

**Snohomish County Office of Recovery and Resilience**  
3000 Rockefeller Avenue, M/S 407 | Everett, WA 98201



<b>CONTRACT SPECIFICS</b>	<b>Contract Number:</b> <u>CLFR-019D-3</u> <b>Maximum Contract Amount:</b> \$ <u>1,624,357</u> (Fixed Price Subaward) <b>Title of Project / Service:</b> <u>Snohomish County &amp; Ziplly - Verlot Project</u> <b>DAC#:</b> <u>130.57516505784101</u> <b>Start Date:</b> <u>January 10, 2024</u> <b>End Date:</b> <u>September 30, 2026</u> <b>Status Determination:</b> <u>Subrecipient</u>								
<b>CONTRACTING ORGANIZATION</b>	<b>Agency Name:</b> <u>Ziplly Fiber Northwest, LLC</u> <b>Address:</b> <u>135 Lake Street South, Suite 155</u> <b>City, State &amp; Zip:</b> <u>Kirkland, WA 98103</u> <b>IRS Tax No. / EIN:</b> <u>91-0466810</u> <b>Contact Person:</b> <u>Jessica Epley</u> <b>Unique Entity Identifier:</b> <u>MDJYUHSH7PM8</u> <b>Telephone:</b> <u>(503) 431-0458</u> <b>Email Address:</b> <u>jessica.epley@ziplly.com</u>								
<b>FUNDING SPECIFICS</b>	<b>Funding Authority:</b> <u>U.S. Department of the Treasury</u> <b>CFDA No. &amp; Title:</b> <u>21.027 Corona Virus State and Local Fiscal Recovery Funds</u> <b>Funding Specifics:</b> <u>American Rescue Plan Act 2021, PL-117-2 sec. 9901</u> <b>Federal Agency:</b> <u>U.S. Treasury</u> <b>Federal Award ID No:</b> <u>SLFRP0194</u> <b>Federal Award Date:</b> <u>05/11/2021</u>								
<b>COUNTY</b>	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Program Division</th> <th style="width:25%;">Contact Person</th> <th style="width:25%;">Contact Email</th> <th style="width:15%;">Contact Phone</th> </tr> </thead> <tbody> <tr> <td><u>Office of Recovery &amp; Resilience</u></td> <td><u>Kara Main-Hester</u></td> <td><u>kara.main-hestler@snoco.org</u></td> <td><u>425-422-0632</u></td> </tr> </tbody> </table>	Program Division	Contact Person	Contact Email	Contact Phone	<u>Office of Recovery &amp; Resilience</u>	<u>Kara Main-Hester</u>	<u>kara.main-hestler@snoco.org</u>	<u>425-422-0632</u>
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**Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:**

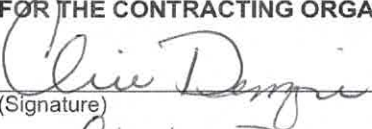
General Terms and Conditions	Attached as Exhibit A	Form Attachments:	
Statement of Work	Attached as Exhibit B	Certification Regarding Lobbying	Attached as Form 1
Contractor/Subcontractor Terms	Attached as Exhibit C	Cert. Regarding Conflict of Interest	Attached as Form 2
Indefeasible Right to Use, IRU Agreement	Attached as Exhibit D	Civil Rights Assurances Certification	Attached as Form 3
- Description of IRU Fibers, Attached as Attachment 1 to IRU Agreement		Invoice with Certification	Attached as Form 4
- Maps and Anchor Institutions, Attached as Attachment 2 to IRU Agreement		Quarterly Progress Report	Attached as Form 5
- County Endpoint Maps, Attached as Attachment 3 to IRU Agreement		Location ID Report	Attached as Form 6
- Acceptable Use Policy, Attached as Attachment 4 to IRU Agreement		Project Description Report	Attached as Form 7

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) General Terms and Conditions, (c) Contractor/Subcontractor Terms, (d) IRU Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

**THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS SUBRECIPIENT), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.**

*Signature page to follow*

**FOR THE CONTRACTING ORGANIZATION:**

  
 (Signature) \_\_\_\_\_ (Date) 6/26/24  
Chris Denzin  
 (Name) \_\_\_\_\_  
COO  
 (Title) \_\_\_\_\_

**FOR SNOHOMISH COUNTY:**

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
Ken Klein  
 (Name) Executive Director  
 \_\_\_\_\_  
 (Title) \_\_\_\_\_

**Approved as to insurance and indemnification provisions:**

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
 \_\_\_\_\_  
 (Name) \_\_\_\_\_  
 \_\_\_\_\_  
 Risk Management

**Approved as form only:**

**Wendling, Rebecca** Digitally signed by Wendling, Rebecca  
Date: 2024.06.18 13:00:35 -07'00'  
 \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
 \_\_\_\_\_  
 (Name) \_\_\_\_\_  
 \_\_\_\_\_  
 Deputy Prosecuting Attorney  
 Subject to Memo EX24-005G

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

#### SNOHOMISH COUNTY AND ZIPLY – VERLOT PROJECT

##### I. INTRODUCTION

Snohomish County has received funds from the America Rescue Plan Act, State and Local Fiscal Recovery Funds, CFDA number 21.027. The County has appropriated a portion of these funds for the broadband project Snohomish County and Ziplly – Verlot (the "Project"). Funding for the Project has been appropriated in the 2024 County Budget, pursuant to Federal grants to Snohomish County under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802 et seq. The County is including in its Contract with Ziplly, an Indefeasible Right of Use ("IRU") for any ARPA-funded construction, acquisition, or rehabilitation. The IRU is set forth in Exhibit D of the Agreement.

The following Terms and Conditions apply to the funding for the Project.

##### II. TERMS AND CONDITIONS

- A. Ziplly agrees to comply with the requirements of 42 U.S. Code § 803 - Coronavirus Local Fiscal Recovery Fund, regulations (31 CFR Part 35) adopted by Treasury as amended, and guidance issued by Treasury regarding the foregoing. Ziplly also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Ziplly shall provide for and/or require such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
  1. Uniform Administrative Requirements and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall also apply to this award.
  2. 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.
  3. 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.

4. 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.
5. Recipient 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.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. The Subrecipient shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387) as amended.
10. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR § 200.216.

#### C. Financial Award

All funds shall be available only in strict accordance with the provisions of this Contract, and other applicable federal, State, and local laws, regulations, and policies governing the funds provided in this Contract.

#### D. Nondiscrimination

ZiPLY shall comply with the following statutes and regulations prohibiting discrimination:

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 grounds of race, color, or national origin under program or activities receiving federal financial assistance.

By execution of this Contract, ZiPLY certifies:

*ZiPLY shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as*

*implemented by the Department of Treasury's VI regulation, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract.*

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, 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 on the basis of handicap under any program or activity receiving or benefitting from federal 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 on the basis or age in programs or activities receiving federal financial assistance; and
5. The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
6. During the performance of this Contract, Zply shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Zply'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 Zply may be declared ineligible for further contracts with the County. Zply 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.

E. Public Records [See Section XI.]

F. Capacity

Zply, by signing this Contract, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, Zply believes its capacity

is compromised or Ziplly needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to Ziplly to bring this Contract into compliance.

#### G. Disputes

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties may choose a mutually acceptable dispute resolution method.

#### H. 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 Snohomish County.

#### I. Independent Contractor

1. Ziplly agrees that Ziplly will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. This Contract neither constitutes nor creates an employer-employee relationship. The parties agree that Ziplly is not entitled to any benefits or rights enjoyed by employees of the County. Ziplly specifically has the right to direct and control Ziplly's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The County shall only have the right to ensure performance. Nothing in this Contract shall be construed to render the parties partners or joint venturers.
2. Ziplly shall furnish, employ and have exclusive control of all persons to be engaged in performing Ziplly's obligations under this Contract (the "Ziplly personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Ziplly personnel shall for all purposes be solely the employees, contractors or agents of Ziplly and shall not be deemed to be employees, contractors or agents of the County for any purposes whatsoever. With respect to Ziplly personnel, Ziplly shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Ziplly personnel when required by law.
3. Because it is an independent contractor, Ziplly shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). Ziplly agrees to indemnify, defend and hold the County harmless from any

and all claims, valid or otherwise, made to the County because of these obligations.

4. Zply assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of this Contract be enacted as to all persons employed by Zply and as to all duties, activities and requirements by Zply in performance of the work under this Contract. Zply shall assume exclusive liability therefore and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

J. Severability.

Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

K. Survival.

Those provisions of this Contract that by their sense and purpose should survive expiration or termination of this Contract shall so survive.

L. Subcontracting.

If Zply subcontracts any work, Zply shall cause provisions as listed in Contractor/Subcontractor Terms, Exhibit C to be inserted in all subcontracts relative to the work to bind subcontractors to the applicable terms of this Contract. Should any terms and conditions in other contract documents be applicable to the work of subcontractors, Zply shall ensure those provisions are also inserted into the subcontract documents. Such provisions include, but are not limited to terms substantially equivalent to:

Exhibit A General Terms & Conditions

Section II subsections A, B.4, B.6, B.9, B.10, C, D, I, J, K, L, Q, R, S, T

Section III subsections C, M, N

Section IV subsections A, B, C

Section V subsections A, B, C, D

Section VII

Section VIII

## Section IX

### M. Changes.

No changes or additions shall be made in this Contract except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Contract.

### N. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Contract, the provisions of this Exhibit A shall prevail, unless expressly set forth elsewhere in this Contract.

### O. No Third Party Beneficiaries.

The provisions of this Contract are for the exclusive benefit of the County and Zply. This Contract shall not be deemed to have conferred any rights, express or implied, upon any third parties.

### P. Execution in Counterparts.

This Contract may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Contract.

### Q. Protections for Whistleblowers

1. In accordance with 41 USC § 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 agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;



- d. A Treasury employee responsible for agreement or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Subrecipient shall include the above clauses 1-3, adapted for the proper parties, in any subcontract.

#### R. 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 their employees when operating company-owned, rented or personally owned vehicles.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

#### S. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 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.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

#### T. Remedial Action

In the event of the Subrecipient's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award

funding this Agreement, Treasury or the County may take remedial action as set forth in 2 CFR § 200.339.

The Subrecipient shall include the above clause, adapted for the proper parties, in any subcontract.

### III. FISCAL MANAGEMENT

Every subcontract entered into by Ziplly under this Contract shall be in writing and shall incorporate all of the applicable terms and conditions as detailed in Section II (L), with word changes where appropriate to properly identify the parties to the subcontract.

A. Reimbursement shall be made pursuant to Exhibit B, Section 4 and paid with County funds.

B. Accounting Standards

Ziplly agrees to comply with specific provisions of OMB Uniform Guidance and 2 CFR part 200, as set forth in this Agreement, and to adhere to the accounting principles and procedures required therein, to use adequate internal controls to the extent required by Department of Treasury.

C. Audit

For every year that Ziplly expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, Ziplly shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Ziplly shall:

- a. Submit to the County, the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- b. Submit to the County, follow-up and developed corrective action plans for all adverse audit findings.

For every year that Ziplly expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, Ziplly shall notify the County they did not meet the single audit requirement.

Audit packages are due to the County no later than nine months after Ziplly's fiscal year close. Ziplly shall send all single audit documentation by email to [snohomishcountyrecoveries@snoco.org](mailto:snohomishcountyrecoveries@snoco.org).

#### D. Accounting for Funds

In the event of an audit, Ziplly shall account for all funds provided under this Contract and demonstrate that the funds have only been used as provided in this Contract.

#### E. Repayment of Funds to County/Recoupment

Ziplly shall return funds disbursed to it by the County under this Contract for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If overpayments are made; or
2. If an audit of the project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 602 or 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Contract.

To exercise recoupment or repayment, the County shall make a written demand upon Ziplly for repayment, Ziplly shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by Ziplly shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from Ziplly may be exercised as often as necessary to recoup from Ziplly all funds required to be returned by the County to the U.S. Department of the Treasury.

Ziplly is solely responsible for seeking repayment from any subcontractor.

#### F. Debts Owed the Federal Government.

1. Any funds paid to Ziplly in excess of the amount to which Ziplly is finally determined to be authorized to retain under the terms of this Contract, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 602(e) or 603(e) of the Act and have not been repaid by Ziplly shall constitute a debt to the federal government and Ziplly shall pay the federal government the amount of debt. Ziplly shall not be required to pay the County for such excess unless payment of such debt is required to be made through the County. In the event of payment of debt to the County, the County shall promptly pay such amounts to the federal government and cooperate with Ziplly in the final documentation of the resolution.

2. Any debts determined to be owed the federal government must be paid promptly by Ziplly. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if Ziplly knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury may take any actions available to it to collect such a debt.
3. Any debts determined to be owed to the County must be promptly paid by Ziplly. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if Ziplly knowingly or improperly retains funds that are a debt. The County may take any actions available to it to collect such a debt.

Nothing in this section shall be deemed to be a waiver by Ziplly to dispute any determination of debts owed and any obligation to pay will be suspended until such dispute process is complete.

#### G. No Advance Payment

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

#### H. Budget Revisions

Proposed changes to this Contract budget that increase or decrease the total Contract amount or change the Statement of Work shall necessitate a written amendment to this Contract.

#### I. Reduction in Funds

In the event funds appropriated for the work contemplated under the Contract are withdrawn, reduced, or limited in any way during the Period of Performance, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the County, and shall meet and renegotiate the Contract accordingly. Obligations under this Contract shall be suspended until such negotiations are completed.

#### J. [Intentionally Deleted.]

#### K. Audit Exceptions or Disallowed Costs

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

L. Duplicate Payment

ZiPLY 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.

M. State Prevailing Wage Requirements

Labor performed for any type of maintenance, repair, rehabilitation, construction, etc. under this agreement is subject to State Prevailing Wage requirements per RCW Chapter 39.12.

N. Performance and Payment Bonds

Projects that include construction costs will require Performance and Payment Bonds from the prime ZiPLY. No reimbursement, final or otherwise, shall operate to release ZiPLY or ZiPLY's Sureties from any obligation under this contract or the Performance and Payment Bond.

**IV. PROJECT REQUIREMENTS**

A. Procurement

Because this is a fixed amount subaward, ZiPLY is not required to comply with the cost principles and procurement practices of the Uniform Guidance.

B. Political Activities

Political activity of ZiPLY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 – 1508 and §§ 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.

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

C. Public Information

ZiPLY agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by ZiPLY describing programs

or projects funded in whole or in part with federal funds under this Contract, shall contain the following statement:

"Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury

## V. RECORDS

Zipty shall comply with the following:

- A. Zipty shall maintain records and financial documents sufficient to evidence compliance with Section 602(c) and 603(c) of the Social Security Act, Treasury's implementing regulations, and guidance issued by Treasury regarding the foregoing as set forth in this Section V.
- B. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records (electronic and otherwise) of Zipty in order to conduct audits or other investigations.
- C. Records to Be Maintained

Zipty shall maintain all records required by this Contract pertaining to the activities funded under this Contract and as further described in the Statement of Work, Exhibit B. Zipty shall furnish related records to the County or other authorized officials, as requested, in connection with the County's monitoring responsibilities. Zipty shall maintain records including, but not limited to:

1. Records providing a full description of each activity undertaken;
2. Records used for data collection for reports as required;
3. Records of compliance with conflict of interest requirements;
4. Records of compliance with the nondiscrimination requirements;
5. Financial Records, including supporting documentation for all costs submitted via invoice;
6. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

### D. Records Maintenance

Zipty 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.

Zipty shall retain such records through April 30, 2033. At no additional cost, these records, including materials generated under this Contract, shall be subject at all reasonable times to inspection, review or audit by Snohomish County, the Office of the State Auditor, and federal officials so authorized by law, regulation or agreement.

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

## **VI. PERFORMANCE EVALUATION AND MONITORING**

Zipty agrees to participate reasonably with the County in any monitoring (on-site and/or desk) or evaluation of the project conducted by the County to determine Contract compliance and to make available information in its possession relevant to such evaluation. Any such monitoring shall be done during business hours and with reasonable notice based upon the nature of the request.

The County will monitor the performance of Zipty against the goals and performance standards set forth in this Contract. Remedies for substandard performance that is not corrected to the County's satisfaction may include Contract suspension or termination following the procedures described in Section XIV of this Contract.

See Exhibit B, Section 3 for Reporting Requirements.

## **VII. AFTER-THE-CONTRACT/CLOSE-OUT REQUIREMENTS**

Zipty's obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that Zipty has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines that all applicable administrative actions and all required work has been completed.

## **VIII. FALSE STATEMENTS**

Zipty understands that making false statements or claims with this award is 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 awards or contracts, and/or any other remedy available by law.

