

Regular Meeting Agenda

Regular Meeting

Tues, Nov 16, 2021 4:00 PM

Zoom

Port Townsend, WA 98368



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

Page

1. Call to Order

Per the Governor's Extended Proclamation 20-28 and in response to the COVID-19 Pandemic, Jefferson County PUD is no longer providing an in-person room for meetings of the BOC. All meetings will be held remotely via Zoom until otherwise informed by the Governor. Participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in, use *6 to mute and unmute and *9 to raise a hand to request to speak.

2. Agenda Review

3. Public Comment

The public comment period is for any items not specifically listed on the current Agenda or for items listed on the Consent Agenda. The Chair may place time limits on public comments to allow the meeting to be conducted in an efficient and orderly manner. (15 min)

4. Consent Agenda

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

Consent Action: Adopt Consent Agenda as Presented

4.1. Prior Minutes

5 - 19

[PUD BOC Regular Meeting 08-03-2021 Draft Minutes.docx](#) 

[PUD BoC Special Meeting 8-10-2021 Minutes Draft.docx](#) 

[PUD BOC Special Meeting 8-12-2021 Minutes Draft.docx](#) 

- 4.2. Vouchers 20 - 39
[Voucher Approval Form for the Commissioners.pdf](#)  [Voucher Certification with Supporting Warrant Register & Payroll....pdf](#) 
- 4.3. Financial Report 40 - 42
[Agenda Report-Written Off Accounts-11-16-2021.docx](#)  [Written Off Accounts Motion 11-16-2021.docx](#) 
- 4.4. Calendar 43
[PUD Calendar Nov 16, 2021.docx](#) 
- 4.5. Wholesale Telecom Agreement 44 - 69
[AGENDA REPORT- Wholesale Telecom Service Agreement.docx](#) 
[Jefferson PUD Wholesale Telecom Service Agreement REDLINE.docx](#) 
[Jefferson PUD Wholesale Telecom Service Agreement.docx](#) 
Recommended Action: Approve a motion to adopt the Wholesale Telecommunication Service Agreement as presented.
- 4.6. Mason 1 ILA 70 - 73
[AGENDA REPORT Mason 1 ILA.docx](#) 
[ILA Between Mason 1 and JPUD - Broadband Services v. 002 2021 10 19 JP.docx](#) 
Recommended Action: Approve a motion authorizing General Manager Kevin Street to sign the Interlocal Agreement with Mason PUD 1.
- 4.7. 2022 Meetings Calendar 74
[New Calendar for BOC Regular Meetings 2022.docx](#) 
Recommended Action: Approve a motion adopting the 2022 Meetings Calendar as presented.

5. Old Business

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

6. New Business

- 6.1. Gateway Project PIF Grant Agreement 75 - 82

[Agenda Report PIF Grant Agreement.docx](#) 

[11-9-2021 PIF Grant Agreement 2022 - Sims Gateway and Boat Yard Expansion - v.002 JP.doc](#) 

Recommended Action: *Approve a motion authorizing the General Manager to sign the PIF Grant Agreement with Jefferson County.*

- 6.2. ICG Joint Resolution 83 - 90

[Agenda Report ICG Joint Resolution.docx](#) 

[ICG Joint-resolution-ICG-11-18-2021.docx v.002 JP.docx](#) 

Recommended Action: *Approve the Joint Resolution Of Jefferson County, The City Of Port Townsend, The Port Of Port Townsend And Jefferson County Public Utility District No. 1, Establishing A Multi-Governmental Process For Collaborating On Issues Of Mutual Importance.*

- 6.3. Board Rotation 91

[PUD Rotation of PUD Board Positions.docx](#) 

Recommended Action: *Approve a motion accepting the rotation of Board of Commissioner positions for 2022 as presented.*

- 6.4. Emergency Resolution 92 - 93

[Emergency Resolution Nov.docx](#) 

7. Manager and Staff Reports

For information only, not requiring a vote. The items listed here are subject to change should insufficient time be available to discuss.

