



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd

8/6/2024

Clerk's File #

OPR 2024-0742

Cross Ref #

Project #

2018102

Council Meeting Date: 09/09/2024

Submitting Dept

INTEGRATED CAPITAL

Bid #

Contact Name/Phone

MARK PAPICH 625-6310

Requisition #

Contact E-Mail

MPAPICH@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4250 - ILA WITH S3R3 - GRANT REIMBURSEMENT FOR SPOTTED ROAD

Agenda Wording

Interlocal Agreement (ILA)- Spokane County has awarded S3R3 Solutions (West Plains Airport Area Public Development Authority) up to \$1,000,000 in American Rescue Plan (ARP) grant funds for reimbursement to the City for Spotted Booster Station.

Summary (Background)

This Interlocal Agreement (ILA) establishes the terms and conditions of reimbursement for the construction costs during the project from S3R3 to the City of Spokane.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ (\$1,000,000)

Current Year Cost \$ (\$1,000,000)

Subsequent Year(s) Cost \$ N/A

Narrative

Amount

Budget Account

Revenue \$ (\$1,000,000)

4250-98863-99999-38300-15799

Select \$

Approved by Spokane City Council

Select \$

on: 9/9/2024


Select \$

#

\$

#

\$

 City Clerk



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DAVIS, MARCIA
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Chris Pengra chris@s3r3solutions.com	eraea@spokanecity.org
jrhall@spokanecity.org	taxes@spokanecity.org
icmaccounting@spokanecity.org	mpapich@spokanecity.org
mdavis@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	8/19/2024
Submitting Department	ICM
Contact Name	Mark Papich
Contact Email & Phone	mpapich@spokanecity.org , 509-625-6310
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	ILA Between COS and S3R3 for ARP Grant Reimbursement for the Spotted Road Booster Station
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Spokane County has awarded S3R3 Solutions up to \$1,000,000 in ARP grant funds for reimbursement to the City of Spokane for the design and construction of the Spotted Road Booster Station at Spotted and Westbow.</p> <p>This ILA establishes the terms and conditions of reimbursement for the construction costs during the project from S3R3 to the City of Spokane.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost: \$1,000,000</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>No match requirement.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? <p>Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</p> <ul style="list-style-type: none"> How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <p>N/A</p>	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A

City Clerk's No. OPR 2024-0742

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE
AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

(Regarding West Plains Water Booster Pump Station at Spotted Road)

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2024 (the Effective Date"), by and between the CITY OF SPOKANE, a Washington State municipal corporation, as (the "City"), and West Plains Airport Area Public Development Authority, (d/b/a S3R3 SOLUTIONS) (as "S3R3"), a municipal corporation created pursuant to RCW 35.21.730 - .755, (as "S3R3"), who are hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, on or about May 31st, 2023, and pursuant to Request for Proposal P5001 and Resolution 2022-0813, Spokane County and S3R3 entered into AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (DBA S3R3 SOLUTIONS) IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CONROAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD, which provided for the reimbursement of certain funds used for the construction of certain public improvements, including, but not limited to, certain sewer and water system improvements (the "Reimbursement Agreement"); and

WHEREAS, up to One Million Dollars (\$1,000,000) of the aforementioned allocation is to be used for the construction of a West Plains Booster Pump Station located at Spotted Road (the "Project"); and

WHEREAS, S3R3 requested that the City include the Project in the City's effort to increase overall resiliency and redundancy in the water system to encourage business development within the PDA boundary; and

WHEREAS, the City agreed to conduct the design work and construct the Project;

and

WHEREAS, construction of the Project will be performed by a contractor for the City chosen through the public procurement process; and

WHEREAS, S3R3 is a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755 and has the statutory authority to engage in economic development activities within the geographic boundaries of the PDA; and

WHEREAS, the City is a first-class charter city duly organized and existing under and by virtue of the laws of the state; and

WHEREAS, the City, by virtue of RCW 35.21.703, has the power and authority to undertake economic development activities; and

WHEREAS, pursuant to RCW 39.34 both the City and S3R3 have the authority to under into interlocal agreements for the purposes contemplated hereunder.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **BACKGROUND/SCOPE.** This Agreement provides for the reimbursement to the City for costs associated with the construction of the of West Plains Booster Pump Station at Spotted Road (the "Project"). S3R3 has received an allocation of up to \$1,000,000 from Spokane County to be used towards the Project funding. Construction will be awarded to a contractor procured by the City pursuant to the City's public procurement policies.
2. **REIMBURSEMENT.** S3R3 will reimburse the City up to One Million Dollars (\$1,000,000) for costs of the project as follows:
 - A. Reimbursement will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the S3R3 agrees to forward payment to City.
 - B. The City understands and agrees that S3R3's obligation to provide payment under this Agreement is conditioned upon S3R3's receipt of said funds from Spokane County pursuant to the terms and conditions of the Reimbursement Agreement, which is attached hereto as **Exhibit A** and incorporated herein by this reference. The City agrees to cooperate fully with S3R3 in providing information for reimbursement as required by Spokane County under the terms and conditions of the Reimbursement Agreement.
 - C. To be reimbursed under the terms of this Agreement and the Reimbursement Agreement, all funds must be committed by December 31, 2024 and expended by December 31, 2026.
3. **TERM.** This agreement will commence upon the Effective Date and will terminate on December 31, 2026, or completion of the terms of this Agreement, whichever is sooner. This Agreement may be terminated only by mutual written agreement of the Parties.
4. **INDEMNIFICATION.** City shall defend, indemnify, and hold S3R3, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits arising out of or resulting from the acts, errors or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of S3R3. The City understands and agrees that the duty to defend arises immediately upon the presentation of claim by a third party, and is not otherwise triggered by a finding of fault or liability by an arbitrator of fact. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and S3R3, its officers, officials,

employees, and volunteers, the City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