## **IX. DISCLAIMER**

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County 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 the award of Federal funds to the County under section 602(c) or 603(c) of the Act, or any agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to Ziplly or third persons for the actions of Ziplly or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Contract or any other losses resulting in any way from the performance of this Contract, or any subcontract thereto, except as may be caused by the negligence or willful misconduct of the County.

This Contract does not in any way establish an agency relationship between or among the United States, the County, and Ziplly.

## **X. TIME OF THE ESSENCE**

Time is of the essence in the performance of each party's obligations under this Contract. Each party will carry out its obligations under this Contract diligently and in good faith.

## **XI. PUBLIC RECORDS ACT**

This Contract and all public records associated with this Contract shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Ziplly are needed for the County to respond to a request under the Act, as determined by the County, Ziplly agrees to make them promptly available to the County. If Ziplly considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, Ziplly shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Ziplly and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Ziplly (a) of the request and (b) of the date that such information will be released to the requester unless Ziplly obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Ziplly 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 Ziplly to claim any exemption from disclosure under the Act. The County shall not be liable



to Ziplly for releasing records not clearly identified by Ziplly as confidential or proprietary. The County shall not be liable to Ziplly for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## **XII. PERFORMANCE STANDARDS, LICENSING AND REGISTRATION**

- A. Ziplly shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the County to assure the quality of services necessary for the performance of this Contract.
- B. Ziplly shall maintain registration with the Washington State Office of the Secretary of State.
- C. At its sole discretion, Snohomish County may withhold five percent (5%) from each reimbursement request until acceptance by Snohomish County of the final report or completion of the project.
- D. Ziplly agrees to pay all taxes including sales tax, and assessments due the State of Washington, or any subdivision thereof, and to furnish the County a certificate from the Department of Revenue of the State of Washington that all taxes, increases and penalties due from Ziplly and all taxes due and to become due with respect to such contract have been paid in full.
- E. Ziplly shall secure all municipal, county or state permits or licenses necessary or incident to the actual performance of the work under this Contract, and shall, during its progress, comply with all laws, ordinances, and governmental regulations pertaining to carrying out the work.

## **XIII. PERFORMANCE AND BREACH**

- A. Ziplly agrees to perform the work in this Contract and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion in accordance with Exhibit B.
- B. It is understood that the whole of the project is to be done at Ziplly's risk, and Ziplly is familiar with the conditions of excavation, back fill, materials, climatic conditions, and other contingencies likely to affect the work, and that Ziplly assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.
- C. This Contract shall not be assignable by the County except that the County may assign this contract to a County-created entity. Ziplly may assign this Contract (a) with prior consent of the County or (b) without prior consent of the County in connection with a transaction in which Ziplly, either directly or through operation of law, assigns all or substantially all of its assets to a third party.

Ziply shall be fully responsible for all contractual obligations, financial or otherwise, for their contractors, and liable for all acts and omissions of their subcontractor(s).

- D. Ziply warrants that workmanship under the Contract shall be conducted according to professional standards in the industry and that materials used shall, when used as intended and without modification, will perform according to their specifications, and the payment of all undisputed obligations incurred until the work is "finally accepted" and for one year thereafter and until the construction provisions of this Contract are fulfilled.
- E. Neither the final certificate of Payment nor any provision of this Contract nor partial or entire use of the installation provided for in this Contract by the County 1) shall constitute an acceptance of the work not done in accordance with this Contract or 2) release Ziply of liability with respect to any warranty or responsibilities for faulty material or workmanship. Ziply shall be under the duty to remedy any defects in the work to the extent caused by Ziply or Ziply's contractors and pay for any damage to other work resulting therefrom to the extent caused by Ziply or Ziply's contractors which shall appear within a period of one year from final acceptance of the work. The County will give notice of observed defects as herein specified with reasonable promptness after discovery thereof.

#### **XIV. TERMINATION OR SUSPENSION OF ANY CONTRACT**

##### **A. Termination for Convenience:**

- 1. The County may terminate this Contract, in whole or in part, upon one hundred twenty (120) calendar days' advance written notice to Ziply.
- 2. In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of this Contract for services rendered or expenses incurred prior to the effective date of termination or expenses incurred as a result of the early termination (such as demobilization costs and early termination fee liability). The County may pay an amount mutually agreed by the parties for partially completed work and services not otherwise reimbursable if County determines in its sole discretion that the work products are useful to, or usable by, the County.

##### **B. Suspension or Termination for Lack of Funding:**

- 1. The County may suspend or terminate this Contract, in whole or in part, upon thirty (30) calendar days' written notice in the event expected or actual funding from a state, federal, or other source is withdrawn, reduced, or limited in any way prior to Contract expiration. The suspension or termination shall be effective on the date specified in the written notice.

2. In the event of suspension under this clause, the County shall provide Ziplly written notice stating when services may be resumed. The County shall pay only for services rendered or for expenses incurred prior to the effective date of suspension or which occur as a result of the suspension (such as demobilization costs and early termination fee liabilities).
3. In the event of termination under this clause, the County shall pay only for services rendered or for expenses incurred prior to the effective date of termination or which occur as a result of the termination (such as demobilization costs and early termination fee liabilities). The County may pay an amount mutually agreed by the parties for partially completed work and services not otherwise reimbursable if County determines in its sole discretion that the work products are useful to, or usable by, the County.

C. Suspension or Termination for Lack of Performance:

1. In the event the County determines Ziplly has failed to meet or maintain any requirement for contracting with the County, to comply with the terms or conditions of this Contract in a timely manner or has otherwise breached any provision or condition of this Contract (a "Breach"), the County may suspend or terminate this Contract upon sixty (60) days' prior written notice.
2. Before the County may terminate this Contract for lack of performance, the County shall provide Ziplly with written notice of Breach. Ziplly shall respond with a corrective action plan within thirty (30) days. Ziplly's corrective action plan shall include the steps being taken to correct the specified Breach and shall specify the proposed completion date for curing the Breach. The County reserves the right to reject any part of the corrective action plan and specify the required date for curing the Breach. If Ziplly does not correct the Breach by the required date for curing the Breach, the County may suspend or terminate this Contract, unless such failure is caused by reasons outside of Ziplly's reasonable control.
3. The rights and remedies of the County provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

D. Suspension or Termination for Fraud, Abuse, Violation of Law:

The County reserves the right to suspend or terminate all or part of this Contract, to withhold further payments, require repayment of any funds, or to prohibit Ziplly from incurring additional obligations of funds, if the County has reason to believe that fraud, abuse, or violation of law has occurred on the part of Ziplly in the performance of any Contract.

E. Suspension or Termination Procedures:

1. Suspension or Termination by County. Upon the effective date of the notice of suspension or termination of this Contract, unless otherwise directed by the County in writing, Ziplly shall:

- i) Stop work under this Contract on the date, and to the extent, specified in the notice;
- ii) Place no further orders or subcontracts for materials, services, or facilities under that portion of this Contract that has been suspended or terminated;
- iii) Complete performance of that part of this Contract, if any, which has not been suspended or terminated;
- iv) Take such action as may be necessary for the protection and preservation of the property related to this Contract which is in the possession of Ziplly and in which the County has or may acquire an interest; and

2. Remedies. The County shall be entitled to all remedies available at law, in equity, or under this Contract.

#### **XV. NOTICES**

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties stated on the Contract Face Sheet.

#### **XVI. AFTER THE CONTRACT REQUIREMENTS**

The close-out or termination of this Contract does not affect:

- A. The County's right to disallow costs and recover funds on the basis of a later audit or other review;
- B. Records retention as required;
- C. Audit requirements;
- D. Insurance requirements;
- E. Use of property requirements;
- F. Deed of trust/IRU requirements;
- G. Hold harmless;
- H. Indemnification requirements;
- I. Venue stipulation;
- J. Non-assignability of claims;
- K. Rights in data;
- L. Non-assignability of obligations.

#### **XVII. FORCE MAJEURE**

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, pandemics, accidents, shutdowns for purpose of emergency repairs, government mandates, industrial, civil or public disturbances, or other events outside of the reasonable control of a party, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, such obligation or condition shall be suspended for the time and to the extent commercially practicable to restore normal operations.

#### **XVIII. RESPONSIBILITIES DURING FEDERAL INTEREST PERIOD**

Title to Project Property (real property or equipment acquired or improved under this Contract) vests in Ziplly subject to the condition that during the Federal Interest Period (through December 31, 2034), Ziplly and any successors or transferees:

- A. Must use the Project Property for the authorized purposes of this Project in the same manner as they use comparable real property and equipment within its network in the ordinary course of its business, subject to the rights to disposition provided below;
- B. Must continue to provide internet service to the service areas and at the standard initially agreed upon by the County and Ziplly;
- C. Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
- D. Must comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied with adequate self-insurance;
- E. Must comply with the use and management requirements for equipment in section 2 CFR 200.313(c)(4) and 2 CFR 200.313(d), which may be satisfied by applying Ziplly's commercial practices for meeting such requirements in

- the normal course of business (e.g. commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
- F. Must maintain records of real property that include an indication of the applicable federal interest;
  - G. May dispose of the Project Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements as other Project Property;
  - H. May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the Federal Property Interest; and
  - I. Must notify the County and Department of Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to Ziplly or its affiliates.
  - J. Pursuant to 2 CFR 200.316, and in recognition that these broadband programs are being executed for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period (through December 31, 2034), Ziplly shall hold Project Property in trust for the beneficiaries of the broadband infrastructure project.

For new encumbrances where Ziplly uses the Project Property as collateral, Ziplly shall provide Treasury a shared first lien in the Project Property such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the property that is equal to Department of Treasury's percentage contribution to the project costs. If Ziplly encumbers the Project, Ziplly shall use the Department of Treasury's forms to create Department of Treasury's shared first lien position.

Ziplly shall comply with 2 CFR 200.312 to the extent any federally-owned real property or equipment is used by Ziplly.

Ziplly acknowledges and agrees that the County's remedies at law for a breach or threatened breach of this Section XVIII would be inadequate and that the County would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Ziplly agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the County, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy that may be available.

## XIX. LIMITATION OF LIABILITY AND INDEMNIFICATION

- A. **Only Actual Damages.** Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable to the other party or any third party for any special, incidental, indirect, punitive or consequential costs, liabilities or damages, whether foreseeable or not, arising out of, or in connection with, such party's performance of its obligations under this Agreement.
- B. **Casualty Loss.** The parties hereto agree that neither party, their respective managers, members, officers, commissioners, employees insurance carriers and casualty policies shall be responsible to the other party for any property loss or damage done to the other party's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be each party's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the other party, third party, or act of nature. In this regard, each party hereby releases and discharges the other party and their respective managers, members, officers, commissioners, and employees from any claims for loss or damage to property.
- C. **Indemnification.** To the fullest extent permitted by law, Ziplly shall indemnify, defend, and hold harmless County, its officers, officials, employees and agents, for, from and against all claims for damage to tangible property or injuries or death arising out of, or resulting from, the performance of this Agreement. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

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

Ziplly expressly agrees to indemnify, defend, and hold harmless County for any claim arising out of or incident to Ziplly's or any subcontractor's performance or failure to perform under this Agreement. Ziplly's obligation to indemnify, defend, and hold harmless County shall not be eliminated or reduced by any actual or alleged concurrent negligence of County or their agents, agencies, employees and officials.

- D. **Limited Waiver of Immunity Under Washington State Industrial Insurance Act, Title 51 RCW and other Similar Industrial Insurance Schemes:** For purposes of the foregoing indemnification provision, and only to the extent of claims against each other under such indemnification provision, each party specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, the

United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto. Ziplly shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

E. Infringement Indemnity.

1. Ziplly shall, at its own expense, (i) defend County in any claim or legal action in the United States, alleging that the use of any product or service ("Product") provided by Ziplly to County under this Agreement, directly or indirectly infringes (including contributory infringement), misappropriates, or violates any patent, trademark, trade secret right, copyright, or other intellectual property or proprietary rights of any nature in any jurisdiction of the world, of any third party ("Infringement Claim"); and (ii) pay any settlement reached or final award, including reasonable attorney's fees, for infringement, excluding any damages or awards arising out of or based on the amount of use that County makes of the Product or the revenue County receives from using the Product. As a condition of such defense or payment, County is required to (i) give Ziplly control of the defense and/or settlement of the Infringement Claim and (ii) cooperate fully with Ziplly in such defense or settlement. County may, at its own expense, participate fully in the defense of any such Infringement Claim.
2. In the event Ziplly becomes aware of a potential Infringement Claim, Ziplly shall use its reasonable best efforts to avoid an interruption of County service and may (or in the case of an award of an injunction, shall) at its sole option and expense: (i) procure for County the right to continue using the alleged infringing Product(s); (ii) replace or modify the alleged infringing Product(s) with an equivalent product(s) so that County's use is non-infringing; or (iii) if the remedies under the foregoing clauses (i) and (ii) are not commercially feasible, require County to return the affected portion of the Product(s) and refund to County for the depreciated value (as carried on the County's books) of such Product(s).
3. Ziplly has no obligation or liability in respect to any Infringement Claim for the value of the use of a non-Ziplly product, service, data, business process, or other intellectual property rights, including County products, services, data and business processes and/or in the event that the affected Product: (i) is manufactured, designed or supplied by Ziplly in accordance with any design or special instruction furnished by County



(ii) is used by County in a manner or for a purpose not contemplated by this Agreement or Ziplly's Product documentation; (iii) is used or located by County in a country other than the United States; (iv) is used by County in combination with other products or applications not provided by Ziplly under this Agreement excepting any such combination of the Products that is set out in Ziplly's specifications set forth in the Product documentation as it may be updated from time to time including any software developed by County through the permitted use of Products; or (v) is modified by County without authorization from Ziplly. If County continues use of the affected Product notwithstanding Ziplly's request to replace, modify or return the Product, Ziplly shall not be liable for such use. County shall pay Ziplly any settlement reached or final award for any and all claims against Ziplly for infringement based upon any of the foregoing.

4. THE PROVISIONS OF THIS SECTION XIX.E CONSTITUTE THE EXCLUSIVE RECOURSE OF COUNTY AND THE ENTIRE OBLIGATION AND LIABILITY OF ZIPLY WITH RESPECT TO ANY CLAIM FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

## **XX. INSURANCE**

- A. Ziplly shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect County should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of Ziplly or Subcontractor, or agents of either, while performing under the terms of this contract.

The deductible and/or self-insured retention of the policies shall not limit or apply to the Ziplly's liability to the County and shall be the sole responsibility of the Contractor. All policies shall be primary to any other valid and collectable insurance. Ziplly shall instruct the insurers to give County ten (10) calendar days advance notice of any insurance cancellation or non-renewal. Ziplly's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if

applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by County.

Zipty is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Additional Insureds.** Except for Professional Liability or Errors and Omissions Insurance and Worker's Compensation, the insurance shall name Snohomish County as additional insureds under the insurance policy.

**Evidence of Insurance.** Zipty shall submit to County before contract execution and within fifteen (15) calendar days of a written request by County, evidence of insurance which outline the coverage and limits defined in this insurance section. Zipty shall provide copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered (including additional insured endorsement), the amounts, the period of coverage, and that County will be provided thirty (30) days advance written notice of cancellation.

During the term of the Agreement, Zipty shall submit renewal evidence of insurance not less than thirty (30) calendar days prior to expiration of each policy required under this section, or as soon thereafter as possible.

**Minimum Limits.** Zipty shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$5,000,000 per occurrence, \$6,000,000 aggregate.

**Automobile Liability.** Provide Automobile liability insurance. The minimum limit is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Zipty shall maintain Professional Liability or Errors and Omissions Insurance. The Zipty shall maintain minimum limits of no less than \$5,000,000 per occurrence to cover all activities by Zipty and licensed staff employed or under contract to

Ziply. County, its agents, officers, and employees need *not* be named as additional insureds under this policy.

- F. **Workers' Compensation insurance for Washington State as required by Title 51 RCW.** County maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of the County's employees acting in the scope of their employment. Ziply acknowledges, agrees and understands that the County is self-funded for all its liability exposures.

County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. County agrees to provide at least 30 calendar days prior written notice of any material change in its self-funded program and, if requested, will provide a letter of self-insurance as adequate proof of coverage. Ziply further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add any party as an additional insured.

## EXHIBIT B

### STATEMENT OF WORK

#### SNOHOMISH COUNTY AND ZIPLY – VERLOT PROJECT

The County and Zply Fiber Northwest, LLC (“Zply”), (each a “Party” and together the “Parties”) understand and agree that all work will be pursuant to the provisions, terms and conditions of the Contract, including all attached Exhibits thereto.