- 7.1. Operations Update

- 7.2. GM Update

8. Commissioner Reports

9. Closed Session

per RCW 42.30.140(a) +(b)

10. Adjourn



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

August 3, 2021

**Board of Commissioners
Regular Meeting**

Draft Minutes

The Regular Meeting of the Public Utility District No. 1 of Jefferson County (PUD) Board of Commissioners was called to order by the President of the Board of Commissioners (Board or BOC) at 5:00 p.m. on August 3, 2021. This was an online meeting through Zoom and teleconferencing. All participants muted upon entry. Present:

Commissioner Dan Toepper, President
Commissioner Kenneth Collins, Vice President
Commissioner Jeff Randall, Secretary
Kevin Streett, General Manager
Will O'Donnell, Communications Director
Mike Bailey, Financial Services Director
Annette Johnson, Executive Assistant/Records Officer
Joel Paisner, General Counsel
Don McDaniel, PUD Consultant
Jean Hall, Customer Service Director
Scott Bancroft, Operations Director
Samantha Harper, Engineering Director
Josh Garlock, Lineman Superintendent
Melanie Patterson, Human Resources Director

Cammy Brown, PUD Recording Secretary

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Jefferson County PUD
Board of Commissioners
August 3, 2021, Regular Meeting
Draft Minutes

1. CALL TO ORDER:

Per the Governor's Proclamation 20-28 in response to the COVID-19 pandemic, Jefferson County PUD will no longer be providing an in-person room for meetings of the Board of Commissioners. All meetings will only be held remotely via Zoom until otherwise informed by the Governor. Participant audio will be muted upon entry. Please unmute at the appropriate time to speak. If you are calling in use *6 to mute and unmute and *9 to raise your hand to request to speak.

Commissioner Dan Toepper requested a roll call. All commissioners were present. A quorum was established.

1. AGENDA APPROVAL: Commissioner Dan Toepper went over the items in the agenda. One recess break was added as Item No. 7.4 Five Minute Recess Break.

MOTION: Commissioner Kenneth Collins a made a motion to accept the agenda as amended. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

3. PUBLIC COMMENT: Commissioner Dan Toepper presented the guidelines for members of the public to submit their comments. Topics and comments abbreviated.

- ☒ **Comment:** Appreciation to commissioners for meeting with customer.
- ☒ **Comment:** Commissioners were sent press release issued by BPA that they were going to be cutting their power rates. Savings should be passed on to customers.

Commissioner Kenneth Collins requested that staff consider a mechanism that would automatically adjust the PUD's rates in accordance with changes with Bonneville Power Administration (BPA).

4. CONSENT AGENDA:

Commissioner Dan Toepper read the guidelines into the record regarding the Consent Agenda items.

MOTION: Commissioner Jeff Randall made a motion to approve and adopt the Consent Agenda as presented. Commissioner Kenneth Collins seconded the motion. Motion carried

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Jefferson County PUD
Board of Commissioners
August 3, 2021, Regular Meeting
Draft Minutes

unanimously.

4.1 Prior Minutes:

PUD BOC Special Meeting Minutes 04-27-2021.

PUD BOC Regular Meeting Minutes 05-04-2021.

4.2 Vouchers:

Approval Form for the Commissioners.

Voucher Certification with Supporting Warrant Register and Payroll.

VOUCHER CLAIM FORMS FOR INVOICES PAID:

WARRANTS	AMOUNT	DATE
Accounts Payable: #126671 to #126709	\$ 129,302.04	07/15/2021
Accounts Payable: #126710 to #126768	\$ 892,030.38	07/22/2021
Payroll Checks: # 70921 to # 70925	\$ 9,187.67	07/23/2021
Payroll Direct Deposit	\$ 134,869.01	07/23/2021
TOTAL INVOICES PAID	\$ 1,165,389.10	
PAYMENT TOTAL	\$ 1,165,389.10	

4.3 Financial Report.
June 2021 Financials.

4.4 Calendar
PUD Calendar August 3, 2021.

END OF CONSENT AGENDA.