S3R3 shall defend, indemnify, and hold the City its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits arising out of or resulting from the acts, errors or omissions of the S3R3 in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. S3R3 understands and agrees that the duty to defend arises immediately upon the presentation of a claim by a third party, and is not otherwise triggered by a finding of fault or liability by an arbitrator of fact. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and S3R3, its officers, officials, employees, and volunteers, S3R3's liability, including the duty and cost to defend, hereunder shall be only to the extent of S3R3's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes S3R3's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Per paragraph 22.3 of Reimbursement Agreement , the County is not liable for claims or damages arising from the City's performance of this Agreement.

5. ACCEPTANCE OF PROJECT. City will ensure the Project is properly inspected and conforms with all applicable state and local rules and regulations, to include without limitation inspection of booster pump station improvements prior to approval of acceptance of the Project by City.
6. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each Party shall split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses.
7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other Party.
8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
9. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

10. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
11. INSURANCE. City certifies that it is self-funded for its liability exposures including General Liability. City also carries excess General Liability Insurance to \$10 million. The combined assets of City's Risk are in excess of \$10 million which represents the financial security appropriate to provide payment for liability under City's self-insured layer. Should a covered loss occur, City's self-funded insurance program would respond accordingly.
12. NOTICES. All notices or other communications given hereunder shall be deemed given on (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time to time designate by notice in writing to the other party.

City:

City of Spokane
Mark Papich
Integrated Capital Management Department
808 W. Spokane Falls Blvd, Fl 2
Spokane, WA 99202

With a copy to:

City Attorney's Office
808 W. Spokane Falls Blvd, Fl 5
Spokane, WA 99202

S3R3:

S3R3 Solutions
Chris Pengra
7106 W. Will D Alton Lane, Ste 103A
Spokane, WA 99224

13. RCW 39.34 REQUIRED CLAUSES.
 - A. Purpose: See Recitals and Section No. 1 above.
 - B. Duration: See Section 3 above.
 - C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. Responsibilities of the Parties: See provisions above.

- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance Section 4.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date first written above.

S3R3

Chris Pengra
Chris Pengra, Executive Director



CITY OF SPOKANE

Garrett Jones
Interim City Administrator

Attest:

Approved as to form:

Levi K. Hester
City Clerk

Elizabeth Schoedel
Assistant City Attorney

Exhibit A

AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD

1. Contracted Firm West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224	2. Award Amount (up to) <p style="text-align: center;">\$2,000,000.00</p>	3. Tax ID# <p style="text-align: center;">82-3785632</p>
4. Contracted Firm Representative Gerry Gemmill, Acting Executive Director West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224 (509) 455-9077 gerry@s3r3solutions.com	5. Spokane County Program / Contract Manager Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 harnold@spokanecounty.org	
6. UEI # <p style="text-align: center;">DM6PES4HA2K8</p>	7. Start Date <p style="text-align: center;">11/1/2022</p>	8. End Date <p style="text-align: center;">12/31/2026</p>
9. CFDA # 21.027 – Coronavirus State and Local Fiscal Recovery Funds	10. Federal Agency: U.S. Department of Treasury	
11. Contract Number and Purchasing No <p style="text-align: center;">22ARP1182 and P5181</p>		
12. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.		
13. IN WITNESS WHEREOF SPOKANE COUNTY and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CONTRACTED FIRM: <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> Breean L. Beggs </div> <div style="display: flex; justify-content: space-between;"> Breean L. Beggs (May 30, 2023 09:15 PDT) May 30, 2023 </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> Signature Date </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> Breean L. Beggs </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> Name Chair </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> Breean L. Beggs </div> <div style="display: flex; justify-content: space-between;"> Name Chair </div>	FOR SPOKANE COUNTY: <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> Mary E. Kuney </div> <div style="display: flex; justify-content: space-between;"> Mary E. Kuney 5/31/2023 </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> Signature Date </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> MARY E. KUNEY </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> Name CHAIR, BOARD of County COMMISSIONERS </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> MARY E. KUNEY </div> <div style="display: flex; justify-content: space-between;"> Name CHAIR, BOARD of County COMMISSIONERS </div>	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT is made pursuant to Request for Proposal (RFP) P5001 and Resolution 2022-0812 dated December 6, 2022, as of January 1, 2023 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the "COUNTY" having offices for the transaction of business as listed above and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY hereinafter known as "S3R3," having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

1. SERVICES

- 1.1. S3R3 shall provide those services set forth in the Scope of Work attached hereto as Attachment A and is incorporated herein by reference. Services provided by S3R3 shall be performed to the standard set by the County Representative, listed on the contract.