#### 1. Project Overview:

Zply shall implement the Snohomish County and Zply Fiber - Verlot Project (the “Project”), which, after completion, will replace an existing low-capacity copper network with fiber optics capable of delivering a minimum of symmetrical 1/1 Gigabit per second to each premise at or below 80 milliseconds total round-trip latency. The Project will be capable of providing service to approximately 234 specific locations and Community Anchor Institutions. Up to eight strands of dark fiber in network funded by the County CLFR grant, as defined in Section 4.4, will be provided by Zply to the County for Government use as covered in the Indefeasible Right of Use Agreement (“IRU”), (Exhibit D).

#### 2. Background:

The community of Verlot lacks affordable and reliable broadband access. To ensure successful access to educational opportunities, to support a remote workforce, to provide access to healthcare and to support small business expansion, the development of a robust broadband network is essential. The increased broadband speeds as provided with this project will allow additional opportunities for regional commerce and growth by enhancing small business opportunities, promoting online education, and creating remote work options to communities that have historically suffered from being underserved and unserved.

#### 3. Work:

##### 3.1. Scope of Work

To design and construct a Gigabit Passive Optical Network (GPON) Fiber to the Premise (“FTTP”) network to unserved locations in Snohomish County in the Project Area including the unincorporated area of Verlot (see Project area Maps and Locations, Exhibit D, Attachment 2). Currently, Zply's service in the FTTP area in Snohomish County primarily consists of copper-based voice service and limited copper-based digital subscriber line (“DSL”) broadband service. To best serve the locations within this project area, network access infrastructure upgrades are required. The network upgrade will be designed to support gigabit speeds over a Gigabit Passive Optical Network (“GPON”) network architecture. Construction will include deployment of fiber optic cables (aerial placement, trenching, or directional bore) to place both feeder fiber to area fiber distribution hubs housing splitters and distribution fiber from there to locally placed fiber multi-service terminals where drop fiber is terminated to customers.

The last mile will consist of single mode fiber terminated on fiber terminals within drop distance of a customer address. The network drop and customer network interface will be placed to a

customer's property at the time of construction, provided the property owner orders service from Ziplly prior to complete construction of the network. Ziplly may charge customers for service drops that do not meet the criteria set forth above. Notwithstanding the foregoing, Ziplly may charge wholesale customers for service drops under Ziplly's Wholesale Internet Service Provider Program as more fully described in the IRU Agreement between the parties. Ziplly must ensure that the Project complies with all applicable Local, State, and/or Federal legal requirements.

### 3.2. Project Location

The Project will construct an FTTP network in the unincorporated area of Verlot. The Project will enable fiber connectivity to approximately 230 premises. A map and description of the required network connections is shown in Exhibit D, Attachment 1, 2 and 3 of the IRU. The Project will enable fiber connectivity to approximately 234 locations.

### 3.3. Ziplly Responsibilities

Ziplly shall be responsible for all necessary permitting, project management, and oversight of the construction of the Project. Ziplly shall design, construct, and deploy the Project. Ziplly shall establish and maintain a system of accounting and internal controls that complies with the Generally Accepted Accounting Principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to Ziplly's form of doing business.

Ziplly shall maintain any equipment where Contract funds are used to pay for all, or part of the equipment purchase costs as may be required under 2 CFR § 200.313. Ziplly shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

Ziplly shall ensure compliance with all requirements, as specified in this Contract, during construction of the project and for the duration of the term of the IRU. These requirements will include and not be limited to:

- Submission of financial and project status reports to the County.
- Compliance with state Prevailing Wages, Chapter 39.12 RCW, as applicable to the Project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040
- Comply with all applicable Local, State, and/or Federal legal requirements

Ziplly shall be responsible for completing all Project activities which include and are not limited to:

- **Engineering:** Including detailed design engineering, permitting and rights of way restoration, creation of construction documents
- **Procurement:** Identification, ordering, receiving, and inventory of all necessary materials and equipment.
- **Construction:** Advertisement of bids for contractor, contractor selection, construction management, advertisement of bids for drops contractor selection.
- **Customer connection/completion:** Installation of network equipment in customer homes. Network connections and provision of internet service.

ZiPLY shall market the services provided in connection with its network funded under this Agreement. On a quarterly basis for one year after the completion of the Project, ZiPLY shall provide a report to the County describing its efforts and providing samples of materials used in these efforts.

During construction, ZiPLY will work with the County to develop press releases and ZiPLY shall provide information in the affected neighborhoods about the Project. The ZiPLY local sales team will canvas the service area in outreach efforts to encourage customers to order service prior to completion of the construction of the network. ZiPLY is expecting initial take rates of 25% during construction and long term up to 60% of eligible premises in the Project area.

ZiPLY shall participate in programs that provide low-income consumers with subsidies on broadband internet access services, such as the Affordable Connectivity Program (ACP) and Lifeline or other programs as developed per federal and state guidelines. ZiPLY shall comply with the marketing requirements set forth in the ACP under 47 CFR §54.1804 or the requirements under federal and state guidelines. For the first year after completion of the Project, ZiPLY shall provide quarterly reports on the marketing efforts related to these defined low-income programs.

ZiPLY may retain exclusive rights to the network constructed with grant funds upon contract execution for a maximum of three years after funded project construction is completed. After three years the network must be open access for the remainder of the useful life of the project constructed. Open access means access to broadband services and infrastructure on transparent terms that are offered at fair market price and do not discriminate among users of the network.

### 3.4. Reporting

ZiPLY shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and local law, regulations, and guidance as applicable. The County reserves the option to modify reporting criteria in the future. At a minimum, ZiPLY shall submit, no later than the 15<sup>th</sup> of the month following each reporting period, in a format prescribed by the County, the following reports:

Report Title	Description
Request for Reimbursement, Form 4 As needed	Completed form requesting reimbursement including a signed Cost Certification.
Progress Report, Form 5 Quarterly	Project status: Not Started, Less than 50% complete, more than 50% complete, Complete Detailed report of enabled locations;, number of households, businesses, Anchor Institutions connected (broken out by those on Tribal lands and those not on Tribal lands), miles of fiber, cost per mile, cost per passing, and service drop outreach efforts.  Also provide report of speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service

<p>Location ID Report Form, Form 6 Updated Quarterly and at Project Completion</p>	<p>For each location: Latitude/longitude at the location where service will be installed; Location type – residential (with number of housing units), business or CAI; Speed tier at the location, pre-investment; Speed and latency at the location post-SLFRF investment including:</p> <ul style="list-style-type: none"> <li>• Maximum download speed offered</li> <li>• Maximum download speed delivered</li> <li>• Maximum upload speed offered</li> <li>• Maximum upload speed delivered</li> <li>• Latency; and</li> <li>• Standardized FCC Identifiers – Fabric ID# and FCC Issued Provider ID (as available)</li> </ul>
<p>Project Description, Form 7 Updated Quarterly and at Project Completion</p>	<p>For the project as a whole:</p> <ul style="list-style-type: none"> <li>• Project Start and End Dates</li> <li>• Construction Start and End Dates</li> <li>• Initiation of Operations Date</li> <li>• Miles of fiber deployed</li> <li>• Service levels</li> <li>• Technology Type</li> <li>• Total Miles of Fiber Deployed</li> <li>• Total Number of locations by type, tribal/non-tribal and speed</li> </ul>
<p>Project Completion Report</p>	<p>Letter on company letterhead that includes: Certification that the project was completed to the level of substantial completion and summarizes data from Forms 6 and 7 to include number of locations, number of miles, expenditure totals, etc.</p>

### 3.5. County Responsibilities

The County shall reimburse Ziplly for satisfactory completion of the services and requirements as specified in Contract and its attached Exhibit(s).

The County shall be responsible for providing a project manager and a financial point of contact during the contracting and construction of the Project. The County shall monitor Ziplly’s compliance with all ARPA CLFR requirements during construction of the project and for the duration of the term of the IRU. Ziplly shall cooperate with the County in its role to ensure compliance with all standards and applicable law and shall provide all lawfully required records/documents necessary to ensure compliance. These requirements will include and not be limited to:

- Auditing and review of records and documents with respect to all matters covered by Contract and IRU

- Performance Monitoring, including monitoring visits to assess the compliance with Contract requirements, quality, and practices
- Submission of financial and project status reports to the Department of Treasury
- Monitor Ziplly's compliance with state Prevailing Wages, Chapter 39.12 RCW, as applicable to the Project funded by this Contract

### 3.6. Deliverables

Ziplly shall replace an existing low-capacity copper network with fiber optics capable of delivering a minimum of symmetrical 1/1 Gigabit per second to each premise at or below 80 milliseconds total round-trip latency. The network will be designed to support gigabit speeds over a GPON network architecture. Ziplly shall deploy a single 100G circuit on the multiprotocol label switching network into the local areas deploying a ring configuration.

Ziplly shall ensure each addressable location will have fiber passing in the public right of way accessible through a customer drop with customer service drops that may be installed as set forth in Section 3.1 of this Exhibit B.

Approximated deliverables:

Number of last mile passings: 234

Fiber miles: 11.6

The available speed tiers for business, residential and Community Anchor Institutions shall be on transparent terms and offered at fair market price, competitive to services offered in other areas of Snohomish County.

**Ziplly shall ensure all Community Anchor Institutions as listed in Attachment 2 of the IRU are connected.**

### 3.7. Timeline

Changes to the timeline will require County approval. Changes to the timeline must be requested by Ziplly in accordance with Exhibit A, section XV, Notices and approved in writing by the County. Changes to the timeline may necessitate a written amendment to the Contract.

Construction of the Project must be completed and costs submitted no later than **September 30, 2026**.

Tasks	Start (Month/Year)	Estimated Completion
Engineering- Bid Documents	April 2024	August 2024
Initial Permits - Applied for	September 2024	February 2025
Estimated Construction	April 2025	July 2026
End User Service Delivery	August 2025	Ongoing <sup>1</sup>

<sup>1</sup> While Ziplly may continue to provide end user service in an ongoing manner, County's obligation to pay costs associated with the Project do not go past September 30, 2026.



#### 4. Invoicing and Payment Procedures:

##### 4.1. Eligible Expenditure Period

As part of this fixed amount subaward, the County shall pay for eligible and authorized costs supported by adequate documentation, as determined by the County, for the Work specified in this Contract. As set forth in Treasury’s implementing regulations, Ziplly may use funds awarded to cover eligible costs incurred during the period that begins on January 10, 2024, and ends on September 30, 2026. The not to exceed amount of federal funds (subaward and IRU Fee) for this period is \$1,624,357

##### 4.2. Invoicing

The County shall reimburse Ziplly for completion of the services and requirements as specified in Contract and its attached Exhibit(s), specifically as set forth in this Statement of Work and the IRU, Exhibit D. To request County reimbursement, Ziplly shall submit properly executed invoices to the County upon completion. Each invoice shall include a fully completed Request for Reimbursement – Actual Expenditures, Form 4, all outstanding project progress reports, prevailing wage documentation, itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by Ziplly during the time period covered by the invoice, together with supporting documentation substantiating such expenses. The County shall endeavor to reimburse Ziplly for properly executed invoices within thirty (30) calendar days of receipt of all necessary documentation.

##### 4.3. Withheld funds

There may be reserved moneys reimbursable to Ziplly during progress of this project, at a sum not to exceed 5%; said withheld percentage may be held until the project is completed, all submittal and contractual requirements are satisfied, and internet service has begun in accordance with agreed upon Contract scope of work.

##### 4.4. Estimate of Section expenses

The fixed cost for the Section is set forth in the table below:

End Points: Verlot	County Grant Funds	Ziplly Fiber Contribution	IRU Fee
Fire Protection District 23 / Robe Valley Fire station #23 (31907 Mountain Loop Hwy, Granite Falls, WA 98252)			
Verlot Public Service Center (33515 Mountain Loop Hwy; 48.091894, -121.780834)			
Turlo Campground (48.0923611, -121.7835444) (Note: Exact location of service drop to be determined during sitewalk.)			

Verlot Campground (48.09016667, -121.7758028) (Note: Exact location of service drop to be determined during sitewalk.)			
Old Robe Trail Head (48.0636.89 N 121 5123.05 W) (Note: Exact location of service drop to be determined during sitewalk.)			
Granite Falls Police Department (205 S Granite Ave Granite Falls, WA 98252)			
<b>Completion</b>	<b>\$1,577,835</b>	<b>\$179,929</b>	<b>\$46,522</b>

#### 4.5. Payment to Subcontractor(s)

ZiPLY agrees to pay each Subcontractor under Contract undisputed amounts and for satisfactory performance of its Subcontract within 45 days of the receipt of each payment ZiPLY receives with respect to the amounts owed from the County.

#### 4.6. Unspent Funds

If ZiPLY has retained any funds that have not been expended as of the termination of this Contract, ZiPLY shall return all such unspent funds to the County within ten (10) calendar days.

### 5. Budget

Type of Funding	Source Description	Amount
Grant/CLFR	Snohomish County	\$1,577,835
CLFR	IRU Fee	\$46,522
Local Match	ZiPLY local match	\$ 179,929
<b>Total Project Funding</b>		<b>\$ 1,804,286</b>

ZiPLY, by its signature, certifies that project funding from sources other than those provided by Contract and identified above has been reviewed and approved by the ZiPLY's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Contract, as of the date and year written below. ZiPLY shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for the County's review upon reasonable request.

### 6. Cost Overrun Procedures and Budget Amendment Requests

Proposed changes to Contract budget that change the total Contract amount or change the Statement of Work shall necessitate a written amendment to Contract with an established effective date.

Ziply bears all risk of construction costs, including cost overruns. Under no circumstances shall the County be responsible for payments of amounts in excess of the total amount authorized by this Agreement.

## EXHIBIT C

### CONTRACTOR / SUBCONTRACTOR TERMS

#### SNOHOMISH COUNTY AND ZIPLY – VERLOT PROJECT

Zipty and all of its contractors and subcontractors performing work on the Snohomish County and Zipty Verlot Project (the "Project") are subject to provisions provided in this document.

#### Required Forms:

- Certification Regarding Lobbying, Form 1
- Conflict of Interest, Form 2
- Civil Rights Assurances, Form 3

Submit completed forms to Snohomish County Project Manager

#### 1. Debarment and Suspension.

A. Zipty certifies that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where Zipty is unable to certify to any of the statements in this Contract, Zipty shall attach an explanation to this Contract.

C. Zipty agrees by signing this Contract that 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 County

D. Zipty further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

## LOWER TIER COVERED TRANSACTIONS

- i. The lower tier subcontractor certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier subcontractor is unable to certify to any of the statements in this Grant, such subcontractor shall attach an explanation to this Grant.

The terms: covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, currently available online at eCFR: 22 CFR Part 513 Subpart A – General

### 2. Conflicts.

ZiPLY's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. ZiPLY's employees, subcontractors, and board or committee members shall not have or acquire any interest, direct or indirect, that would conflict with the performance of services under this Contract. ZiPLY shall not employ or subcontract with persons who have conflicts of interest, nor appoint them as members of its governing board or advisory committee(s). ZiPLY's personnel and governing board or advisory committee policies of this Contract shall include written standard of conduct governing conflict of interest and kickbacks. ZiPLY shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200.112.

The County may, by written notice to ZiPLY, suspend or terminate this Contract in whole or in part if it is found that any of the following laws or their successors, have been violated in obtaining this Contract or in securing favorable treatment with respect to the awarding, amending, or the making of determinations with respect to this Contract or any subcontracts entered into by ZiPLY: 2 C.F.R. 200.318, Ethics in Public Service Act (chapter 42.23 RCW and 42.52 RCW), and Ethics Code (chapter 2.50 SCC).

### 3. Treatment of Assets.

Title to all property furnished by County shall remain in County. Title to all property the cost of which ZiPLY is entitled to be reimbursed as a direct item of cost under this Contract, shall remain and vest in ZiPLY, subject to Exhibit A Section XVIII and the Indefeasible Right to Use Agreement attached as Exhibit D to the Contract.

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

D. Ziplly shall surrender to County all property of County prior to settlement upon completion, termination or cancellation of this Contract.

All reference to Ziplly under this clause shall also include Ziplly's employees, agents or subcontractors.

4. **Prevailing Wage Law.** Ziplly certifies that all employees, contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. Ziplly shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for County's and Commerce's review upon request.
5. **Historical or Cultural Resources, Human Remains.** Subrecipient shall comply will all applicable federal, state, and local laws and regulations regarding protection of archaeological and historic resources and discovery of archaeological resources and human remains.
6. **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.
7. **Registration with Department of Revenue.** If required by law, Ziplly shall complete registration with the Washington State Department of Revenue.
8. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Ziplly shall comply with 2 C.F.R. 200.216 and shall require compliance with 2 C.F.R. 200.216 in any subcontract.
9. **System Award Management Exclusions.** Ziplly must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015.
10. **Indemnification.** Ziplly shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

Subcontractor shall protect, defend, indemnify, and hold harmless Snohomish County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that Snohomish County is a third-party beneficiary to its Contract with Ziplly and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.