5. MANAGER AND STAFF REPORTS:

5.1 NTIA/WSBO Grant Update. Communications Director Will O'Donnell gave a progress report on the NTIA/WSBO grant application. The PUD was one of five entities in the state that was chosen for partnership with the Washington State Broadband Office (WSBO), who will apply for the grant on behalf of the PUD. The PUD will be asking for the full amount.

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Great response was received on the survey data.

5.2 NoaNet Contract Talks Update. General Manager Kevin Street gave an update on the NoaNet contract. There was some discussion.

Public Works Board Construction Loan: Engineering Director Samantha Harper gave a report on the Public Works Board Construction loan for the Quilcene Water Tank and the amount for the request was for \$2 million dollars and it was for construction only.

Announcement: Moss Adams budget meeting scheduled for 08-04-2021 was cancelled. Meeting rescheduled for 08-13-2021 10:00 a.m. to 12:00 p.m.

Announcement: BOC/CAB Joint Meeting 8-23-2021 2:30 p.m. to 4:30 p.m.

Recognition: General Manager Kevin Streett recognized that Customer Service Director Jean Hall had completed the NRECA (National Rural /Electric Cooperative Association) Accounts Program.

Public Comments: None.

6. OLD BUSINESS:

6.1. Shine Plat Resolution. Engineering Director Samantha Harper gave a background report on the Shine Plat Resolution.

MOTION: Commissioner Jeff Randall made a motion to approve a resolution accepting the Department of Health's 2020 Drinking Water State Revolving Fund Loan for the LUD No. 17 Shine Plat and authorizing the PUD General Manager to sign the loan contract. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

Public Comments: None.

6.2 Broadband Resolution. General Counsel Joel Paisner gave a report. There was some discussion.

MOTION: Commissioner Kenneth Collins made a motion that the Jefferson County Public Utility District No. 1 Board of Commissioners adopt a resolution authorizing rates for the sale of retail internet services; approving revised rates for wholesale internet services and

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Jefferson County PUD
Board of Commissioners
August 3, 2021, Regular Meeting
Draft Minutes

approving telecommunication customer service policies. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

Public Comments: None.

6.3 Interlocal Agreement with Mason 3. General Manager Kevin Streett gave a report on the Interlocal Agreement with Mason 3.

MOTION: Commissioner Jeff Randall made a motion to approve the resolution authorizing an Interlocal Agreement with Public Utility District No. 3 of Mason County, Washington (PUD 3) regarding fiber optic construction. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

Public Comment: None.

6.4 EDC Board Appointment. Commissioner Jeff Randall was assigned by general consensus of the commissioners to be the representative from the Jefferson County Public Utility District No. 1 Board of Commissioners on the Economic Development Council. In line of rotation would be Commissioner Dan Toepper and next in line would be Commissioner Kenneth Collins. One year term will begin at the end of August 2021 and go for one calendar year.

MOTION: Commissioner Jeff Randall made a motion that the Jefferson County Public Utility District No. 1 Board of Commissioners appoint a representative to the Economic Development Council. The term shall expire at the end of August each year. Commissioner Jeff Randall will be the representative for the first year. Commissioner Dan Toepper will be the representative the second year and Commissioner Kenneth Collins will be the representative for the third year. Commissioner Kenneth Collins seconded the motion. Motion carried unanimously.

7. NEW BUSINESS:

7.1 Paid Family Medical Leave Act. Human Resources Director Melanie Patterson gave a report. The Paid Family Medical Leave Act policy is administered by the Washington State Employment Security Department. This policy will be brought back to the commissioners on the consent agenda at the next regular meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners.

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Jefferson County PUD
Board of Commissioners
August 3, 2021, Regular Meeting
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Public Comment: None.

7.2 Employee Tuition Reimbursement. Human Resources Director Melanie Patterson gave a report. The reimbursement would be for \$2,500.00 per year for the non-represented employees. This would assist employees who are pursuing higher education courses outside of work. There was some discussion.

