none"> ▪ Prepare and submit payment requests with supporting documentation to Commerce. ▪ Document receipt of grant funds and reimbursement of eligible costs. ▪ Follow state/ local procurement policies and procedures. Document procurement process and submit to Commerce. 			Not more than monthly, at least quarterly	

<ul style="list-style-type: none">▪ Complete applicable civil rights requirements.▪ Complete contract/program monitoring with Commerce Project Manager. Resolve all monitoring issues.▪ Accomplish all grant activities.	Before final payment request
<ul style="list-style-type: none">▪ Allocate and manage public services funds as established in the approved Grantee agreement and budget.	Before contract end date



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Name/Title	Routing Step	Action	
Section Manager	1	(approval)	<div style="border: 1px solid black; padding: 2px;"> <small>DS</small>  4/12/2024 9:33 AM PDT </div>
Budget Authorization	2	(approval)	<div style="border: 1px solid black; padding: 2px;"> <small>DS</small>  4/12/2024 11:06 AM PDT </div>
Program Manager	1	(cc)	N/A
Grantee Contact	3	(cc)	N/A
Grantee Signatory	3	(signature)	See Facesheet
CDA Managing Director	4	(approval)	<div style="border: 1px solid black; padding: 2px;"> <small>DS</small>  4/16/2024 9:50 AM PDT </div>
Deputy Assistant Director	5	(approval)	<div style="border: 1px solid black; padding: 2px;"> <small>DS</small>  4/16/2024 1:37 PM PDT </div>
Assistant Director	6	(signature)	See Facesheet

Certificate Of Completion

Envelope Id: D2BF4B9B07AA425895363EDD24EACF3E Status: Completed
Subject: Complete with DocuSign: ERR Contract Snohomish County Mission Creek Bridge_24-62511-005.pdf
Division:
Local Government
Program: Emergency Rapid Response
ContractNumber: 24-62511-005
DocumentType: Contract
Source Envelope:
Document Pages: 18 Signatures: 2 Envelope Originator:
Certificate Pages: 6 Initials: 4 Lanee Egolf
AutoNav: Enabled 1011 Plum Street SE
MS 42525
Envelopeld Stamping: Enabled Olympia, WA 98504-2525
Time Zone: (UTC-08:00) Pacific Time (US & Canada) lanee.egolf@commerce.wa.gov
IP Address: 198.239.10.148

Record Tracking

Status: Original Holder: Lanee Egolf Location: DocuSign
4/11/2024 3:11:55 PM lanee.egolf@commerce.wa.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Washington State Department of Commerce Location: DocuSign

Signer Events

Stacey Voigt
stacey.voigt@commerce.wa.gov
Section Manger
Washington State Department of Commerce
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 147.55.149.153

Timestamp

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Viewed: 4/12/2024 8:59:48 AM
Signed: 4/12/2024 9:33:46 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Geoffrey Bracken
geoffrey.bracken@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 198.238.8.149

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
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ken Klein
ken.Klein@Snoco.org
Security Level: Email, Account Authentication (None)


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Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
<p>Christopher McCord chris.mccord@commerce.wa.gov Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.194	<p>Sent: 4/16/2024 9:19:22 AM Viewed: 4/16/2024 9:45:38 AM Signed: 4/16/2024 9:50:36 AM</p>


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.143	<p>Sent: 4/16/2024 9:50:37 AM Viewed: 4/16/2024 1:37:38 PM Signed: 4/16/2024 1:37:53 PM</p>
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Electronic Record and Signature Disclosure:
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<p>Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 198.239.157.67	<p>Sent: 4/16/2024 1:37:54 PM Viewed: 4/16/2024 1:40:17 PM Signed: 4/16/2024 1:40:24 PM</p>
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Nicole Patrick nicole.patrick@commerce.wa.gov Security Level: Email, Account Authentication (None)</p>		<p>Sent: 4/11/2024 3:19:16 PM Viewed: 4/12/2024 7:52:16 AM</p>
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/16/2024 1:40:24 PM
Payment Events	Status	Timestamps

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