**EXHIBIT D**

**IRU AGREEMENT**

**BY AND BETWEEN**

**ZIPLY FIBER NORTHWEST, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

**AND**

**SNOHOMISH COUNTY, WASHINGTON**

**DATE: June 28, 2024**

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## **IRU AGREEMENT**

THIS IRU AGREEMENT (this "Agreement") is made and entered into as of June 28, 2024 (the "Effective Date") between Ziplly Fiber Northwest, LLC, a Delaware limited liability company ("Ziplly"), and Snohomish County, a municipal corporation ("County"). County and Ziplly are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

### **RECITALS**

A. Ziplly will build, own, operate and maintain a fiber optic communications system in the area within the territorial jurisdiction of County ("Ziplly Network").

B. County desires to purchase from Ziplly an indefeasible right to use, and Ziplly is willing to sell to County an indefeasible right to use eight (8) strands of fiber within certain portions of the Ziplly Network on the terms and conditions set forth below.

Accordingly, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE 1.** **GRANT OF INDEFEASIBLE RIGHT TO USE**

1.1 **Grant of IRU.** Ziplly hereby sells, conveys, transfers, assigns, delivers, and grants to County, and County hereby accepts and acquires from Ziplly, a fully paid, exclusive and indefeasible right to use (the "IRU") up to eight (8) fiber strands within the Ziplly Network, as more particularly described in Attachment 1, Description of IRU Fibers (the "IRU Fibers"), which may be divided into segments ("Segments") with end points ("End Points") to be further defined by the parties, along with the right to access the IRU Fibers at the End Points of each Segment, and at other agreed locations as defined in Attachment 1, 2 and 3. The routes described in Attachments 1, 2 and 3 may be amended from time to time by Ziplly provided that routes for the IRU Fibers will be co-extensive to similar routes used by Ziplly on the Ziplly Network. For avoidance of doubt, the IRU Fibers will not include any portion of the Ziplly Network that could be considered a service drop from Ziplly's distribution network to a premise or other location, except for the County's premises at the End Points described in Attachment 1 and Attachment 3. The grant of the IRU to these certain fiber strands is made in connection with the Snohomish County and Ziplly -Verlot Project Agreement between the parties of even date with this Agreement.



1.2 **Exclusive IRU and Nonexclusive Associated Property.** The IRU is granted on the terms and subject to the covenants and conditions set forth in this Agreement and shall become effective on the Acceptance Date, as defined in article 4.2. The IRU shall be exclusive as to the IRU Fibers. The IRU does not include the right of County to own, control, maintain, modify or revise the Ziplly Network, or the right of physical access to, the right to encumber in any manner, or other use of the Ziplly Network except as expressly set forth in this Agreement.

1.3 **Effect of IRU.** To the fullest extent permitted by law, the Parties intend that the IRU shall grant, transfer and convey to County all beneficial right, title and interest in the IRU Fibers and that County shall have exclusive possession, use and control over and shall be for all purposes the equitable owner of the IRU Fibers during the IRU Term (defined in Section 5.1); provided, however, the IRU does not convey legal title or legal ownership of the IRU Fibers. For the sake of clarity, the IRU is intended by the Parties to be a beneficial property interest (as distinguished from a mere contractual interest). For the further sake of clarity, this Agreement is not intended by the Parties to be a revocable license, a lease or executory contract, but rather to effect the sale and purchase of the IRU by Ziplly to County for the IRU Term.

1.4 **Limitations.** The IRU shall not include: (i) the right to own, control, maintain, modify, relocate or repair the cable in which the IRU Fibers are located, any Ziplly equipment, or any other portion of Ziplly's Network; (ii) the right to physically access the cables or any other portion of Ziplly's Network or facilities except as set forth in Article 6 (Network Access) below; (iii) the right to encumber the cables or any other portion of Ziplly's Network or facilities in any manner; or (iv) the right to use the cables or any other portion of Ziplly's Network except as expressly set forth herein. County expressly acknowledges and agrees that County shall receive no rights to use any of Ziplly's equipment in connection with the IRU. Ziplly is not supplying nor is Ziplly obligated to supply to County any optronics or electronics or optical or electrical equipment or other facilities, all of which are solely the responsibility of County, nor is Ziplly responsible for performing any work in connection with the IRU Fibers other than as specified in this Agreement. Ziplly shall keep the cables, the IRU Fibers, Ziplly's equipment and all other portions of Ziplly's Network and facilities, free from any liens, rights or claims of any third party attributable to County. Notwithstanding the foregoing, County may access the Segments of the IRU Fibers at their respective End Points as more fully set forth Article 6 below.

1.5 **Network Configuration.** Ziplly shall have full and complete control and responsibility for determining the Ziplly Network and service configurations or designs, regrooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the Ziplly Network, provided that such control and responsibility shall not adversely affect the use by County of the IRU Fibers.

## **ARTICLE 2.** **CONSIDERATION FOR ADDITIONAL IRU FIBERS**

2.1 **IRU Fee for Additional Strands of Fiber.** In consideration of additional strands of fiber and the grant of the IRU hereunder by Ziplly to County, County agrees to pay to Ziplly, forty-six thousand five hundred twenty-two dollars (\$46,522) (the "IRU Fee"). The IRU Fee shall be due and payable after the Acceptance Date and within sixty (60) days of County's receipt of Ziplly's invoice for the IRU Fee.

2.2 **Invoices Late Charges and Fees.** Ziplly shall invoice County for all amounts due as referred to in Attachment 1, "Description of IRU Fibers". All uncontested invoices shall be due and payable within sixty (60) days of receipt by County. Within sixty (60) days, County shall pay all uncontested portions of the invoice and provide a written, detailed explanation of any contested portion. The parties will promptly discuss and reasonably resolve any contested issues. Ziplly reserves the right to apply a late charge equal to one and one percent (1.0%) per month (or the maximum legal rate, if less) on any unpaid uncontested balance after 60 days. County shall reimburse Ziplly for all reasonable fees Ziplly incurs collecting any past due uncontested charges from County including, but not limited to, reasonable attorneys' fees and collection fees.

### **ARTICLE 3.** **WHOLESALE ISP PROGRAM**

During the IRU Term, Ziplly shall establish and maintain a Wholesale Internet Service Provider Program (the "Program"). Under the Program, third party Internet service providers ("ISPs") may purchase Internet access and transport services from Ziplly in order to serve ISP end user customers using the Ziplly Network. Ziplly will establish reasonable pricing and other terms and conditions of the Program and may amend such terms and conditions from time to time. Any use of the Ziplly Network will be subject to such pricing, terms and conditions, together with any other policies of Ziplly, such as Ziplly's Acceptable Use Policy, and any applicable tariffs or other laws or regulations. The Program will cover the use of the Ziplly Network within the area described in Attachment 1, 2, and 3. Nothing in this Agreement or the Program will (a) require Ziplly to expand, modify or alter the Ziplly Network in any way, (b) require Ziplly to install any service drops to serve any customer of an ISP, (c) require Ziplly to permit an ISP or any other third party to install any service drop or other network extension from the Ziplly Network, (d) require Ziplly to provide collocation to any ISP or any other third party within Ziplly facilities, or (e) require Ziplly to provide any equipment or other hardware to an ISP or any other third party, all unless otherwise agreed between Ziplly and an ISP or other third party on reasonable commercial terms. The Program shall provide service that is designed to be capable to reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds, or such faster download and upload speeds as measured at the premises of the end user. Nothing in this Agreement shall restrict or prohibit Ziplly from charging ISPs for collocation services or for service drops to end users' premises.

In addition to the Program, Ziplly represents that it currently participates in the Federal Communications Commission's Affordable Connectivity Program ("ACP") and currently intends to participate in the ACP through the current term of the program. If Ziplly does not participate in

the ACP, Ziplly will provide access to its end user subscribers to a government financed broad-based affordability program to low-income consumers in the Ziplly Network area covered by this IRU Agreement that provides benefits to low-income households commensurate with those provided under the ACP, and which shall meet affordability (and speed requirements) for low-income programs through the IRU Term.

In the event that Ziplly amends the Program during the Term, Ziplly shall ensure that service is available to ISPs on a reasonable and non-discriminatory basis for similarly situated ISPs.

**ARTICLE 4.**  
**ACCEPTANCE AND TESTING OF COUNTY CONNECTIVITY**

4.1 **Completed Ziplly System Testing.** Upon completion of each phase, Ziplly shall perform an Optical Time Domain Reflectometer (OTDR) test or similar industry standard evaluation of the IRU Fibers to verify that the IRU Fibers may operate with a no greater than the loss budget designated by Ziplly which shall be similar to industry standards for similar projects. Ziplly will provide the results of these tests to County for verification. When Ziplly has determined that the IRU Fibers have been installed and are operating appropriately in a phase, Ziplly shall promptly notify County that the IRU Fibers in that phase are available.

4.2 **Notice of Completion to County.** When Ziplly gives written notice (including by email) to County that the IRU Fibers are available in a Segment, County shall be provided ten (10) business days to verify the IRU Fibers are acceptable; however, County shall not be required to conduct such verification. On or before the expiration of the ten business-day period County will provide notice that it accepts the County Connectivity or reject it by specifying in writing the defect or failure in the County Connectivity that is the basis for such rejection. If County fails to notify Ziplly of its acceptance or rejection of the County Connectivity within ten (10) days following County's receipt of notice of availability, County shall be deemed to have accepted the IRU Fibers. The date of such notice of acceptance or deemed acceptance of the IRU Fibers shall be the "Acceptance Date". In the event of any good faith rejection by County, Ziplly shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure. The foregoing notwithstanding, if County uses IRU Fibers to carry traffic prior to acceptance by County, such use shall constitute acceptance of the IRU Fibers, and the date of such use shall be the "Acceptance Date".

**ARTICLE 5.**  
**TERM AND ABANDONMENT BY COUNTY**

5.1 **Term of IRUs and Termination of Agreement.** The IRU granted pursuant to this Agreement shall begin on the Effective Date and shall extend until the date that is twenty-five (25) years after the date final payment is made under the Ziplly Grant Agreement (the “IRU Term”) by County. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration, including but not limited to expenses incurred or commitments made by Ziplly prior to the expiration in connection with performance under this Agreement, and shall not affect the IRU granted to the County pursuant to this Agreement with respect to IRU Fibers completed prior to termination for the duration of the IRU Term, which shall survive for the duration of the IRU Term. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

5.2 **Removal of County’s Property Upon Termination of IRU.** Upon 1) the expiration of the Term, 2) termination, or 3) abandonment of this Agreement by the County, the IRU shall immediately terminate and all rights of County to use the IRU Fibers shall cease, and Ziplly shall owe County no further duties or consideration. County shall, within forty-five (45) days of expiration, termination of the Agreement, or abandonment of this Agreement by the County, remove all of County’s electronics, equipment, and other County property from the Ziplly Network at County’s sole cost and under Ziplly’s supervision. If County fails to so remove County property, Ziplly may remove the property and store it and shall invoice County for such removal and storage at rates to be determined by Ziplly. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration. In good faith, Ziplly will negotiate with the County for extension of the IRU Term at least one (1) year prior to the expiration provided that the County provides prior written notice to Ziplly of its intent to negotiate.

5.3 **Abandonment by County.** If at any time County determines that it does not want to retain the IRU Fibers, or any portion of them County shall have the right to abandon the IRU Fibers, or such portion(s) of them, by written notice to Ziplly. In the case of abandonment, the IRU shall be automatically modified to delete that portion of the IRU Fibers.

5.4 **Abandonment by Ziplly.** If at any time during the term of this Agreement, Ziplly determines that it does not wish to provide service to customers over its fiber strands included in the cables in which the IRU Fibers are placed (“Project Fibers”), Ziplly shall provide notice to County of its intent to abandon the Project Fibers. Within ninety (90) days of such notice, County may notify Ziplly that it wishes to take ownership of the Project Fibers. Upon such notice, the parties will proceed to transfer such ownership to County without further payment. Such transfer shall be on “AS IS” and “WHERE IS” basis, without any warranty by Ziplly, and Ziplly shall be released of all liability with respect to the Project Fibers, the transfer of the Project Fibers and this Agreement.

## **ARTICLE 6.** **NETWORK ACCESS**

6.1 **Access.** Ziplly shall provide County with access to the IRU Fibers at the Ziplly Fiber Central Office(s) and at agreed hub locations identified in Attachment 1 in order for County to connect the County system to the IRU Fibers. These connections are hereinafter collectively referred to as the “Connecting Points”. This Agreement specifically excludes access to any Ziplly fiber facilities existing on or before January 13, 2022, unless they are identified on Attachment 1. The identification of fiber facilities on Attachment 1 are an approximation and are subject to amendment once final engineering is complete. Subject to any Underlying Rights, Ziplly shall provide County with reasonable access to Connecting Points (a) during regular business hours or (b) in order to address an emergency, at all times on a 24 hour/ 7 days per week basis. County acknowledges that escorted access may be required at any Connecting Point. If escorted access is required, County shall notify Ziplly of a need for access reasonably in advance of such access. Ziplly shall provide such escorted access at no cost to County. It is the responsibility of County to obtain all governmental and other approvals and consents necessary to access and/or interconnect the IRU Fibers with County’s system at a Connecting Point. Nothing in this Agreement shall require Ziplly to provide any collocation services within Ziplly facilities to County unless required to access and utilize IRU Fibers at End Points, subject to space and power availability and the execution by Grantee of a collocation agreement describing the terms and conditions of such collocation services at no cost to the Grantee. Any such collocation services not related to IRU Fiber access and utilization at End Points may be separately agreed to by the Parties, including any pricing and other terms and conditions.

6.2 **Splicing and Other Work.** Unless otherwise agreed in writing, Ziplly shall be responsible for, shall undertake, and shall control in its sole discretion, all necessary splicing on or to fiber optic facilities, including IRU Fibers. County may request (which request Ziplly shall not unreasonably deny), access to IRU Fibers at additional access/splice points, provided that such access/splice points are: i) technically feasible in Ziplly’s reasonable opinion, ii) County agrees to pay a reasonable splice fee at the time, iii) all work shall be performed by Ziplly or a contractor operating under its direction, and iv) the agreements governing Ziplly’s use and occupancy of the right of way at the access/splice points permit such activity. Normal requests for splicing shall be

submitted at least thirty (30) days prior to the requested splicing date. Ziplly shall obtain any and all permits necessary for such splicing. County agrees that it will not perform any splicing or interfere in any manner with the Ziplly fibers at any time for any reason.

**ARTICLE 7.**  
**PERMITS; UNDERLYING RIGHTS**

7.1 **Underlying Rights.** Ziplly agrees and warrants that they have obtained all required rights of way and related or similar rights for construction and operation of the Ziplly Network (the “Underlying Rights”). Ziplly will use its commercially reasonable best efforts to maintain the Underlying Rights for the Term of this Agreement. The IRU is subject to the terms of the Underlying Rights, and subject to the terms under which the right of way is owned or held by Ziplly of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The IRU granted hereunder is further subject and subordinate to the prior right of Ziplly of the Underlying Rights to use the right of way for other business activities, including energy or railroad operations, telecommunications use, pipeline operations or any other purposes. The rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Underlying Rights. Nothing herein shall be construed as to be a representation, warranty or covenant of Ziplly’s right, title or interest with respect to the right of way or the Underlying Rights, provided that Ziplly represents that it has no actual knowledge that any grantor has asserted to Ziplly any right, limitation, restriction or reservation that would materially interfere or could reasonably be expected to interfere with the IRU granted to the County during the IRU Term.

7.2 **Relocation.** If, after the Effective Date, Ziplly is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by Ziplly or provider of any Underlying Rights, (iii) by any other person having the authority to so require (each a “Relocating Authority”), or (iv) by the occurrence of any Force Majeure Event as set forth in Section 15, to relocate the Ziplly Network or any portion thereof, Ziplly shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. If and to the extent that a relocation is not the result of a failure by County to observe and perform its obligations under this Agreement, the costs of relocations of the Ziplly System are the responsibility of Ziplly. County shall reimburse Ziplly for Ziplly’s Costs (including but not limited to testing and including amounts paid to a Relocating Authority to avoid relocation) if the relocation is entirely caused by a failure by County to observe and perform its obligations under this Agreement.

7.3 **County Resolution of Underlying Rights.** Notwithstanding anything herein to the contrary, in the event Ziplly is unable to resolve any issue with respect to the continuation of

the Underlying Rights in a manner reasonably acceptable to County, County may, with Ziplly's advance written approval, which approval shall not unreasonably be withheld, delayed or conditioned (e.g., if not allowed under any grantor third party agreement), attempt to resolve the issue directly with the grantor of such underlying rights. In such case County agrees to use reasonable efforts to work with any other affected third parties also utilizing the Ziplly Network in compliance with the Underlying Rights.