Public Comment: None.

7.3 Process for Including Commissioners in Staff Projects. General Manager Kevin Streett gave a report on including commissioners in staff projects. There was some discussion.

7.4 Recess. Commissioner Dan Toepper declared a five-minute recess at 6:33 p.m. Recess ended at 6:38 p.m. and the regular meeting of the Jefferson County Public Utility District No., 1 Board of Commissioners reconvened. Roll call was taken. All commissioners were present. A quorum was established.

8. COMMISSIONER REPORTS:

Commissioner Dan Toepper:

7/26 Met with General Manager Kevin Streett.

7/29 Listened in on the Post 2028 Work Session about discussions about the possible changes to the residential exchange payout amounts under new contracts and on how the Tier 1 customers and firm power designations will be defined. Possible lengthening of rate periods were a topic for discussion.

7/30 Listened in on JBAT meeting.

8/02 Met with citizens' group in Gardiner regarding broadband.

8/04 Will attend PUD BOC Special Meeting for Budget Review.

8/04 Will attend PPC member forum.

8/05 Will attend PPC Executive Committee meeting.

8/05 Will address the Port Ludlow Village Council on broadband.

8/06 Will meet with General Manager Kevin Streett.

8/09 Will attend CAB meeting.

8/10 Will attend PUD BOC Special Meeting with PPC.

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Board of Commissioners
August 3, 2021, Regular Meeting
Draft Minutes

- 8/12 Will attend PUD BOC Special Meeting on Strategic Planning.
- 8/13 Will attend WPUDA Education Committee meeting.
- 8/16 Will meet with General Manager Kevin Streett.

Commissioner Jeff Randall:

- 7/22 Attended meeting with NODC (North Olympic Development Council).
- 7/23 Met with General Counsel Joel Paisner and General Manager Kevin Streett.
- 7/26 Met with Don McDaniel.
- 7/28 Attended WPUDA Energy Committee to talk about reformatting how the Energy Committee works. (report).
- 8/04 Will attend PUD BOC Special Meeting for Budget Review.
- 8/10 Will attend PUD BOC Special Meeting with PPC.
- 8/10 Will attend Climate Action meeting.
- 8/11 Will attend Climate Action subgroup meeting on promoting electric vehicles and charging Stations.
- 8/12 Will attend PUD BOC Special Meeting on Strategic Planning.

Commissioner Kenneth Collins:

- 7/21 Met with Rick Rupp.
- 7/23 Participated in the JBAT meeting.
- 7/24 Participated in a conversation with a PUD customer who lives in Kala Point regarding a water leak and PUD reimbursement. Commissioner Collins would like to discuss the PUD policy and make a determination going forward as to whether the policy needs to be modified.
- 7/26 Had a conversation with General Counsel Joel Paisner.
- 7/27 Spoke with Don McDaniel.
- 7/28 Participated in the Energy Northwest Board meeting. (report).
- 7/28 Met with General Manager Kevin Streett.
- 7/30 Attended a JBAT meeting.
- 7/31 Spoke with PUD customer regarding broadband service to his home.
- 8/02 Met with General Manager Kevin Streett.
- 8/04 Will attend PUD BOC Special Meeting for Budget Review.
- 8/06 Will attend JBAT meeting.

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- 8/10 Will attend PUD BOC Special Meeting with PPC.
- 8/11 Will attend NoaNet Board meeting.
- 8/12 Will attend PUD BOC Special Meeting on Strategic Planning.
- 8/13 Will attend JBAT meeting.
- 8/16 Will meet with General Manager Kevin Streett.

9. EXECUTIVE SESSION: RCW 42.30.110(1)(g) to review the performance of a public employee. Length of time anticipated was 30 minutes. Executive session began at 6:48 p.m. Executive session ended at 7:19 p.m. Regular session of the PUD BOC reconvened at 7:19 p.m. No action taken.