2. FINANCIAL REQUIREMENTS

- 2.1. S3R3 agrees to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement, and the federal regulations and any executive orders commonly applicable to federal grants.

3. TERM

- 3.1. The term of this Agreement shall commence as of the start date on the Face Sheet and shall terminate on the end date on the Face Sheet.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The Parties intend that an independent contracted S3R3 relationship will be created by this Agreement. S3R3 and/or employees, agents or any subrecipient to this contracted S3R3 performing under this Agreement are not employees or agents of the COUNTY in any manner whatsoever. S3R3 will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this Agreement nor will S3R3 make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this Agreement, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

5. COMPLIANCE WITH LAWS

- 5.1. S3R3 and the COUNTY agree that all activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this Agreement, S3R3 shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:
 - 5.1.1. S3R3 must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
 - 5.1.2. S3R3 shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining S3R3's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.
- 5.2. S3R3 shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining S3R3's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this Agreement.
- 5.3. In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by S3R3, the COUNTY may rescind, cancel or terminate the Agreement in whole or in part in its sole discretion. S3R3 is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

6. EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

- 6.1. S3R3 agrees to comply with the applicable requirements of 28 CFR Part 38.

7. NEW CIVIL RIGHTS PROVISION

- 7.1. S3R3 shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement and the COUNTY will not be responsible for determining S3R3's compliance.

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

- 8.1. S3R3 must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining S3R3's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

- 9.1. S3R3 will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If S3R3 is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining S3R3's compliance.
- 9.2. If S3R3 is required to develop an EEOP but not required to submit the EEOP to the OCR, S3R3 will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If S3R3 is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian

Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- 10.1. S3R3, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 10.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 10.1.2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgement 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;
 - 10.1.3. 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 (A)(2) of this section; and
 - 10.1.4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 10.2. Where S3R3 is unable to certify to any of the statements in this Agreement, S3R3 shall attach an explanation to this Agreement.
- 10.3. S3R3 agrees by signing this Agreement 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.
- 10.4. S3R3 further agrees by signing this Agreement 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

- 10.4.1. The lower tier grantee certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

10.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.

10.5. 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. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

11. **COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

11.1. The COUNTY shall reimburse S3R3 an amount up to and not exceeding Two Million Dollars (\$2,000,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference. There will be no initial payment.

11.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. S3R3 shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.

11.3. S3R3 will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.

11.4. In conjunction with each reimbursement request, S3R3 shall certify that services performed under this Agreement do not duplicate any services charged against any other grant, subgrant, or other funding source.

11.5. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the Agreement, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by S3R3.

11.6. The pricing submitted by S3R3 and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by S3R3 in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.

11.7. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this Agreement.

12. **RECOVERY OF FUNDS**

12.1. Whenever, under the Agreement, any sum of money shall be recoverable from or payable by S3R3 to the COUNTY the same amount may be deducted from any sum due to S3R3 under the Agreement or under any other contract between S3R3

and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of S3R3.

13. INDEPENDENT AUDIT REQUIREMENTS

- 13.1. S3R3 shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
 - 13.1.1. S3R3 shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with S3R3's response to the audit and a corrective action plan, if any, no later than six (6) months after the end of S3R3's fiscal year. S3R3 hereby consents to COUNTY's receipt and review of the independent auditor's working papers, upon request by the COUNTY.
 - 13.1.2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.
 - 13.1.3. If, under separate Agreement, S3R3 is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this Agreement, then compliance with the other separate Agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

14. SINGLE AUDIT ACT REQUIREMENTS

- 14.1. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term "non-federal entity," as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- 14.2. If S3R3 is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. S3R3 has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work

using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- 14.3. S3R3 shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted S3R3 also maintain auditable records. S3R3 is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 14.4. S3R3 must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from S3R3 all disallowed costs resulting from the audit.
- 14.5. Once the single audit has been completed and if it includes any audit findings, S3R3 must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of S3R3's fiscal year(s):

**Heather Arnold, Grant Administrator
Spokane County
1116 W. Broadway Ave.
Spokane WA. 99260**

- 14.6. If S3R3 claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, S3R3 must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the S3R3's fiscal year(s).
- 14.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 14.8. S3R3 shall include the above audit requirements in any sub-contracts.
- 14.9. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, S3R3's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

15. VENUE STIPULATION

- 15.1. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the Parties arising out of this Agreement shall be the Superior Court

of Spokane County, Washington. S3R3, by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Washington.

16. SEVERABILITY

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

17. AMENDMENTS AND MODIFICATIONS

- 17.1. S3R3 and/or the COUNTY may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and S3R3. No other understandings or agreements, written or oral, shall be binding on the Parties.
- 17.2. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by S3R3 of the COUNTY's notification of a contemplated change, S3R3 shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect S3R3's ability to meet the completion dates or schedules of this Agreement.
- 17.3. If the COUNTY so instructs in writing, S3R3 shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- 17.4. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and S3R3 shall not commence work on any such change until such written amendment has been issued and signed by each of the Parties.

18. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

- 18.1. As required by 44 CFR Part 18, S3R3 hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of S3R3 to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, S3R3 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, S3R3 will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

19. PERSONNEL

- 19.1. S3R3 represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- 19.2. All of the services required herein shall be performed by S3R3 or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- 19.3. Any changes or substitutions on S3R3's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- 19.4. S3R3 warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

20. TAXES, FEES, AND LICENSES

- 20.1. Unless otherwise provided in this Agreement, S3R3 shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for S3R3 required by statute or regulation that are applicable to the Agreement performance.

21. CONFLICT OF INTEREST

- 21.1. No officer or employee or governing body member of the COUNTY or S3R3 exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

- 21.2. The COUNTY may, in its sole discretion, by written notice to S3R3 terminate this Agreement if it is found after due notice and examination by the COUNTY that there is a violation of the conflict-of-interest provisions contained within this Agreement.
- 21.3. In the event this Agreement is terminated as provided in this conflict-of-interest clause, the COUNTY shall be entitled to pursue the same remedies against S3R3 as it could pursue in the event of a breach of the Agreement by S3R3. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

22. CONTRACTED FIRM SUB-RECIPIENT

- 22.1. The S3R3 shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.
- 22.2. Every subcontract prepared by S3R3 regarding this Agreement shall bind the sub-recipient to follow all applicable terms of this Agreement. S3R3 shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this Agreement. S3R3 shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of S3R3 to the COUNTY for any breach in the performance of S3R3's duties.
- 22.3. Every subcontract written related to this Agreement shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

23. PROCUREMENT

- 23.1. S3R3 shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of S3R3's procurement policies and procedures.

24. EQUIPMENT, REAL PROPERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)

- 24.1. Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
- 24.2. S3R3 and any non-federal entity to which S3R3 makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under

this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- 24.2.1. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by S3R3, or a recognized non-federal entity to which S3R3 has made a subaward, for which a contract, subrecipient grant Agreement, or other means of legal transfer of ownership is in place;
- 24.2.2. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in S3R3's inventory system;
- 24.2.3. Inventory system records shall include:
 - 24.2.3.1. A description of the property;
 - 24.2.3.2. The manufacturer's serial number, model number, or other identification number;
 - 24.2.3.3. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
 - 24.2.3.4. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
 - 24.2.3.5. The identity of the entity who holds the title;
 - 24.2.3.6. The acquisition date;
 - 24.2.3.7. The cost of the equipment and the percentage of federal participation in the cost;
 - 24.2.3.8. The location, use, and condition of the equipment at the date the information was reported; and
 - 24.2.3.9. The disposition data including the date of disposal and sale price of the property.
- 24.2.4. S3R3 must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by S3R3 to determine the cause of the difference. S3R3 shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- 24.2.5. S3R3 shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, S3R3 shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

- 24.2.6. S3R3 must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
- 24.2.7. S3R3 shall obtain and maintain all necessary certifications and licenses for the equipment.
- 24.2.8. If S3R3 is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Agreement end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, S3R3 shall comply with the following procedures:
 - 24.2.8.1. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, S3R3 shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - 24.2.8.2. For Equipment:
 - 24.2.8.2.1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
 - 24.2.8.2.2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. S3R3 shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
- 24.2.9. Records for equipment shall be retained by S3R3 for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by S3R3 until all litigation, claims, or audit findings involving the records have been resolved.
- 24.3. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- 24.4. As a subrecipient of federal funds, S3R3 shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which S3R3 makes a subaward of federal award funds under this Agreement.

25. DISPUTE RESOLUTION

- 25.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this Agreement, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this Agreement, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the Agreement or 3) violation of any laws or regulations that renders S3R3 unable to perform any aspect of the Agreement. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the Parties and shall be sent to all Parties. The panel shall consist of a representative appointed by the COUNTY, a representative by S3R3 and a third party mutually agreed upon by both Parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the Parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Spokane County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the Parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

26. INDEMNIFICATION

- 26.1. The COUNTY shall protect, defend, indemnify, and hold harmless S3R3 while acting within the scope of this Agreement as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless S3R3 if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of S3R3. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 26.2. S3R3 agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). S3R3 will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence

of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

26.3. The COUNTY and S3R3 agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or S3R3 while performing work authorized under this Agreement. For this purpose, the COUNTY and S3R3, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

26.4. These indemnifications and waiver shall survive the termination of this Agreement.

27. SUCESORS AND ASSIGNS

27.1. The COUNTY and S3R3 each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor S3R3 shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other.

27.2. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and S3R3.

28. EXECUTION AND APPROVAL

28.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this Agreement. Only the Parties' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both Parties' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this Agreement.

29. LOSS OR REDUCTION OF FUNDING

29.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to S3R3 as a "Termination for Cause" without providing S3R3 an opportunity to cure.

Alternatively, the Parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

30. NONASSIGNABILITY

- 30.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by S3R3.