## **ARTICLE 8.** **USE OF ZIPLY SYSTEM**

**8.1 County Compliance with All Applicable Laws and Regulations.** County will use the IRU Fibers in compliance with and subject to all applicable government codes, ordinances, laws, rules and regulations as they now exist or are hereinafter amended.

**8.2 Use Limitations.** County may use the IRU Fibers for internal use or for benefit of governmental or quasi-governmental public services only. County may not sell or use the IRU Fibers for any commercial purpose and may not permit third parties to use the IRU Fibers for any commercial purpose, including but not limited to any wholesale or retail offer or sale of telecommunications services. All use of Ziplly Network will be subject to Ziplly's Acceptable Use Policy as may be amended by Ziplly from time to time. The current version of the Acceptable Use Policy (as of March 27, 2024) is attached to this IRU as Attachment 4.

**8.3 Notice of Impending Damage.** County and Ziplly shall promptly notify each other of any known matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the Ziplly Network that are known to such Party.

**8.4 No Interference with Ziplly Network.** County shall not use its systems in a way that interferes in any way with or adversely affects the use of the Ziplly Network by Ziplly or any other person and Ziplly shall not use its systems in a way that interferes in any way with or adversely affects the County's rights under the IRU during the IRU term.

**8.5 Further Cooperation.** County and Ziplly each agree to cooperate with the other in complying with any requirements applicable to their respective rights and obligations hereunder.

## **ARTICLE 9.** **MAINTENANCE**

For the IRU Term, Ziplly shall use commercially reasonable efforts to maintain the Ziplly Network, including the IRU Fibers, in accordance with the maintenance requirements and procedures that Ziplly uses in maintaining the Ziplly Network.

**ARTICLE 10.**  
**LIMITATION OF LIABILITY AND INDEMNIFICATION**

9.1 **Only Actual Damages.** Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable to the other party or any third party for any special, incidental, indirect, punitive or consequential costs, liabilities or damages, whether foreseeable or not, arising out of, or in connection with, such party's performance of its obligations under this Agreement.

9.2 **Casualty Loss.** The parties hereto agree that neither party, their respective managers, members, officers, commissioners, employees insurance carriers and casualty policies shall be responsible to the other party for any property loss or damage done to the other party's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be each party's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the other party, third party, or act of nature. In this regard, each party hereby releases and discharges the other party and their respective managers, members, officers, commissioners, and employees from any claims for loss or damage to property.

10.3 **Indemnification.** To the fullest extent permitted by law, Ziplly shall indemnify, defend, and hold harmless County, its officers, officials, employees and agents, for, from and against all claims for damage to tangible property or injuries or death arising out of, or resulting from, the performance of this Agreement. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

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

Ziplly expressly agrees to indemnify, defend, and hold harmless County for any claim arising out of or incident to Ziplly's or any subcontractor's performance or failure to perform under this Agreement. Ziplly's obligation to indemnify, defend, and hold harmless County shall not be eliminated or reduced by any actual or alleged concurrent negligence of County or their agents, agencies, employees and officials.

10.4. **Limited Waiver of Immunity Under Washington State Industrial Insurance Act, Title 51 RCW and other Similar Industrial Insurance Schemes:** For purposes of the foregoing indemnification provision, and only to the extent of claims against each other under such indemnification provision, each party specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, the United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers'



compensation schemes. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto. Ziplly shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

#### 10.5 Infringement Indemnity.

a) Ziplly shall, at its own expense, (i) defend County in any claim or legal action in the United States, alleging that the use of any product or service ("Product") provided by Ziplly to County under this Agreement, directly or indirectly infringes (including contributory infringement), misappropriates, or violates any patent, trademark, trade secret right, copyright, or other intellectual property or proprietary rights of any nature in any jurisdiction of the world, of any third party ("Infringement Claim"); and (ii) pay any settlement reached or final award, including reasonable attorney's fees, for infringement, excluding any damages or awards arising out of or based on the amount of use that County makes of the Product or the revenue County receives from using the Product. As a condition of such defense or payment, County is required to (i) give Ziplly control of the defense and/or settlement of the Infringement Claim and (ii) cooperate fully with Ziplly in such defense or settlement. County may, at its own expense, participate fully in the defense of any such Infringement Claim.

(b) In the event Ziplly becomes aware of a potential Infringement Claim, Ziplly shall use its reasonable best efforts to avoid an interruption of County service and may (or in the case of an award of an injunction, shall) at its sole option and expense: (i) procure for County the right to continue using the alleged infringing Product(s); (ii) replace or modify the alleged infringing Product(s) with an equivalent product(s) so that County's use is non-infringing; or (iii) if the remedies under the foregoing clauses (i) and (ii) are not commercially feasible, require County to return the affected portion of the Product(s) and refund to County for the depreciated value (as carried on the County's books) of such Product(s).

(c) Ziplly has no obligation or liability in respect to any Infringement Claim for the value of the use of a non-Ziplly product, service, data, business process, or other intellectual property rights, including County products, services, data and business processes and/or in the event that the affected Product: (i) is manufactured, designed or supplied by Ziplly in accordance with any design or special instruction furnished by County (ii) is used by County in a manner or for a purpose not contemplated by this Agreement or Ziplly's Product documentation; (iii) is used or located by County in a country other than the United States; (iv) is used by County in combination with other products or applications

not provided by Ziplly under this Agreement excepting any such combination of the Products that is set out in Ziplly's specifications set forth in the Product documentation as it may be updated from time to time including any software developed by County through the permitted use of Products; or (v) is modified by County without authorization from Ziplly. If County continues use of the affected Product notwithstanding Ziplly's request to replace, modify or return the Product, Ziplly shall not be liable for such use. County shall pay Ziplly any settlement reached or final award for any and all claims against Ziplly for infringement based upon any of the foregoing.

(d) THE PROVISIONS OF THIS SECTION 10.5 CONSTITUTE THE EXCLUSIVE RECOURSE OF COUNTY AND THE ENTIRE OBLIGATION AND LIABILITY OF ZIPLY WITH RESPECT TO ANY CLAIM FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

## ARTICLE 11. INSURANCE

11.1 **Insurance.** Ziplly shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect County should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of Ziplly or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The deductible and/or self-insured retention of the policies shall not limit or apply to the Ziplly's liability to the County and shall be the sole responsibility of the Contractor. All policies shall be primary to any other valid and collectable insurance. Ziplly shall instruct the insurers to give County ten (10) calendar days advance notice of any insurance cancellation or non-renewal. Ziplly's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by County.

Ziplly is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Additional Insureds.** Except for Professional Liability or Errors and Omissions Insurance and Worker's Compensation, the insurance shall name Snohomish County, their agents, officers, officials and employees as additional insureds under the insurance policy.

**Evidence of Insurance.** Zippy shall submit to County before contract execution and within fifteen (15) calendar days of a written request by County, evidence of insurance which outline the coverage and limits defined in this insurance section. Zippy shall provide copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered (including additional insured endorsement), the amounts, the period of coverage, and that County will be provided thirty (30) days advance written notice of cancellation.

During the term of the Agreement, Zippy shall submit renewal evidence of insurance not less than thirty (30) calendar days prior to expiration of each policy required under this section, or as soon thereafter as possible.

**Minimum Limits.** Zippy shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$5,000,000 per occurrence, \$6,000,000 aggregate.

**Automobile Liability.** Provide Automobile liability insurance. The minimum limit is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** Zippy shall maintain Professional Liability or Errors and Omissions Insurance. Zippy shall maintain minimum limits of no less than \$5,000,000 per occurrence to cover all activities by Zippy and licensed staff employed or under contract to Zippy. County, their agents, officers, and employees need *not* be named as additional insureds under this policy.

#### **11.2 Workers' Compensation insurance for Washington State as required by Title 51 RCW.**

County maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of the County's employees acting in the scope of their employment. Zippy acknowledges, agrees and understands that the County is self-funded for all its liability exposures.

County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. County agrees to provide at least 30 calendar days prior written notice of any material change in its self-funded program and, if requested, will provide a letter of self-insurance as adequate proof of coverage. Ziplly further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add any party as an additional insured.

**ARTICLE 12.**  
**GOVERNMENTAL IMPOSITIONS OCCASSIONED BY THIS AGREEMENT**

12.1 **Impositions Defined.** “Impositions” means all taxes, fees, levies, duties, charges or withholdings of any nature (other than franchise, license and permit fees), together with any penalties, fines or interest thereon, arising out of the transactions contemplated by this Agreement that are imposed upon the Ziplly Network by any federal, state or local government or other public taxing authority as a result of this Agreement or any right granted hereunder.

12.2 [Intentionally Deleted.]

12.3 **County’s Responsibility.** Except for taxes based on Ziplly’s net income, County shall be responsible for and shall pay all Impositions (a) imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to County with respect to the IRU Fibers; or (b) which have been separately assessed, allocated to, or imposed on the IRU Fibers.

(a) To the extent such Impositions are not separately assessed, allocated to or imposed on the IRU Fibers, Ziplly will pay all such Impositions and provide notice of a reasonable allocation to County and the basis of that allocation. County shall promptly reimburse Ziplly for County’s reasonable share of all such Impositions.

(b) “County’s share” shall mean County’s pro rata share of such Impositions based on the basis of the Imposition, including but not limited to total receipts, income, or fiber mile, which shall be allocated relative to the number of IRU Fibers in the affected portion of the Ziplly Network compared with the total amount of fibers in the affected portion of the Ziplly Network during the relevant tax period.

12.4 **Impositions Reporting.** Ziplly and County agree to cooperate fully in the preparation of any returns or reports relating to the Impositions.

**ARTICLE 13.**

## NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, by a reputable overnight courier, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

All notices and other communications shall be given to Ziplly at:

Ziplly Fiber Northwest, LLC  
ATTN: Legal Dept.  
135 Lake Street South, Suite 155  
Kirkland, WA 98103  
Email: [legal@ziplly.com](mailto:legal@ziplly.com)

All notices and other communications shall be given to County at:

Snohomish County  
ATTN: IT Director  
3000 Rockefeller Ave, M/S 709  
Everett, WA 98201  
Email: [DIS.Admin@snoco.org](mailto:DIS.Admin@snoco.org)

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

## ARTICLE 14. DEFAULT

14.1 **Default Defined.** A default shall be deemed to have occurred under this Agreement if, in the case of a material breach of this Agreement, a Party fails to cure such material breach within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

14.2 **No Early Termination of IRU for Default.** Notwithstanding anything to the contrary in this Agreement, once County has paid the IRU Fee to Ziplly, prior to the expiration of the Term of this Agreement, Ziplly may not terminate County's rights in the IRU Fibers for the duration of the IRU Term for any reason except by order of a court of law. Notwithstanding the

foregoing, Ziplly may suspend the right to use IRU Fibers to the extent necessary to stop any breach of Article 8 until such time as the breach has been cured.

14.3 **County's Cure of Service Default.** Notwithstanding any other provision of this Agreement, in the event, regardless of reason or Ziplly's good faith attempts, Ziplly does not or is unable to perform the services described in this Agreement, or does not or is unable perform services in compliance with the standards and specifications set forth in this Agreement, County may (but is not obligated), upon written notice to Ziplly reasonable under the circumstances but without authorization from Ziplly, perform such services or work and/or take such action that it deems necessary without subjecting itself to any liability to Ziplly. In such instances, County may request Ziplly to pay County an amount equal to the actual costs of services performed by County less County's proportionate share (based on fiber count). If County requests payment, Ziplly will remit payment to County within thirty (30) days from the date of County's invoice.

14.4 **Injunctive Relief.** The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each Party shall be entitled to specific performance of the obligations hereunder and/or injunctive relief, this being in addition to any other right or legal remedy available to such Party.

#### **ARTICLE 15.** **REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS**

Each Party represents and warrants that:

- (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement.
- (b) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
- (c) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR

PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY  
DISCLAIMED.

**ARTICLE 16.**  
**FORCE MAJEURE**

Neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; wind; pandemic; flood; fiber or cable cut not resulting from the responsible Party's failure; or other material which cannot be remedied as provided in article 1.4 and then only during such periods as may be required to reasonably repair the fiber or cable cut, or other material failures shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure; failure of third party power or system failures, lack of or delay in transportation not resulting from the responsible Party's failure; government codes, ordinances, laws, rules, regulations or restrictions (collectively, "Regulations"); war or civil disorder; strikes or other labor disputes; failure of a third party to grant or recognize an Underlying Right; inability of Zply to obtain access to the Zply Network not resulting from the Zply's failure; or any other cause beyond the reasonable control of such Party.

**ARTICLE 17.**  
**ASSIGNMENT AND COUNTY FIBER TRANSFERS**

17.1 **No Assignment.** Except as specifically provided herein, neither Party may assign any rights or duties under this Agreement or this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, conditioned or withheld.

17.2 **Assignment to Affiliate or Successor of Zply.** The foregoing notwithstanding, Zply may, without the prior consent of, but upon 90 days' notice to the other Party, assign this Agreement to (a) an affiliate of Zply, (b) the parent of the Zply, (c) any company into which the Zply may be merged or consolidated, or (d) any company that acquires substantially all of the assets or stock of Zply; provided the assignee shall be subject to all the provisions of this Agreement. An "affiliate" of Zply shall mean any company or entity which, directly or indirectly, controls or is controlled by or is under common control with Zply, or a successor company to Zply by merger, consolidation, or non-bankruptcy reorganization. For purpose of the definition of "affiliate," the word "control" (including "controlled by" and "under common control with") means, with respect to any corporation, partnership, or association, possession, directly or indirectly, of the power to direct or cause the direction of the management and policy of a particular corporation, partnership or association, whether through the ownership of voting securities or by contract or otherwise.

17.3 **Assignment for Collateral.** Each Party (referred to in this Article 17.3, as the "Assigning Party") shall also have the right, without the other Party's consent, to assign or otherwise transfer this Agreement as collateral to any institutional lender to the Assigning Party



(or institutional lender to any permitted transferee or assignee of the Assigning Party); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement. In the event any such lender assigns any rights it has under this Agreement, the other Party to this Agreement agrees to accept performance of this Agreement by the assignee so long as the assignee is subject to the provisions of this Agreement. Any lien rights claimed by County under this Agreement shall be and are hereby specifically subordinated to the security interests of the lender(s) of Zply and its affiliates.

17.4 **Other IRUs.** Nothing contained in this Article shall be deemed or construed to prohibit Zply from selling, transferring, leasing, licensing, granting indefeasible rights of use or entering into similar agreements or arrangements with other persons respecting any facilities constituting a part of the Zply Network. Nothing contained in this Article shall be deemed or construed to prohibit County from leasing, licensing, subleasing, granting indefeasible rights of use or entering into similar agreements or arrangements with other persons respecting other fibers.

## ARTICLE 18. GENERAL

18.1 **Binding Effect.** This Agreement and each of the parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

18.2 **Waiver.** The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

18.3 **Governing Law.** This Agreement and all disputes or claims arising therefrom shall be governed by and construed in accordance with laws of the State of Washington without reference to its choice of laws principles.

18.4 **Rules of Construction.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(a) Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but

shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(b) Except as set forth to the contrary herein, any right or remedy of County or Ziplly shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

(c) Nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party of this Agreement.

(d) This Agreement has been fully negotiated between and jointly drafted by the Parties.

(e) All actions, activities, consents, approvals and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement, the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

**18.5 No Personal Liability.** Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Article and shall be entitled to enforce the obligations of this Article.

**18.6 Relationship of the Parties.** The relationship between County and Ziplly shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. County and Ziplly, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

**18.7 Severability.** If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.8 **Survival.** All obligations of this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

18.9 **Time.** It is mutually agreed and understood that time is of the essence of this Agreement.

18.10 **Attorney Fees.** In the event of litigation or other action brought to enforce the Ziplly Grant Agreement or IRU terms, each party agrees to bear its own attorney's fees and costs.

18.11 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

*Signature page follows*

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

**ZIPLY:**

ZIPLY FIBER NORTHWEST, LLC

By: Chris Denzin

Name: Chris Denzin

Title: COO

Date: 6/28/24

**COUNTY:**

SNOHOMISH COUNTY, WASHINGTON

By: \_\_\_\_\_

Name: Ken Klein  
Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

**ZIPLY:**

ZIPLY FIBER NORTHWEST, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY:**

SNOHOMISH COUNTY, WASHINGTON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 1

### DESCRIPTION OF IRU FIBERS

Each defined section will have up to eight (8) fibers assigned to the IRU and as generally depicted in the maps in Attachment 2 and specifically detailed in the Ziplly Grant Agreement Exhibit B (Statement of Work), Section 4.4 and the tables below. IRU Fibers will be in cables that run from access point to access point in the areas defined in the maps. The table below identifies known segments and end points, and final listing of end points will be defined during the final Engineering process for acceptance by the County. Access procedures will be defined and communicated to the County during the final design process and shall include the Community Anchor Institutions (CAIs) and Points of Interest listed in Attachment 2 and County facilities.