EXECUTIVE SESSION: RCW 42.30.140(4)(b) union negotiations. Length of time anticipated was 20 minutes. Executive session began at 7:21 p.m. Executive session ended at 7:41 p.m. Regular session of the PUD BOC reconvened at 7:41 p.m. No action taken.

EXECUTIVE SESSION: RCW 42.30.110(1)(a)(ii) to consider information regarding the infrastructure and security of computer and telecommunications networks for the PUD with legal counsel present. Length of time anticipated was 5 minutes. Executive session began at 7:43 p.m. Executive session ended at 7:48 p.m. Regular session of the PUD BOC reconvened at 7:48 p.m. No action taken.

10. ADJOURNMENT:

MOTION: Commissioner Dan Toepper declared the August 3, 2021, Regular Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners adjourned at 7:48 p.m.

Minutes prepared by Cammy Brown, PUD
Recorder

Approved:

Commissioner Jeff Randall, Secretary

Date

Attest:

Commissioner Dan Toepper, President

Date

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Jefferson County PUD
Board of Commissioners
August 3, 2021, Regular Meeting
Draft Minutes

Commissioner Kenneth Collins, Vice President Date

Please note PUD Board of Commissioner meetings are audio recorded and posted to the PUD website at www.jeffpud.org, usually within 1-2 business days of each meeting. If you experience any difficulty accessing a recording, you may call 360.385.5800 for assistance. Jefferson PUD provides reasonable accommodations to persons with disabilities. We invite any person with special needs to contact our staff at 360.385.8351 at least 24 hours before the meeting to discuss any special accommodations.



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

August 10, 2021

Board of Commissioners

Special Meeting

Public Power Council

Draft Minutes

The Special Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the Vice-President of the Board of Commissioners (Board or BOC) at 10:00 a.m. on

August 10, 2021, via Zoom video conference. Present:

Commissioner Dan Toepper, President
Commissioner Jeff Randall, Secretary
Commissioner Kenneth Collins, Vice President
Kevin Streett, General Manager
Joel Paisner, General Counsel
Will O'Donnell, Communications Director
Mike Bailey, Finance Director
Jean Hall, Customer Service Director
Scott Bancroft, Operations Director
Samantha Harper, Engineering Director
Melanie Patterson, Human Resources Director
Don McDaniel, PUD Consultant
Scott Simms, Executive Director, PPC
Michael Deen, Marketing Strategist PPC

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Jefferson County PUD
BOC Special Meeting – Public Power Council
August 10, 2021
Draft Minutes

Michael Linn, Senior Analyst PPC
Cammy Brown, Recording Secretary

1. **CALL TO ORDER.** Commissioner Dan Toepper called the Special Meeting of the Jefferson County PUD No. 1 Board of Commissioners for August 10, 2021, to order at 10:00 a.m. and read the Governor's Extended Proclamation 20-28 in response to the COVID-19 pandemic.

Roll call was taken. All three commissioners were present. It was determined there was a quorum.

2. **AGENDA REVIEW.** Commissioner Dan Toepper presented the agenda.

MOTION: Commissioner Kenneth Collins made a motion to accept the agenda as presented. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

3. **PRESENTATION PUBLIC POWER COUNCIL:** Michael Deen, Michael Linn and Scott Simms from Public Power Council gave a presentation. There was considerable discussion.

4. **AJOURNMENT:** Commissioner Dan Toepper declared the August 10, 2021, Special Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners adjourned at 12:00 p.m.