31. NOTICES

- 31.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or S3R3 at the address set forth on the FACE SHEET of this Agreement for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

32. POLITICAL ACTIVITY

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

33. RECORDS

- 33.1. S3R3 agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect S3R3's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- 33.2. S3R3's records relating to this Agreement and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by S3R3 with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- 33.3. The records shall be made available by S3R3 for such inspection, and audit together with suitable space for such purpose, at any and all times during S3R3's normal working day.
- 33.4. S3R3 shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by S3R3 until all litigation, claims, or audit findings involving the records have been resolved.

34. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 34.1. Confidential Information" as used in this section includes:
- 34.1.1. All material provided to S3R3 by the COUNTY that is designated as "confidential" by the COUNTY;
 - 34.1.2. All material produced by S3R3 that is designated as "confidential" by the COUNTY; and
 - 34.1.3. All personal information in the possession of S3R3 that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 34.2. S3R3 shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. S3R3 shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. S3R3 shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, S3R3 shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Agreement whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. S3R3 shall make the changes within the time period specified by the COUNTY. Upon request, S3R3 shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by S3R3 against unauthorized disclosure, and S3R3 shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.
- 34.3. Unauthorized Use or Disclosure. S3R3 shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

35. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

- 35.1. The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this Agreement. Provided, however, that reasonable fees for bona fide technical

consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

36. PUBLICITY

- 36.1. S3R3 agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

37. TERMINATION FOR CONVENIENCE

- 37.1. Notwithstanding any provisions of this Agreement, S3R3 may terminate this Agreement by providing written notice of such termination to the COUNTY's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.
- 37.2. Except as otherwise provided in this Agreement, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to S3R3. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments pending calculation of any amounts owed S3R3 pursuant to Section No. 38 below, or prohibit S3R3 from incurring additional obligations of funds. In the event of termination, S3R3 shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

38. TERMINATION OR SUSPENSION FOR CAUSE

- 38.1. In the event the COUNTY, in its sole discretion, determines S3R3 has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders S3R3 unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the COUNTY has the right to immediately suspend or terminate this Agreement in whole or in part.
- 38.2. The COUNTY shall, except as otherwise provided herein, notify S3R3 in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow S3R3 an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate S3R3's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows S3R3 an opportunity to cure, the COUNTY shall notify S3R3 in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is

deemed by the COUNTY to be insufficient, the Agreement may be terminated in whole or in part.

- 38.3. The COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments, pending calculation of any amounts owed S3R3 pursuant to Section No. 39 below, or prohibit S3R3 from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by S3R3, if allowed, or pending a decision by the COUNTY to terminate the Agreement in whole or in part. In the event of termination for cause, S3R3 shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that S3R3: (1) was not in default or material breach, or (2) failure to perform was outside of S3R3's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

39. TERMINATION PROCEDURES

- 39.1. In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, S3R3 shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the COUNTY may require S3R3 to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this Agreement.
- 39.2. If the termination is for convenience, the COUNTY shall pay to S3R3 an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of Agreement termination, in the amount agreed upon by S3R3 and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.
- 39.3. Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to S3R3 for termination. The COUNTY may withhold from any amounts due to S3R3 such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 39.4. After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, S3R3 shall:
- 39.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 39.4.2. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
 - 39.4.3. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of S3R3 under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
 - 39.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
 - 39.4.5. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for S3R3 to complete any parts or portions of the Agreement not terminated by COUNTY to be completed by S3R3; and
 - 39.4.6. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this Agreement which is in the possession of S3R3 and in which the COUNTY has or may acquire an interest.

40. WAIVER

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

41. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

- 41.1. S3R3 is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. S3R3 may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

42. INSURANCE

- 42.1. S3R3 shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
- 42.1.1. **GENERAL LIABILITY INSURANCE:** S3R3 shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation(s), personal injury and fire damage.
 - 42.1.2. **AUTOMOBILE LIABILITY INSURANCE** with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
 - 42.1.3. **ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC AUTHORITY DBA S3R3 SOLUTIONS, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD".
 - 42.1.4. **WORKERS COMPENSATION:** If S3R3 has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be S3R3's assurance that coverage is in effect.
 - 42.1.5. **PROFESSIONAL LIABILITY INSURANCE:** S3R3 shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 42.2. Any exclusion to S3R3's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the Spokane County Risk Management Department. S3R3's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for S3R3 and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on S3R3's general liability policy with respect to activities under the Agreement. The

policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 42.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by S3R3.
- 42.4. Failure of S3R3 to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 42.5. Providing coverage in the above amounts shall not be construed to relieve S3R3 from liability in excess of such amounts.