Description of IRU Fibers:

Location	IRU Fiber Count
<b>Verlot</b>	
Granite Falls Police Department	8
Public Service Center, 33515 Mountain Loop Hwy, Granite Falls, WA	8
Fire District 23, 31907 Mountain Loop Hwy, Granite Falls, WA	8
Turlo Campground 48.091, -121.782	8
Verlot Campground 48.090, -121.777	8
Old Robe Trail Head <u>[48.0636.89 N 121 5123.05 W]</u>	8

**Description of Access/Connecting Points at Individual Endpoints:**

The Individual endpoints requested by the County are identified on maps in Attachment 3, "Snohomish County Endpoints", with additional fee, fiber count and construction details contained in the table below.

The fixed cost for each Section is set forth in the table below:

<b>End Points:</b>	<b>County Grant Funds</b>	<b>Zipty Fiber Contribution</b>	<b>IRU Fee</b>
<b>Verlot</b>			
Fire Protection District 23 / Robe Valley Fire station #23 (31907 Mountain Loop Hwy, Granite Falls, WA 98252)			
Verlot Public Service Center (33515 Mountain Loop Hwy; 48.091894, -121.780834)			
Turlo Campground (48.0923611, -121.7835444) (Note: Exact location of service drop to be determined during site walk.)			
Verlot Campground (48.09016667, -121.7758028) (Note: Exact location of service drop to be determined during site walk.)			
Old Robe Trail Head 48.0636.89 N 121 5123.05 W (Note: Exact location of service drop to be determined during site walk.)			
Granite Falls Police Department (205 S Granite Ave Granite Falls, WA 98252)			
<b>Completion</b>	<b>\$1,577,835</b>	<b>\$179,929</b>	<b>\$46,522</b>

## ATTACHMENT 2 PROJECT AREA MAPS AND LOCATIONS

### Verlot – Area Maps



### Verlot - List of Community Anchor Institutions (CAIs) and Points of Interest:

Location
Granite Falls Police Department, 205 S Granite Ave, Granite Falls, WA
Public Service Center, 33515 Mountain Loop Hwy, Granite Falls, WA
Fire District 23, 31907 Mountain Loop Hwy, Granite Falls, WA
Turlo Campground 48.091, -121.782 <sup>1</sup>
Verlot Campground 48.090, -121.777 <sup>1</sup>
Old Robe Trailhead <sup>1</sup> , 48.0636.89 N 121 5123.05 W

<sup>1</sup> Point of Interest



Verlot - Location List

id	location_id	address_primary	city	state	zip	latitude	longitude
4670315	1337139277	205 S Granite Ave	Granite Falls	WA	98252	48.0818083	-121.9689736
	NA	34027 Mountain Loop Hwy	Granite Falls	WA	98252	48.091894	-121.780834
4195239	1337272496	31831 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09775199	-121.8025671
4195800	1337236360	32610 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09631785	-121.792023
4195274	1337236361	32814 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09679289	-121.7898627
4195797	1337236362	32910 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.0958987	-121.7887846
4195799	1337236363	32410 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09598171	-121.7949122
4195243	1337236364	32326 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09596771	-121.7963565
3988901	1337236366	32226 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09675789	-121.7979345
4195245	1337236367	32518 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09700292	-121.7939511
4195244	1337236368	32604 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09671789	-121.792889
4195275	1337236370	32302 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09628084	-121.7966955
4195798	1337236371	32522 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09673789	-121.792989
578023	1337239486	26810 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10760698	-121.8709958
577705	1337239489	28202 MOUNTAIN LOOP HWY BLDG 2	GRANITE FALLS	WA	98252	48.108841	-121.8510679
578025	1337239491	28902 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10811003	-121.8417069
628570	1337239496	28726 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10853107	-121.8448672
578024	1337239499	26920 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10761098	-121.8659283
577717	1337239500	28202 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.108858	-121.8505739
4195804	1337241442	35713 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.0828084	-121.751585
4195803	1337241445	35711 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08332155	-121.751335

4195802	1337241447	35633 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08428664	-121.752095
4195801	1337241450	35623 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.0848606	-121.752039
4053589	1337241451	35786 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08497061	-121.7524391
4195814	1337241455	34411 BENSON CREEK RD	GRANITE FALLS	WA	98252	48.08907712	-121.7696788
4195812	1337241456	34011 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09014023	-121.7746953
4195811	1337241458	34613 BENSON CREEK RD	GRANITE FALLS	WA	98252	48.08895701	-121.7661234
4195810	1337241462	34027 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08973719	-121.7738561
4195815	1337241463	34211 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08942616	-121.7711399
3953798	1337243828	9909 353RD DR NE	GRANITE FALLS	WA	98252	48.08652787	-121.7576906
3953794	1337243829	9805 353RD DR NE	GRANITE FALLS	WA	98252	48.08552777	-121.7579125
3953799	1337243830	9917 353RD DR NE	GRANITE FALLS	WA	98252	48.08667188	-121.7577235
3953857	1337243831	10020 351ST DR NE	GRANITE FALLS	WA	98252	48.08713093	-121.7586177
3953797	1337243833	9905 353RD DR NE	GRANITE FALLS	WA	98252	48.08634085	-121.7575176
3953800	1337243834	9921 353RD DR NE	GRANITE FALLS	WA	98252	48.0868018	-121.7578565
3953795	1337243837	9825 353RD DR NE	GRANITE FALLS	WA	98252	48.08601682	-121.7578285
3953860	1337243838	10002 351ST DR NE	GRANITE FALLS	WA	98252	48.08723194	-121.7594458
3953861	1337243841	9904 351ST DR NE	GRANITE FALLS	WA	98252	48.08620884	-121.7605849
3953801	1337243842	10003 353RD DR NE	GRANITE FALLS	WA	98252	48.0868288	-121.7578735
1162035	1337243843	9908 353RD DR NE	GRANITE FALLS	WA	98252	48.08675189	-121.7582237
3953802	1337243845	10011 353RD DR NE	GRANITE FALLS	WA	98252	48.08693681	-121.7582177
3953796	1337243846	9829 353RD DR NE	GRANITE FALLS	WA	98252	48.08618783	-121.7577785
3953858	1337243847	10016 351ST DR NE	GRANITE FALLS	WA	98252	48.08716093	-121.7588066
3953859	1337243848	10010 351ST DR NE	GRANITE FALLS	WA	98252	48.08723794	-121.7591897
4053032	1337243849	9894 351ST DR NE	GRANITE FALLS	WA	98252	48.08709792	-121.7597017
3953803	1337243851	10017 353RD DR NE	GRANITE FALLS	WA	98252	48.08714193	-121.7583017
1126483	1337248727	11116 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09661788	-121.8069904
1134450	1337248728	31616 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09708692	-121.8059393
4195225	1337248733	30912 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09791191	-121.8156234
4195231	1337248736	31010 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09753797	-121.8144123

4052987	1337248737	31701 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09521174	-121.8051893
3988657	1337248739	31920 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09704792	-121.801391
1126580	1337248740	31819 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09623784	-121.8037671
3988898	1337248741	32124 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09671189	-121.7984787
1126491	1337248743	31520 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09613783	-121.8077235
1126487	1337248744	11002 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09559177	-121.8055674
1126581	1337248745	31703 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09556077	-121.8050393
4195241	1337248748	11031 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.0968018	-121.8043903
3988900	1337248749	32114 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.0968088	-121.7992518
1134452	1337248750	31720 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09701192	-121.8045903
3988658	1337248754	32002 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.0968868	-121.8009398
3988659	1337248755	32004 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09702192	-121.8006679
1126490	1337248756	31510 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09632185	-121.8069454
1126494	1337248757	31602 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09530675	-121.8066395
1126582	1337248758	11124 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09667188	-121.8073676
1126583	1337248764	11118 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09661888	-121.8070735
1134449	1337248765	11113 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09718693	-121.8069174
3988899	1337248767	32124 MOUNTAIN LOOP HWY BLDG 2	GRANITE FALLS	WA	98252	48.09670689	-121.7988956
1126495	1337248768	31610 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09518173	-121.8061894
1134451	1337248769	31624 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09710193	-121.8050013
1126579	1337248770	31712 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09532175	-121.8046893
4195224	1337248771	31002 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09770299	-121.8150843
4352411	1337248772	31686 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09544776	-121.8069564
1126496	1337248774	31620 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09514273	-121.8054624
4052988	1337248775	31474 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09669788	-121.8084907
4195242	1337248776	31902 MOUNTAIN LOOP HWY BLDG 2	GRANITE FALLS	WA	98252	48.09690181	-121.8024901

1126497	1337248777	31706 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09523774	-121.8049122
1126484	1337248779	11114 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09662188	-121.8066895
4195223	1337248785	30730 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.098857	-121.8183457
4195226	1337248786	30828 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09804002	-121.8160064
4195232	1337248789	31014 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09739195	-121.8136562
4195031	1337257076	11515 297TH DR NE	GRANITE FALLS	WA	98252	48.09995211	-121.8317739
4195033	1337257078	30528 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10027824	-121.821652
4195016	1337257080	30500 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10103232	-121.8218739
4195026	1337257085	11809 297TH DR NE	GRANITE FALLS	WA	98252	48.10238845	-121.831263
4195035	1337257086	30618 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09952817	-121.8211629
4195019	1337257087	29232 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10667788	-121.8375896
4195023	1337257091	29208 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10678089	-121.8385397
4052998	1337257094	29978 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09977119	-121.8211239
4195029	1337257095	11520 297TH DR NE	GRANITE FALLS	WA	98252	48.1008212	-121.8330231
4195010	1337257098	30120 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10201842	-121.8252734
4195027	1337257100	11610 297TH DR NE	GRANITE FALLS	WA	98252	48.10126234	-121.832984
4195017	1337257101	30330 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10127734	-121.8223121
4195030	1337257103	11516 297TH DR NE	GRANITE FALLS	WA	98252	48.09975619	-121.8324391
4195032	1337257104	11519 297TH DR NE	GRANITE FALLS	WA	98252	48.09999811	-121.831641
4195028	1337257105	11524 297TH DR NE	GRANITE FALLS	WA	98252	48.10023024	-121.8337171
4195022	1337257107	29120 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10615683	-121.8391397
4195024	1337257115	29322 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.1048076	-121.8376126
4195034	1337257116	30624 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09945116	-121.8198677
4195025	1337257118	29816 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10311053	-121.8303179
4195277	1337265717	33010 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09542776	-121.7882457

4195246	1337265718	33022 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09502172	-121.7879785
4195796	1337265719	32918 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09563778	-121.7881346
4195809	1337266547	34811 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08729894	-121.7635732
4195808	1337266549	34720 BENSON CREEK RD	GRANITE FALLS	WA	98252	48.0878289	-121.7644403
4195806	1337266552	34606 BENSON CREEK RD	GRANITE FALLS	WA	98252	48.08791691	-121.7657283
4195807	1337266554	34925 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08700292	-121.7619409
577710	1337267919	27711 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11113633	-121.8581176
577704	1337267920	12717 279TH AVE NE	GRANITE FALLS	WA	98252	48.11161738	-121.8546233
577712	1337267922	27707 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11167838	-121.8589736
577706	1337267923	12909 279TH AVE NE	GRANITE FALLS	WA	98252	48.11359257	-121.8553624
577707	1337267924	12812 278TH DR NE	GRANITE FALLS	WA	98252	48.11297041	-121.8593068
577709	1337267925	12720 278TH DR NE	GRANITE FALLS	WA	98252	48.11206142	-121.8572896
577715	1337267927	28925 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11160738	-121.84169
577714	1337267928	28311 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11050027	-121.8503179
577716	1337267930	29021 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.1108012	-121.8406899
577711	1337267944	27703 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11117133	-121.8590677
577713	1337267945	13031 GREEN MOUNTAIN RD	GRANITE FALLS	WA	98252	48.11524074	-121.8494958
577671	1337267949	13606 278TH DR NE	GRANITE FALLS	WA	98252	48.12266148	-121.8581126
577720	1337267952	27425 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11131235	-121.861463
577718	1337267955	12733 GREEN MOUNTAIN RD	GRANITE FALLS	WA	98252	48.11194231	-121.8473846
577699	1337267964	13602 278TH DR NE	GRANITE FALLS	WA	98252	48.12099821	-121.8597737
577701	1337267965	13532 278TH DR NE	GRANITE FALLS	WA	98252	48.11863808	-121.8592628
4054544	1337267971	26730 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11218143	-121.871213
577700	1337267972	13233 279TH AVE NE	GRANITE FALLS	WA	98252	48.11630185	-121.8554454
577703	1337267973	13005 279TH AVE NE	GRANITE FALLS	WA	98252	48.11457767	-121.8556564
577702	1337267974	13318 278TH DR NE	GRANITE FALLS	WA	98252	48.11721194	-121.8601238

4195820	1337269268	35204 PILCHUCK MOUNTAIN RD	GRANITE FALLS	WA	98252	48.08126134	-121.7558673
4195805	1337269271	35728 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08022824	-121.7517739
4195821	1337269322	34920 PILCHUCK MOUNTAIN RD	GRANITE FALLS	WA	98252	48.08001222	-121.762051
4055681	1337269338	32252 MONTE CRISTO GRADE RD	GRANITE FALLS	WA	98252	48.09528074	-121.8006069
4052989	1337269339	32254 MONTE CRISTO GRADE RD	GRANITE FALLS	WA	98252	48.09515073	-121.8010959
577708	1337270391	27526 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11009722	-121.8597567
577722	1337270392	26824 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.1108122	-121.8686737
577719	1337270393	27130 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10893701	-121.8645903
578026	1337270394	27512 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.11020724	-121.8607908
577721	1337270395	27318 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10979619	-121.8632172
1169883	1337270397	34026 102ND ST NE	GRANITE FALLS	WA	98252	48.0878719	-121.7736122
4352374	1337270398	10126 342ND DR NE	GRANITE FALLS	WA	98252	48.08808102	-121.77159
1169877	1337270400	33916 102ND ST NE	GRANITE FALLS	WA	98252	48.08837205	-121.7752514
1170004	1337270401	34010 102ND ST NE	GRANITE FALLS	WA	98252	48.08851707	-121.7739231
1170009	1337270406	10128 342ND DR NE	GRANITE FALLS	WA	98252	48.08839705	-121.7717789
1170001	1337270407	34016 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08899801	-121.7740842
1169999	1337270408	33924 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08933015	-121.7749282
1169885	1337270409	34104 102ND ST NE	GRANITE FALLS	WA	98252	48.08759297	-121.7730511
1169997	1337270410	33900 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08945016	-121.7754394
1169878	1337270411	33924 102ND ST NE	GRANITE FALLS	WA	98252	48.08835205	-121.7749622
1169882	1337270413	34016 102ND ST NE	GRANITE FALLS	WA	98252	48.08790691	-121.7739171
1169996	1337270414	10026 102ND ST NE	GRANITE FALLS	WA	98252	48.08717093	-121.7718179
1169995	1337270417	34122 102ND ST NE	GRANITE FALLS	WA	98252	48.08734095	-121.7722951
1170002	1337270422	34007 102ND ST NE	GRANITE FALLS	WA	98252	48.08858707	-121.7741342
1169998	1337270423	33914 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08898701	-121.7752784
1170006	1337270429	34104 MOUNTAIN LOOP HWY BLDG 2	GRANITE FALLS	WA	98252	48.08837005	-121.7734062