Minutes prepared by
Cammy Brown, PUD Recording Secretary

Approved:

Commissioner Jeff Randall, Secretary

Date

Attest:

Commissioner Dan Toepper, President

Date

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Jefferson County PUD
BOC Special Meeting – Public Power Council
August 10, 2021
Draft Minutes

Commissioner Kenneth Collins, Vice President	Date
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Jefferson County PUD
BOC Special Meeting – Public Power Council
August 10, 2021
Draft Minutes



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

August 12, 2021

Board of Commissioners

Special Meeting

Strategic Plan

Draft Minutes

The Special Meeting of the Public Utility District No. 1 of Jefferson County (PUD) was called to order by the Vice-President of the Board of Commissioners (Board or BOC) at 10:00 a.m. on

August 12, 2021, via Zoom video conference. Present:

Commissioner Dan Toepper, President
Commissioner Jeff Randall, Secretary
Commissioner Kenneth Collins, Vice President
Kevin Streett, General Manager
Joel Paisner, General Counsel
Will O'Donnell, Communications Director
Mike Bailey, Finance Director
Jean Hall, Customer Service Director
Scott Bancroft, Operations Director
Samantha Harper, Engineering Director
Melanie Patterson, Human Resources Director
Don McDaniel, PUD Consultant
Jimmy Scarborough, Electric Engineer

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Jefferson County PUD
BOC Special Meeting – Strategic Plan
August 12, 2021
Draft Minutes

Kirk Gibson, McDowell Rackner Gibson PC

Cammy Brown, Recording Secretary

1. **CALL TO ORDER.** Commissioner Dan Toepper called the Special Meeting of the Jefferson County PUD No. 1 Board of Commissioners for August 12, 2021, to order at 10:00 a.m. and read the Governor's Extended Proclamation 20-28 in response to the COVID-19 pandemic.

Roll call was taken. All three commissioners were present. It was determined there was a quorum.

2. **AGENDA REVIEW.** Commissioner Dan Toepper presented the agenda.

MOTION: Commissioner Kenneth Collins made a motion to accept the agenda as presented. Commissioner Jeff Randall seconded the motion. Motion carried unanimously.

3. **PRESENTATION OF DRAFT STRATEGIC PLAN.** General Manager Kevin Streett gave an overview of the process of developing the Strategic Plan and the next steps. Kirk Gibson, McDowell Rackner Gibson, P.C. gave a presentation on the Strategic Plan.

4. **DISCUSSION OF DRAFT STRATEGIC:** There was considerable discussion on the Strategic Plan and the state of the process to date. Each commissioner gave their review. There was some public comment. Details on meeting can be heard on the audio recording at www.jeffpud.org.

5. **AJOURNMENT:** Commissioner Dan Toepper declared the August 12, 2021, Special Meeting of the Jefferson County Public Utility District No. 1 Board of Commissioners adjourned at 12:00 p.m.

Minutes prepared by
Cammy Brown, PUD Recording Secretary

Approved:

Commissioner Jeff Randall, Secretary

Date

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Jefferson County PUD
BOC Special Meeting – Strategic Plan
August 12, 2021
Draft Minutes

Attest:

Commissioner Dan Toepper, President

Date

Commissioner Kenneth Collins, Vice President

Date

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VOUCHER APPROVAL FORM

We, the undersigned Board of Commissioners of Public Utility District No. 1 of Jefferson County hereby approve pending payments for transactions greater than \$100,000, if any. The following transactions are approved from the General Fund in the amount of **\$1,090,098.01** on this **16TH** day of **NOVEMBER 2021** ;

Dan Toepper
President

Kenneth Collins
Vice President

Jeff Randall
Secretary

PAYMENTS TO BE APPROVED:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 127420 to # 127462	\$ 571,022.45	10/28/2021
Accounts Payable:	# 127463 to # 127511	\$ 334,254.02	11/4/2021
Payroll Checks:	# 70956 to # 70959	\$ 8,187.60	10/29/2021
Payroll Direct Deposit:		\$ 162,305.32	10/29/2021

TOTAL INVOICES PAID

\$1,075,769.39

WIRE TRANSFERS PAID

Peterson Lake

AMOUNT

\$ 14,328.62

DATE

11/1/2021

PAYMENT TOTAL

\$1,090,098.01

VOIDED WARRANTS

VOUCHER CERTIFICATION FORM

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just and due obligation against Public Utility District No. 1 of Jefferson County, and that I am authorized to authenticate and certify to said claims, and I, the undersigned, do hereby certify under penalty of perjury that claims for employee and commissioner expenses are just and due against Public Utility District No. 1 of Jefferson County.