43. MONITORING

- 43.1. The COUNTY will monitor the activities of S3R3 from the award date to closeout. The goal of the monitoring activities will be to ensure that S3R3, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, S3R3 shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this Agreement. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this Agreement.
- 43.2. Monitoring activities performed by the COUNTY may include, but are not limited to:
 - 43.2.1. Review of financial and performance reports; and
 - 43.2.2. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.
- 43.3. S3R3 is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

44. NON-SOLICITATION AGREEMENT

- 44.1. Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does

or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

45. EXCUSABLE DELAYS

- 45.1. S3R3 shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond S3R3's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

46. ANTI-KICKBACK

- 46.1. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
- 46.2. S3R3 warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for S3R3 to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or S3R3, other than a bona fide employee working solely for S3R3 any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

47. PRECEDENCE

- 47.1. Contract Documents: The Contract Documents consist of this Agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

- 47.1.1. Modifications; and
- 47.1.2. This Agreement; and
- 47.1.3. The Request For Proposal P5181ARP; and
- 47.1.4. S3R3 Response to the Request for Proposal.

EXHIBIT A
STATEMENT OF WORK

On December 6, 2022, the Spokane Board of County Commissioners approved up to a \$2,000,000 award to the S3R3 allocation for the Infrastructure: Clean Water: Stormwater (5.6) eligible category from the ARP/SLFRF funding from RFP P5001ARP on October 7, 2022. The West Plains Airport Area Public Development Authority (dba S3R3 Solutions) (S3R3) responded to RFP P5001ARP and was selected by the scoring committee and then confirmed by the Spokane Board of County Commissioners as the successful bidder for its Stormwater. The funding allocated to the S3R3 will be used for eligible costs identified in section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARP Act”).

On May 25, 2023, S3R3 submitted a request to shift their funds from the previously selected Stormwater Project to a Water Project which will fall under category Water and Sewer: Other (5.18). The Board of County Commissioners has approved this request.

Final Rule for Category Infrastructure Water and Sewer: Other 5.18 Eligible Uses

The Final Rule issued by the Treasury aligned eligible Water and Sewer Infrastructure projects with the eligibility requirements of the EPA’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). These projects are presumed eligible, with the exception of projects for the rehabilitation of dams and reservoirs. CWSRF includes projects that, per the EPA website, “construct, improve, or repair wastewater treatment plants, control non-point sources of pollution, improve resiliency of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.”

Quotes obtained from the [Department of the Treasury's Final Rule](#)

This work project requires confirmation of project completion before December 31, 2026.

The FIRM will only use the awarded Spokane County ARP funds to pay for the FIRM RFP Response Components as detailed in the Project Description and the Exhibit B Budget Detail:

S3R3 will only use the awarded Spokane County ARP funds to pay for the installation of a water booster station on the West Plains. This station will provide redundancy and increased capacity for development, which is the third critical component to expanding capacity to S3R3.

EXHIBIT B
BUDGET DETAIL

Item	Total
Water Storage Tank & Booster Line Construction	\$2,000,000.00
TOTAL	\$2,000,000.00

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

**EXHIBIT C
FFATA FORM**

Subrecipient Agency: West Plains Airport Public Development Authority dba S3R3 Solutions				
Grant and Year: ARP 2023		Agreement Number:		
Completed by:	<u>Karen Corkins</u> <i>Name</i>	<u>Project Manager</u> <i>Title</i>	<u>(509) 999-0466</u> <i>Telephone</i>	
Date Completed: May 30, 2023				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: Karen Corkins Karen Corkins (R), 30 2022 12:23 PM **Date:** May 30, 2023

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

Additional Resources:
<http://www.whitehouse.gov/omb/open>
<http://www.hrsa.gov/grants/ffata.html>
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>
<http://www.grants.gov/>

EXHIBIT D
2 CFR Part 200 Subpart F Audit Certification Form

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

Contact Information

Subrecipient Name: **West Plains Airport Public Development Authority dba S3R3 Solutions**

Authorized Chief Financial Officer: Rick Romero, Interim Executive Director

Address: 7106 W. Will D Alton Dr. #103A, Spokane WA 99224

Email: rick@s3r3solutions.com

Phone #: (509) 607-6556

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

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

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- We did not expend \$750,000 or more of *total* federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from SPOKANE COUNTY. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____
- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____
- Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number: _____

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

Signature of Authorized Financial Official: Karen Corkins _____ Date: May 30, 2023
KAREN CORKINS, 202305301501

Print Name & Title: Karen Corkins _____ Project Manager

**EXHIBIT E -
CERTIFICATION FORM**

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: West Plains Airport Public Development Authority dba S3R3 Solutions	
Address: 7106 W. Will D Alton Dr. #103A, Spokane WA 99224	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
UEI Number: DM6PES4HA2K8	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Rick Romero, Interim Executive Director	
Telephone Number: (509) 607-6556	E-Mail Address: rick@s3r3solutions.com

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, Rick Romero [responsible official], certify West Plains Airport PDA dba S3R3 Solutions [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.I further certify that West Plains Airport PDA dba S3R3 Solutions [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Karen Corkins	Project Manager	<u>Karen Corkins</u>	May 30, 2023
<i>Print or Type Name and Title</i>		<i>Signature</i>	<i>Date</i>

Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:

[organization],

[address].

<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>
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Section C—Declaration Stating that an EEO Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEO Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>
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EXHIBIT F

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME West Plains Airport Public Development Authority		Doing business as (DBA) S3R3 Solutions	
ADDRESS 7106 W. Will D Alton Dr. #103A, Spokane WA 99224	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 82-3785632

This certification is submitted as part of a request to contract.