1170000	1337270430	34001 102ND ST NE	GRANITE FALLS	WA	98252	48.08873109	-121.7745563
1170005	1337270431	34104 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.088887	-121.7731671
1169876	1337270432	33904 102ND ST NE	GRANITE FALLS	WA	98252	48.08863708	-121.7757893
1169879	1337270434	33930 102ND ST NE	GRANITE FALLS	WA	98252	48.08818703	-121.7747012
1170007	1337270435	34107 102ND ST NE	GRANITE FALLS	WA	98252	48.08827604	-121.772728
1169881	1337270438	34010 102ND ST NE BLDG 2	GRANITE FALLS	WA	98252	48.08804702	-121.7742453
1170008	1337270442	34126 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08839105	-121.772112
4202095	1337270443	34100 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08897601	-121.7740172
1169994	1337270444	34116 102ND ST NE	GRANITE FALLS	WA	98252	48.08748796	-121.7725891
1169884	1337270446	34032 102ND ST NE	GRANITE FALLS	WA	98252	48.08777299	-121.7733732
4053030	1337270447	34044 102ND ST NE	GRANITE FALLS	WA	98252	48.08813103	-121.772056
1126485	1337270721	11112 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09656787	-121.8062675
1126486	1337270723	11108 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.09656887	-121.8058403
1126488	1337270724	31605 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09596771	-121.8060014
1126489	1337270725	31603 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09619783	-121.8065455
1126492	1337270727	31524 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09593271	-121.8065845
1126493	1337270729	31528 RIVERSHORE LN	GRANITE FALLS	WA	98252	48.09579779	-121.8065455
4195816	1337272065	34402 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08731295	-121.7690847
4195818	1337272069	34526 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08708692	-121.7669394
4195817	1337272071	10019 342ND DR NE	GRANITE FALLS	WA	98252	48.08725694	-121.7704179
4195819	1337272072	34504 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08705892	-121.7675516
650822	1337272457	30118 MOUNTAIN LOOP HWY	EDMONDS	WA	98026	48.1018003	-121.821407
4194982	1337272458	29931 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10374659	-121.8292288
4222377	1337272459	30107 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10347856	-121.8265735
4195015	1337272463	30609 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10114733	-121.8203019
4052992	1337272464	32094 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09752097	-121.801629

4195240	1337272466	31729 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09766798	-121.8043563
4195276	1337272467	32815 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09716193	-121.7888786
4195220	1337272468	31505 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09802802	-121.8070735
4052983	1337272474	32524 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09907212	-121.7953734
4195227	1337272476	30817 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09940016	-121.8172396
4195018	1337272478	29325 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10693781	-121.8353454
4195012	1337272480	30323 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10291741	-121.822934
4052990	1337272481	32044 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09746696	-121.8009288
4195233	1337272482	31225 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09817003	-121.8106179
4054501	1337272484	32058 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09778699	-121.8011179
4195234	1337272485	31109 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.0978429	-121.812751
4195222	1337272486	31023 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09834105	-121.8132452
4195219	1337272493	31425 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09958117	-121.8096348
4195237	1337272495	32005 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09790791	-121.8007458
4195230	1337272499	30917 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09869808	-121.8155844
4195228	1337272500	30921 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09835805	-121.8152844
4195236	1337272502	31211 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09798791	-121.811235
4195221	1337272505	31203 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09803802	-121.811385
4195014	1337272508	30411 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10358657	-121.8219399
4195021	1337272516	29909 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10399651	-121.8300178
4222378	1337272519	30221 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10290141	-121.8240012



4195013	1337272520	30521 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10196231	-121.8208628
660019	1337272521	30823 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09869108	-121.8160784
4195229	1337272523	30911 MOUNTAIN LOOP HWY BLDG 2	GRANITE FALLS	WA	98252	48.098807	-121.8150123
4195011	1337272524	30615 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10347756	-121.8206129
4195822	1337282296	33515 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09306152	-121.7787346
4195813	1337282297	34519 BENSON CREEK RD	GRANITE FALLS	WA	98252	48.08938615	-121.7677955
1170018	1337283106	34832 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08597871	-121.7626731
1170017	1337283107	34822 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08597271	-121.76274
1170016	1337283108	34818 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08590771	-121.7630011
1170014	1337283110	34732 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08624184	-121.7637901
1170011	1337283111	34716 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08625084	-121.7644393
1170013	1337283112	34728 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08578779	-121.7640012
1170015	1337283113	34812 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.0858287	-121.7633842
1170012	1337283115	34720 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08619783	-121.7642013
1169880	1410009647	34002 102ND ST NE	GRANITE FALLS	WA	98252	48.08833805	-121.7744513
4054499	1410009796	11141 MOUNTAIN VIEW DR	GRANITE FALLS	WA	98252	48.0968088	-121.8079405
4195235	1410009797	31424 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09692781	-121.8081236
4054500	1410009798	31462 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09696181	-121.8083787
4054502	1410010026	32570 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09899601	-121.7960064
4052982	1410010216	32432 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09828204	-121.7941732
4052985	1410010219	32410 MOUNTAIN LOOP HWY BLDG 2	GRANITE FALLS	WA	98252	48.09817103	-121.7938901
4054503	1410010229	32470 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09805802	-121.7946843

4195036	1410010233	32511 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09938115	-121.7951673
4052991	1410010238	32048 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.10339755	-121.8008128
1170003	1414860144	34028 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.08898701	-121.7737341
4352369	1414860512	32070 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09764198	-121.80129
4222379	1414860556	30307 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.1028904	-121.8234392
1170010	1414861020	10120 342ND DR NE	GRANITE FALLS	WA	98252	48.08832205	-121.7717629
4352367	1414861198	32796 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.09714093	-121.7891287
4195238	1414861357	31905 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.098891	-121.802878
4758051	1337239777	24329 MASONIC PARK RD	GRANITE FALLS	WA	98252	48.1238805	-121.8963175
4758052	1337239778	24310 MOUNTAIN LOOP HWY	GRANITE FALLS	WA	98252	48.12208842	-121.8982407
4776442	1337267962	24365 MASONIC PARK RD	GRANITE FALLS	WA	98252	48.11725294	-121.9033512
4352373	1414861376	33996 102ND ST NE	GRANITE FALLS	WA	98252	48.08900712	-121.7756564

Attachment 3

COUNTY ENDPOINT MAPS

Verlot Endpoints



## ATTACHMENT 4

### ACCEPTABLE USE POLICY (03.27.2024 version)

Ziply™ Fiber's Internet Service Acceptable Use Policy-Commercial

Ziply™ Fiber's Internet Service Acceptable Use Policy

Hi. It is Ziply Fiber's intent to provide our customers with the best Internet service possible. In order to accomplish this task, we have designed our network for optimal performance based on our customers using the service in a predictable way. We have adopted this Acceptable Use Policy ("Policy") which outlines what we consider to be acceptable use of our Internet services (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet.

Questions regarding this policy and complaints of violations of it by our customers and users can be directed to: [care@ziplyfiber.com](mailto:care@ziplyfiber.com) or 888-488-0051.

1. **Customer Responsibility:** It is the responsibility of all of our Service customers and all others who have access to our network ("customer," "you," or "your"), to comply with this Policy. Failure to comply with this Policy could result in the suspension or termination of your Service. If you do not agree to comply with this Policy, you must immediately stop use of the service and notify us so that we can close your account. We reserve the right to immediately terminate the Service and any applicable subscriber agreements or service orders if you engage in any of the prohibited activities listed in this Policy or if you use equipment or Service in a way which is contrary to any of our policies or any of our suppliers' policies.

2. **Prohibited Uses and Activities:** Prohibited uses include, but are not limited to, using the Service or any associated equipment to:

(i) undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;

(ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

(iii) access any other person's computer or computer system, software, or data without such person's knowledge and consent; breach or circumvent, or attempt to breach or circumvent, the

security system of any host, network, server, or user account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a network, server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts; use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, port scanning, network probing, encryption circumvention devices, or Trojan Horse programs; provided, that any port scanning, network probing or other similar network or security tools are permitted when used by you for purposes of securing or optimizing your own network, or if explicitly authorized by the destination host network;

(iv) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;

(v) copy, distribute, or sublicense any software provided by us or any third-party in connection with the Service, except that you may make one copy of each such software program for back-up purposes only;

(vi) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of network traffic that impede the ability of other authorized users of the Service to use the Service;

(vii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any host, server, backbone network, node or service, or otherwise cause a performance degradation to any of our or our suppliers' facilities used to deliver the Service;

(viii) for our residential customers, resell the Service or otherwise make available to anyone outside of your residence the ability to use the Service (e.g., wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. For our residential customers, the Service is for personal and non-commercial use only and residential customers agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a local area network or wide area network outside of our network;

(ix) for residential subscribers, connect multiple computers to set up a local area network that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;

(x) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

(xi) send numerous copies of the same or substantially similar messages, empty messages, or

messages which contain no substantive content, or send very large messages or files to a recipient that disrupts or clogs Ziplly Fibers network;

(xii) distribute programs that remove locks or time-outs built into software (cracks); for our residential customers, run programs, equipment, computers or servers from your residence that provide network content or any other services to anyone outside of your residence, such as public e-mail, web hosting, file sharing, gaming server, and proxy services and servers;

(xiii) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

(xiv) participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

(xv) collect responses from unsolicited messages;

(xvi) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;

(xvii) service, alter, modify, or tamper with the Ziplly Equipment or Service or permit any other person to do the same who is not authorized by us;

(xviii) connect any Ziplly Equipment to any computer outside of your premises;

(xix) collect, or attempt to collect, personal information about third parties without their consent;

(xx) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and/or

(xxi) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

3. Security: As a Service customer, it is your responsibility to secure your computer and network equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. You are responsible for any misuse of the Service, even if the misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not use your computer or network to gain unauthorized access to the Service or to use the Service in an unauthorized manner.

4. Inappropriate Content and Transmissions: We reserve the right (but assume no obligation), to refuse to transmit or post and to remove or block any data, information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate,

and regardless of whether this material or its dissemination is unlawful. Neither we nor any of our affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, file transfers, web searches, e-mail sent or received, visits or postings to social media sites, instant message transmissions, etc.) made using the Service. However, we and our affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy and any other applicable subscriber agreements or service orders.

5. Online Communication: Forging, altering, or removing electronic mail headers is prohibited. You may not reference Zply Fiber or the Zply Fiber network in the header or by listing an IP address that belongs to us or our network in any unsolicited communication even if that communication is not sent through the Service. In the event that we believe in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") using the Service may or is being used for, any misleading, fraudulent, or other improper or illegal purpose, we (i) reserve the right to block access to and prevent the use of any such identifier, and (ii) may at any time require any customer to change his or her identifier. In addition, we may at any time reserve any identifiers on the Service for our own purposes.

6. Network, Bandwidth, Data Storage and Other Limitations: You must comply with all current, applicable bandwidth, data storage, and other limitations on the Service established by us and our suppliers. In addition, unless otherwise provided by your subscriber agreement or service order, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or using any protocol other than DHCP unless you are subject to a Service plan or Service order that expressly permits otherwise. You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in our sole judgment) an unusually large burden on our network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede our ability to deliver the Service and monitor the Service, our network backbone, network nodes, and/or other network services.

7. Copyright Infringement: We are committed to complying with U.S. copyright and related laws, and require all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is our policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who we believe in its sole discretion is infringing these rights. We may terminate the Service of any such customer or user at any time with or without notice.

Copyright owners may report alleged infringements of their works that are committed using the Service by sending our authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon our receipt of a satisfactory notice of claimed infringement for these works, we will take appropriate action. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to us. Upon our receipt of a counter notification that satisfies the requirements of DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that we will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send us a notification of claimed infringement to report alleged infringements of their works to:

Northwest Fiber, LLC dba Ziplly Fiber  
135 Lake Street S Suite 155  
Kirkland, WA 98033  
Attn: Legal Department

[DMCANotice@nwfbr.com](mailto:DMCANotice@nwfbr.com)

Copyright owners may use any form of notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to us, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with our designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

For more information about the DMCA, visit [copyright.gov](http://copyright.gov).

8. Violation of Acceptable Use Policy: We do not routinely monitor the activity of Service accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although we have no obligation to monitor use of the Service and/or the network, we and our suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect our network, the Service and our customers and users.

We prefer to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that we or our suppliers, in our sole discretion, believe violate this Policy, we or our suppliers may take any responsive actions they deem appropriate.



These actions may include, but are not limited to, temporary or permanent removal of content, cancellation of online posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither we nor our affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not our exclusive remedies and we may take any other legal or technical action we deem appropriate. We reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material transmitted over our servers, routers and network. During an investigation, we may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize us and our suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include our providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, subscriber name, IP address, information regarding your use of the Service and other account information. Upon termination of your account, we are authorized to delete any files, programs, data and e-mail messages associated with your account.

Any failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless us and our affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of this Policy or of any other posted policy related to use of the Service. Your indemnification obligations will survive any termination of your Service.

With respect to County end users only, the previous paragraph shall be replaced with:

To the extent allowed for a governmental entity, the County shall have an acceptable use policy that is substantially similar to this Acceptable Use Policy and apply it to all of its end users of the Ziplly Network. The County shall publish its policy to its end users and enforce it according to its terms.

Form 1

CERTIFICATION REGARDING LOBBYING

AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

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 any 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 into 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.

I hereby certify that I have read and understood the obligations described above, that the Subrecipient is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

SUBRECIPIENT NAME: Ziply Fiber NW, LLC

By: Chris Denzin

Signature: Chris Denzin

Title: COO

Date: 6/28/24

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime _____ Subawardee: _____ Subawardee _____ Tier _____, if known : _____  Congressional District, if known :4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee:</b> <b>Enter Name and Address of Prime:</b> _____  Congressional District, if known : _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known :</b> _____	<b>9. Award Amount, if known :</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI ) : _____  (attach Continuation Sheet(s) SF-LLLA, if necessary)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a ) (last name, first name, MI ) : _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Federal Use Only:</b> _____		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction

Form 2

CERTIFICATION REGARDING CONFLICT OF INTEREST

STANDARDS OF CONDUCT

**Purpose**

The purpose of the Standards of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR § 200.318 and other applicable federal and state standards, regulations, and laws.

**Application**

Standards of Conduct applies to all officials, employees or agents of Ziplly engaged in the selection, award or administration of contracts supported by federal grant funds.

**Requirements**

No official, employee or agent of Ziplly shall participate in the selection, award or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, official, or agent;
- any member of his/her/their immediate family;
- his/her/their partner; or
- an organization which employs, or is about to employ any of the above, has a financial or other interest in or tangible personal benefit from, the firm considered for contract.

The Ziplly officials, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or subcontractors.

**Remedies**

To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against Ziplly officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents.

SUBRECIPIENT NAME: **Ziplly Fiber NW, LLC**

By: Chris Denzin

Signature: Chris Denzin

Title: COO

Date: 6/28/24

## EXHIBIT E

CIVIL RIGHTS ASSURANCES CERTIFICATION
---------------------------------------

### AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

A. The funds provided to Subrecipient are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

B. The Subrecipient understands and acknowledges that:

*As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Subrecipient named below (hereinafter referred to as the "Subrecipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, 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.*

C. The assurance apply to all federal financial assistance from or fund made available through the Department of Treasury.

D. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above

E. The Subrecipient certifies the following:

1. 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 Department of 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.

2. Subrecipient acknowledges that 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 that 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 the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that 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 Recipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of 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>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Subrecipient and Subrecipient's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the 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 persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title*



*VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, 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 any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of 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 also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's 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 the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

11. 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 in order to address violations of this document or applicable federal law.

**I hereby certify that I have read and understood the obligations described above, that the Subrecipient is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

SUBRECIPIENT NAME: **ZiPLY Fiber NW, LLC**

By: Chris Denzin

Signature: Chris Denzin

Title: COO

Date: 6/28/24

**FORM 4  
REQUEST FOR REIMBURSEMENT**

Sent to: Snohomish County - 3000 Rockefeller, M/S 407, Everett, WA 98201

Purchase Order: \_\_\_\_\_

Amount of Payment: \$ \_\_\_\_\_

Subrecipient Name and Address: Zipty Fiber NW, LLC	Contract #:	CLFR-019D-3
	Project Title:	Verlot Project
	Contract Manager:	Kara Main-Hester
	Reporting Period:	To: _____

**AUTHORIZING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(sign in ink)

Account Title	Current Expenditures	Contract To Date Expenditures	Contract Budget	Budget Balance
Misc Construction				
Machinery/Equipment				
Retainage				
Sales Tax				
<b>TOTALS</b>				

REVIEWED FOR PAYMENT:
AUTHORIZED FUND:

**ATTACH: COST CERTIFICATION FORM  
ATTACH: INVOICE FROM VENDOR'S SYSTEM and SUPPORTING DOCUMENTS**

SNOHOMISH COUNTY  
OFFICE OF RECOVERY AND RESILIENCE  
3000 ROCKEFELLER AVENUE, M/S 407  
EVERETT, WA 98201

**SUBRECIPIENT COST CERTIFICATION FORM**

1. **Subrecipient Certification:** I have the authority and approval from the governing body of the Subrecipient to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures included on the corresponding invoice for the reporting period referenced on the Contract Face Page.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from the CLFR under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, the Final Rule at 31 CFR Part 35, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the Final Rule at 31 CFR Part 35 and Department of Treasury (Treasury) FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by Subrecipient or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the Final Rule at 31 CFR Part 35 and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Subrecipient receiving funds pursuant to this 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 §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Section 200.333- Retention requirements for records. Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Subrecipient has received any other funding (whether state, federal or private in nature) for the same expense.

**By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, or otherwise (United States Code Title 18, Sec. 1001 and Title 31, Section 3729-3730 and 3801-3812).**

SUBRECIPIENT NAME: Zipty Fiber NW, LLC

By: Chris Dennis

Signature: Chris Dennis

Title: COO

Date: 6/28/24

Form 5

Quarterly Progress Report Form

Project Information	Reporting Period
Contract Number:  Applicant Name:  Completed by:  Phone:  Date of Submittal:	<input type="checkbox"/> July 1 – September 30 <input type="checkbox"/> October 1 – December 31 <input type="checkbox"/> January 1 – March 31 <input type="checkbox"/> April 1 – June 30  Year: _____

1. Review the contract scope of work, describe the progress made to date and percentage of completion.
2. Describe any significant problem(s) or unforeseen costs that have or will affect the project’s timeline or successful completion of the project, (i.e. any delays or changes to the project as described in the contract scope of work).
3. Are any contract amendments needed?  Yes  No  
If yes, please explain:
4. Please provide copies of any press releases or news articles related to the project that were released or published during this reporting period.
5. Provide notice of ground breakings, ribbon cutting ceremonies, etc.

Version: 2023.5.25

Template Name: Form 6-SLFRF Broadband Location Template

Instructions to Reporter:

- Do not change the cell formatting
- Do not reformat the template
- All data should be as text
- Enter your data starting on row 8
- Prior to populating the template with data:
  - a: download the .xlsx file from the portal
  - b: open the file
  - c: save the template as .csv file and rename the file as needed
  - d: populate your data in the .csv file, save the file, and upload the .csv file to the portal

Field ID	Fabric_ID_Number__c
Required/Optional	Required
Field Name	Fabric ID Number
Help Text	Enter the site specific fabric identification number (Fabric ID) from the FCC broadband funded locations map that corresponds with the location in the field provided. This is the Broadband Serviceable Fabric Location (Max length - 20 characters)

Latitude__c	Longitude__c
Required	Required
Location Latitude	Location Longitude
<p>Enter the latitude data for the location to which service is installed.</p> <p>The highly preferred and Treasury-encouraged method for generating latitude/longitude data for each location to which service is to be installed is through the use of a commercially available GPS-encoded device physically present at the location. More guidance regarding this preferred method, Geolocation with GPS in the Field, can be found in Geolocation Methods (<a href="https://www.usac.org/wp-content/uploads/high-cost/documents/Tools/HUBBGeolocationMethods.pdf">https://www.usac.org/wp-content/uploads/high-cost/documents/Tools/HUBBGeolocationMethods.pdf</a>).</p> <p>The latitude/longitude data for each location to which service is designed to be installed should be situated at the structure that is the broadband serviceable location.</p>	<p>Enter the longitude data for the location to which service is installed.</p> <p>The highly preferred and Treasury-encouraged method for generating latitude/longitude data for each location to which service is to be installed is through the use of a commercially available GPS-encoded device physically present at the location. More guidance regarding this preferred method, Geolocation with GPS in the Field, can be found in Geolocation Methods (<a href="https://www.usac.org/wp-content/uploads/high-cost/documents/Tools/HUBBGeolocationMethods.pdf">https://www.usac.org/wp-content/uploads/high-cost/documents/Tools/HUBBGeolocationMethods.pdf</a>).</p> <p>The latitude/longitude data for each location to which service is designed to be installed should be situated at the structure that is the broadband serviceable location.</p>

Provider_ID__c	Technology_Type_at_Location__c
Required	Required
FCC Issued Provider ID #	Technology Type at Location
The FCC-provided ID that will align with the entity that files or will file Broadband Data Collection data	<p>Please select one of the following options from the following picklist:</p> <ul style="list-style-type: none"> <li>"Fiber"</li> <li>"Coaxial Cable"</li> <li>"Terrestrial Fixed Wireless"</li> <li>"Other"</li> </ul> <p>If Project Status has a value of "Other", recipients will be prompted to respond to the next question.</p>



Technology_Type_Other__c	Location_Type__c
Conditional	Required
if Other, Specify (Actual)	Location Type
<p>If Other is selected from the picklist, please explain in the textbox provided.</p>	<p>Please select one of the following options from the following picklist:  "Residential"  "Business"  "Community Anchor Institution"</p> <p>Specific definitions of each type can be found in the Compliance and Reporting Guidance User Guide.</p>

Housing_Units_at_Location__c	Speed_Pre_Investment__c
Conditional	Required
Housing Units at Location	Speed Pre-Investment
<p>If Location_Category_Type is equal to 1. Residential, provide the number of housing units at this location.</p>	<p>Select one of the following options from a picklist:</p> <p>"Below 25/3 Mbps"</p> <p>"25/3 Mbps or greater but less than 100/20 Mbps"</p>

Max_Download_Speed_Offered__c	Max_Download_Speed_Delivered__c
Required	Required
Maximum Download Speed Offered at Location Post-Investment	Maximum Download Speed Delivered at Location Post-Investment
Provide the maximum download speed offered/advertised at this location.	<p>Provide the maximum download speed delivered at this location as confirmed by speed tests at the location, conducted upon completion of the construction and initiation of operations. Speed tests should be conducted in a manner consistent with industry best practices to account for the actual speeds delivered during peak use times in the given area.</p> <p>More details regarding the required approach for gathering maximum download speed delivered can be found in the Connect America Fund, WC Docket No. 10-90, Order, 33 FCC Rcd 6509 (WCB/WTB/OET 2018) (Performance Measures Order); Connect America Fund, Order on Reconsideration, WC Docket No. 10-90, 34 FCC Rcd 10109 (2019) (Performance Measures Reconsideration Order).</p>

Max_Upload_Speed_Offered__c	Max_Upload_Speed_Delivered__c
Required	Required
Maximum Upload Speed Offered at Location Post-Investment	Maximum Upload Speed Delivered at Location Post-Investment
Provide the maximum upload speed offered/advertised at this location.	<p>Provide the maximum upload speed delivered at this location as confirmed by speed tests at the location, conducted upon completion of the construction and initiation of operations. Speed tests should be conducted in a manner consistent with industry best practices to account for the actual speeds delivered during peak use times in the given area.</p> <p>More details regarding the required approach for gathering maximum upload speed delivered can be found in the Connect America Fund, WC Docket No. 10-90, Order, 33 FCC Rcd 6509 (WCB/WTB/OET 2018) (Performance Measures Order); Connect America Fund, Order on Reconsideration, WC Docket No. 10-90, 34 FCC Rcd 10109 (2019) (Performance Measures Reconsideration Order).</p>

Latency_Delivered_at_Location__c
Required
Latency Delivered at Location Post-Investment
<p>Provide data describing latency at this location as confirmed by latency tests at the location, conducted upon completion of the construction and initiation of operations.</p> <p>More details regarding the required approach for gathering latency data can be found in the Connect America Fund, WC Docket No. 10-90, Order, 33 FCC Rcd 6509 (WCB/WTB/OET 2018) (Performance Measures Order); Connect America Fund, Order on Reconsideration, WC Docket No. 10-90, 34 FCC Rcd 10109 (2019) (Performance Measures Reconsideration Order).</p>

Version: 2023.5.17  
 Template Name: Form 7-  
 SLFRF Bulk Upload Template  
 For EC 5.19 - 5.21

- Instructions to Reporter:
- Do not change the cell formatting
  - Do not reformat the template
  - All data should be as text
  - Enter your data starting on row 8
  - Prior to populating the template with data:
    - a: download the .xlsx file from the portal
    - b: open the file
    - c: save the template as .csv file and rename the file as needed
    - d: populate your data in the .csv file, save the file, and

Field ID	Name	Project_Identification_Number__c	Completion_Status__c
Required/Optional	Required	Required	Required
Field Name	Project Name	Project Identification Number (Assigned by recipient)	Status of Completion
Help Text	Enter Project Name (Text - max Characters 80)	Identification number assigned to project by recipient (Alpha Numeric - max characters 20). DO NOT USE Duplicate Project Numbers, system updates record on duplicate project ID.	Select one of the valid predefined responses. Do not include the quotation marks (" ").  Completion status Valid Entries: "Not started" "Completed less than 50%" "Completed 50% or more" "Completed" "Cancelled"

Project_Start_Date__c	Project_End_Date__c	Project_Description__c
Conditional	Conditional	Required
Project Start Date	Project End Date	Project Description
<p>REQUIRED if the project has started.</p> <p>NOT REQUIRED if you selected "Not Started" for the "Status to Completion" question.</p> <p>Start date Valid Date - (MM/DD/YYYY)</p>	<p>REQUIRED if the project has completed.</p> <p>REQUIRED if you selected "Completed" for the "Status to Completion" question.</p> <p>End date Valid Date - (MM/DD/YYYY)</p>	<p>Enter Project Description (Text - max characters 1,500)</p>

Proj_Actual_Construction_Start_Date__c	Initiation_of_Operations_Date__c	Is_project_designed_to_meet_100_mbps__c	Project_not_met_100_mbps_explanation__c
Conditional	Conditional	Conditional	Conditional
Projected/actual construction start date	Projected/actual initiation of operations date	Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.	If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not,
REQUIRED if the project has started.  NOT REQUIRED if you selected "Not Started" for the "Status to Completion" question.  Projected/actual construction start date Valid Date - (MM/DD/YYYY)	REQUIRED if the project has started.  NOT REQUIRED if you selected "Not Started" for the "Status to Completion" question.  Projected/actual construction start date Valid Date - (MM/DD/YYYY)	REQUIRED if the project has started.  NOT REQUIRED if you selected "Not Started" for the "Status to Completion" question.  Select Yes / No	REQUIRED if the project has started.  NOT REQUIRED if you selected "Not Started" for the "Status to Completion" question.  (Text - max characters 1,500)



Is_project_designed_to_exceed_100_mbps__c	Is_project_designed_to_provide_service_to_households__c	Confirm_Service_Provider__c	Technology_Type_Planned__c
Conditional	Conditional	Conditional	Required
Confirm that the project is designed to, upon completion, meet or exceed symmetrical 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.	Is project designed to provide service to households?	If yes, Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure	Technology Type Planned
REQUIRED if the project has started.  NOT REQUIRED if you selected "Not Started" for the "Status to Completion" question.  Select Yes / No	REQUIRED if the project has started.  Select Yes / No	REQUIRED if the answer to the previous question is "Yes"  Select Yes / No	REQUIRED  Select one of the valid predefined responses. Do not include the quotation marks (" ").  Valid Entries: "Fiber" "Coaxial Cable" "Terrestrial Fixed Wireless" "Other"

Technology_Type_Planned_Other__c	Technology_Type_Actual__c	Technology_Type_Actual_Other__c	Total_Miles_of_Fiber_Deployed__c
Conditional	Conditional	Conditional	Required
If Technology Type Planned is "Other" please specify.	Technology Type Actual	If Technology Type Actual is "Other" please specify.	Total Miles of Fiber Deployed Planned
REQUIRED if the answer to the previous question is "Other"  (Text - max Characters 80)	REQUIRED if the project is completed.  Select one of the valid predefined responses. Do not include the quotation marks (" ").  Valid Entries: "Fiber" "Coaxial Cable" "Terrestrial Fixed Wireless" "Other"	REQUIRED if the answer to the previous question is "Other"  (Text - max Characters 80)	REQUIRED  Enter planned total miles of fiber deployed.  Numeric field

Total_Miles_of_Fiber_Deployed_Actual__c	Planned_Funded_Locations_Served__c	Actual_Funded_Locations_Served__c	Planned_Funded_Locations_25_3_Below__c
Conditional	Required	Conditional	Required
Total Miles of Fiber Deployed Actual	Total Number of Funded Locations Served Planned	Total Number of Funded Locations Served Actual	Total Number of Funded Locations Served Receiving 25/3 Mbps or below Planned
REQUIRED if the project is completed.	REQUIRED Enter planned total number of funded locations served. Numeric field	REQUIRED if the project is completed. Enter actual total number of funded locations served. Numeric field	REQUIRED Enter planned total number of funded locations served receiving 25/3 Mbps or below. Numeric field

Planned_Funded_Locations_Between_25_100__c	Planned_Funded_Locations_Minimum_100_100__c	Actual_Funded_Locations_Minimum_100_100__c	Planned_Funded_Locations_Minimum_100_20__c
Required	Required	Conditional	Required
Total Number of Funded Locations Served Receiving between 25/3 Mbps and 100/20 Mbps Planned	Total Number Receiving Minimum 100/100 Mbps Planned	Total Number Receiving Minimum 100/100 Mbps Actual	Total Number Receiving Minimum 100/20 Mbps and scalable to 100/100 Mbps Planned
<p>REQUIRED</p> <p>Enter planned total number of funded locations served receiving between 25/3 Mbps and 100/20 Mbps.</p> <p>Numeric field</p>	<p>REQUIRED</p> <p>Enter planned total number receiving minimum 100/100 Mbps.</p> <p>Numeric field</p>	<p>REQUIRED if the project is completed.</p> <p>Enter actual total number receiving minimum 100/100 Mbps.</p> <p>Numeric field</p>	<p>REQUIRED</p> <p>Enter planned total number receiving 100/20 Mbps and scalable to 100/100 Mbps.</p> <p>Numeric field</p>

Actual_Funded_Locations_Minimum_100_20__c	Planned_Sum_Speed_Types_Explanation__c	Actual_Sum_Speed_Types_Explanation__c	Planned_Funded_Locations_Residential__c
Conditional	Conditional	Conditional	Required
Total Number Receiving Minimum 100/20 Mbps and scalable to 100/100 Mbps Actual	Explanation if the sum of broadband speed types does not equal total number of funded locations served Planned	Explanation if the sum of broadband speed types does not equal total number of funded locations served Actual	Funded Locations that are Residential Planned
<p>REQUIRED if the project is completed.</p> <p>Enter actual total number receiving 100/20 Mbps and scalable to 100/100 Mbps.</p> <p>Numeric field</p>	<p>REQUIRED if the sum of broadband speed types does not equal total number of funded locations served.</p> <p>(Text - max characters 1,500)</p>	<p>REQUIRED if the sum of broadband speed types does not equal total number of funded locations served.</p> <p>(Text - max characters 1,500)</p>	<p>REQUIRED</p> <p>Enter planned funded locations that are residential.</p> <p>Numeric field</p>

Actual_Funded_Locations_Residential__c	Planned_Funded_Locations_Total_Housing__c	Actual_Funded_Locations_Total_Housing__c	Planned_Funded_Locations_Business__c
Conditional	Required	Conditional	Required
Funded Locations that are Residential Actual	Funded Locations that are Total Housing Units Planned	Funded Locations that are Total Housing Units Actual	Funded Locations that are Businesses Planned
<p>REQUIRED if the project is completed.</p> <p>Enter actual funded locations that are residential.</p> <p>Numeric field</p>	<p>REQUIRED</p> <p>Enter planned funded locations that are total housing units.</p> <p>Numeric field</p>	<p>REQUIRED if the project is completed.</p> <p>Enter actual funded locations that are total housing units.</p> <p>Numeric field</p>	<p>REQUIRED</p> <p>Enter planned funded locations that are a business.</p> <p>Numeric field</p>

Actual_Funded_Locations_Business__c	Planned_Funded_Locations_Community__c	Actual_Funded_Locations_Community__c	Planned_Funded_Locations_Explanation__c
Conditional	Required	Conditional	Required
Funded Locations that are Businesses Actual	Funded Locations that are Community Anchor Institutions Planned	Funded Locations that are Community Anchor Institutions Actual	Explanation if the sum of residential, business, and community anchor institutions does not equal total number of funded locations served Planned
<p>REQUIRED if the project is completed.</p> <p>Enter actual funded locations that are a business.</p> <p>Numeric field</p>	<p>REQUIRED</p> <p>Enter planned funded locations that are community anchor institutions.</p> <p>Numeric field</p>	<p>REQUIRED if the project is completed.</p> <p>Enter actual funded locations that are community anchor institutions.</p> <p>Numeric field</p>	<p>REQUIRED if the sum of residential, business, and community anchor institutions does not equal total number of funded locations served.</p> <p>(Text - max characters 1,500)</p>

Actual_Funded_Locations_Explanation__c	Do_you_have_Broadband_Location_File__c	No_Broadband_Location_File_Explanation__c
Conditional	Required	Conditional
Explanation if the sum of residential, business, and community anchor institutions does not equal total number of funded locations served Actual	Do you have a Broadband Location File to Upload?	No Broadband File Explanation
REQUIRED if the sum of residential, business, and community anchor institutions does not equal total number of funded locations served.  (Text - max characters 1,500)	Select "Yes" or "No"	REQUIRED if answer to previous question was 'No'.  (Text - max characters 255)