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

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

Bidder or Contractor Signature: Karen Corkins Karen Corkins (May 30, 2023 13:21 PDT) **Date:** May 30, 2023

Print Name and Title: Karen Corkins Project Manager

EXHIBIT G
REQUEST FOR PROPOSAL (RFP)



COPY ON FILE

EXHIBIT H

FIRM PROPOSAL

COPY ON FILE

AMENDMENT A TO THE AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD

1. Contracted Agency West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224		2. Award Amount (up to) \$2,000,000.00	3. Tax ID# 82-3785632
4. Contracted Agency Representative Chris Pengra, Executive Director West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224 (509) 381-4152 chris@s3r3solutions.com		5. Spokane County Program/Contract Manager Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 hamold@spokanecounty.org	
6. UEI # DM6PES4HA2K8	7. Start Date 11/1/2022	8. End Date 12/30/2026	
9. CFDA # 21.027 – Coronavirus State and Local Fiscal Recovery Funds		10. Federal Agency: U.S. Department of Treasury	
11. Contract Number and Purchasing No 22ARP1182 and P5181			
12. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.			
13. IN WITNESS WHEREOF SPOKANE COUNTY and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AMENDMENT as of the date below. This Amendment Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Amendment. No other understandings, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or to bind any of the parties hereto.			
FOR THE CONTRACTED AGENCY:  Signature _____ Date <u>6/27/24</u> Christopher Pengra Name _____ Executive Director Title _____		FOR SPOKANE COUNTY:  Signature _____ Date <u>7/8/2024</u> MARY L. KUNEY Name _____ CHAIR, BOARD of COUNTY COMMISSIONERS Title _____	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, an AGREEMENT was made on May 31st, 2023 pursuant to Request for Proposal (RFP) P5001 and Resolution 2022-0813 dated December 6, 2022, as of January 1, 2023 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the "COUNTY" having offices for the transaction of business as listed above and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY hereinafter known as "S3R3," having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

WHEREAS, Section No. 1 (Services/Amendment Purpose) of the Agreement set forth the purpose of the Agreement; Section No. 11 (Compensation/Reimbursement/Invoicing Procedures) of Agreement set forth the compensation awarded; and

WHEREAS, the COUNTY and S3R3 desire to amend the Agreement to modify the Scope of Work contained in Exhibit A; modify the budget detail contained in Exhibit B to properly reflect the actual expenses of the contract; making updates to Section 11.3. in the Compensation/Reimbursement/Invoicing Procedures Section; and to add a new Section 48 Reporting Requirements; and

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein as well as the mutual promises and conditions set forth herein, the parties do mutually agree that the document executed by the PARTIES entitled "22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD shall be amended as to those sections listed below. All other sections previously agreed upon shall remain in full effect and force.

1. SERVICES/AMENDMENT PURPOSE

- 1.1. The purpose of this Amendment is to reduce to writing the Agreement made between the Parties and to modify the budget detail set forth in Exhibit B Budget Detail; The overall grant budget amount is not **increased**. The purpose of amending the grant budget is to provide S3R3 revised budget detail to complete the project and successfully submit eligible reimbursement requests as was set forth in previously entered Agreement Exhibit B Detailed Budget.

11. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- 11.1. The COUNTY shall reimburse S3R3 an amount up to and not exceeding Two Million Dollars (\$2,000,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference. There will be no initial payment.

- 11.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Amendment. S3R3 shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 11.3. S3R3 will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- 11.3.1 All work under this Agreement must end on or before December 30, 2026.
- 11.3.2. Final reimbursement request billings must be submitted no later than **January 10, 2027**, for all allowable expenses under this Agreement.
- 11.3.3. Requests for reimbursement shall be emailed directed to:
- Heather Arnold, Grants Administrator**
Spokane County Office of Financial Assistance
harnold@spokanecounty.org and jhonl@spokanecounty.org
- 11.4. In conjunction with each reimbursement request, S3R3 shall certify that services performed under this Amendment do not duplicate any services charged against any other grant, subgrant, or other funding source.
- 11.5. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the Amendment, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by S3R3.
- 11.6. The pricing submitted by S3R3 and accepted by the COUNTY is inclusive of applicable payment terms, as well as any and all fees incurred by S3R3 in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- 11.7. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this Agreement.

14. SINGLE AUDIT ACT REQUIREMENTS

- 14.1. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.

- 14.2. If S3R3 is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. S3R3 has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- 14.3. S3R3 shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted S3R3 also maintain auditable records. S3R3 is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 14.4. S3R3 must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from S3R3 all disallowed costs resulting from the audit.
- 14.5. Once the single audit has been completed and if it includes any audit findings, S3R3 must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of S3R3'S fiscal year(s):

**Heather Arnold, Grant Administrator
Spokane County
1116 W. Broadway
Spokane, WA 99260**

- 14.6. If S3R3 claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, S3R3 must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying the Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the S3R3'S fiscal year(s).
- 14.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 14.8. S3R3 shall include the above audit requirements in any sub-contracts.

- 14.9. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Amendment. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, S3R3'S failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY'S sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

48. REPORTING REQUIREMENTS

- 48.1. Within fifteen (15) days of the end of each quarter, S3R3 shall submit to SPOKANE COUNTY a progress report indicating the status of project activities, objectives and outcomes, and other reporting demographics required by the U.S. Treasury which are set forth in the most current Compliance and Reporting Guidance ([Reporting and Compliance | U.S. Department of the Treasury](#)) and are the basis for S3R3 reimbursement requests.
- 48.2. S3R3 shall submit to SPOKANE COUNTY a Closeout Report no later than fifteen (15) days after the Agreement end date.

EXHIBIT A

STATEMENT OF WORK

On December 6, 2022, the Spokane Board of County Commissioners approved up to a \$2,000,000 award to the S3R3 allocation for the Infrastructure: Clean Water: Stormwater (5.6) eligible category from the ARP/SLFRF funding from RFP P5001ARP on October 7, 2022. The West Plains Airport Area Public Development Authority (dba S3R3 Solutions) (S3R3) responded to RFP P5001ARP and was selected by the scoring committee and then confirmed by the Spokane Board of County Commissioners as the successful bidder for its Stormwater. The funding allocated to the S3R3 will be used for eligible costs identified in section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARP Act”).

On March 26, 2024, S3R3 submitted a request to amend the proposed use of the allocated ARP/SLRF funding for Infrastructure: Water and Sewer, as provided in Exhibit B.

Final Rule for Category Infrastructure Water and Sewer: Other 5.18 Eligible Uses

The Final Rule issued by the Treasury aligned eligible Water and Sewer Infrastructure projects with the eligibility requirements of the EPA’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). These projects are presumed eligible, with the exception of projects for the rehabilitation of dams and reservoirs. CWSRF includes projects that, per the EPA website, “construct, improve, or repair wastewater treatment plants, control non-point sources of pollution, improve resiliency of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.”

Quotes obtained from the [Department of the Treasury's Final Rule](#)

This work project requires confirmation of project completion before December 31, 2026.

S3R3 will only use the awarded Spokane County ARP funds to pay for Sewer Capacity Improvements near Craig Road and Thorpe Avenue and West Plains Water Booster Pump Station at Spotted Road. The sewer capacity improvements and the water booster station will increase utility system capacity and improve system resilience and redundancy for development. These are critical components to support business development within the PDA’s boundary.

EXHIBIT B

BUDGET DETAIL

Item	Total
Sewer Capacity Imp. Craig Rd & West Plains Pump Station	\$2,000,000.00
TOTAL	\$2,000,000.00

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**


Certificate Of Completion

Envelope Id: 57F245012174482C94F5297E2DE31341	Status: Completed
Subject: OPR 2024-0742 CONTRACT INTERLOCAL AGREEMENT WEST PLAINS AIRPORT PUBLIC DEVELOPMENT AUTHORITY	
Source Envelope:	
Document Pages: 47	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252

Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
9/11/2024 4:20:32 PM	drose@spokanecity.org	


Signer Events

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)		Sent: 9/11/2024 4:33:10 PM Viewed: 9/11/2024 5:16:05 PM Signed: 9/11/2024 5:16:15 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	

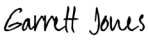
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Pengra chris@s3r3solutions.com Security Level: Email, Account Authentication (None)		Sent: 9/11/2024 5:16:17 PM Resent: 9/12/2024 1:37:56 PM Resent: 9/18/2024 8:08:22 AM Viewed: 9/18/2024 10:21:35 AM Signed: 9/18/2024 10:22:02 AM
	Signature Adoption: Pre-selected Style Using IP Address: 128.177.47.158	

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ID: 0fbdfb62-6612-4aba-8e07-f64c52a09550

Elizabeth Schoedel eschoedel@spokanecity.org Assistant City Attorney - approved as to form only Security Level: Email, Account Authentication (None)		Sent: 9/18/2024 10:22:03 AM Viewed: 9/18/2024 10:30:08 AM Signed: 9/18/2024 10:30:21 AM
	Signature Adoption: Pre-selected Style Using IP Address: 64.185.105.190 Signed using mobile	

Electronic Record and Signature Disclosure:
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ID: 73f3bbf5-42d5-4e1e-8b90-f037a761baa5

Garrett Jones gjones@spokanecity.org Interim City Administrator City of Spokane Parks Security Level: Email, Account Authentication (None)		Sent: 9/18/2024 10:30:23 AM Viewed: 9/18/2024 11:37:44 AM Signed: 9/18/2024 11:37:59 AM
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Signer Events	Signature	Timestamp
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Terri L. Pfister
 tpfister@spokanecity.org
 City Clerk
 City of Spokane
 Security Level: Email, Account Authentication
 (None)




Sent: 9/18/2024 11:38:01 AM
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 Signed: 9/18/2024 2:33:52 PM

Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Agent Delivery Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/18/2024 2:33:52 PM
Completed	Security Checked	9/18/2024 2:33:52 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.