Signed: Mike Bailey
Mike Bailey, Financial Director / District Auditor

11/10/2021
Date

VOUCHER CLAIM FORMS FOR INVOICES PAID:

	WARRANTS	AMOUNT	DATE
Accounts Payable:	# 127420 to # 127462	\$ 571,022.45	10/28/2021
Accounts Payable:	# 127463 to # 127511	\$ 334,254.02	11/4/2021
Payroll Checks:	# 70956 to # 70959	\$ 8,187.60	10/29/2021
Payroll Direct Deposit:		\$ 162,305.32	10/29/2021
TOTAL INVOICES PAID		\$1,075,769.39	

WIRE TRANSFERS PAID	AMOUNT	DATE
Peterson Lake	\$ 14,328.62	11/1/2021

GRAND TOTAL	\$1,090,098.01
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VOIDED WARRANTS

11/09/2021 4:45:35 AM

Accounts Payable Check Register

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10/27/2021 To 11/08/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
127420 10/28/21	CHK	10808	A & J FLEET SERVICES, INC	OIL,FUEL FILT,&RADIATOR INSPECT VEH#130	1,003.08
127421 10/28/21	CHK	10004	A+ EQUIPMENT RENTALS	AIR COMPRESSOR RNTL 8/26 TITAN	302.31
				AIR COMPRESSOR RNTL 9/02 TITAN	277.24
Total for Check/Tran - 127421:					579.55
127422 10/28/21	CHK	10481	AMAZON	BINOCULARS	325.12
				BINOCULARS	487.68
Total for Check/Tran - 127422:					812.80
127423 10/28/21	CHK	10447	ANIXTER INC.	WAREHOUSE - GUY WIRE 7/16 EHS	353.48
				FUSE,SIDEBY,VISETOP,STIRRUP,MACH,MULTI..	2,424.19
				BOLT	286.12
				EYE BOLT	237.29
				FUSE,SIDEBY,VISETOP,STIRRUP,MACH,MULTI..	157.10
				INSULATOR	785.52
				SIDEBY	279.57
Total for Check/Tran - 127423:					4,523.27
127424 10/28/21	CHK	10551	DAY WIRELESS SYSTEMS	MOBILE RADIOS - NOV 2021	986.05
127425 10/28/21	CHK	10292	DAVID E ELIAS	WELLNESS PROGRAM REIMBURSEMENT 2021	250.00
127426 10/28/21	CHK	10781	EVERGREEN CONSULTING GROUP, LLC	ENERGY CONSERVATION REBATE	3,326.90
				ENERGY CONSERVATION REBATE	2,504.96
				ENERGY CONSERVATION REBATE	654.72
				ENERGY CONSERVATION REBATE	2,670.00
				ENERGY CONSERVATION REBATE	2,100.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	600.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00

11/09/2021 4:45:35 AM

Accounts Payable Check Register

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10/27/2021 To 11/08/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				ENERGY CONSERVATION REBATE	700.00
				ENERGY CONSERVATION REBATE	2,100.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	3,200.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	700.00
				ENERGY CONSERVATION REBATE	600.00
				ENERGY CONSERVATION REBATE	2,100.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	3,800.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	900.00

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				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	900.00
				ENERGY CONSERVATION REBATE	1,300.00
				ENERGY CONSERVATION REBATE	1,783.39
				Total for Check/Tran - 127426:	66,939.97
127427 10/28/21	CHK	10674	GLOBAL EQUIPMENT COMPANY INC.	PALLET JACK	564.68
127428 10/28/21	CHK	10454	GLOBAL RENTAL COMPANY INC	A77-TE93 TRK DELIVERY FEE VEH#420	2,616.48
				A77-TE93 TRK RNTL VEH#420 9/26-10/23	10,356.92
				Total for Check/Tran - 127428:	12,973.40
127429 10/28/21	CHK	10103	H D FOWLER	PVC CONDUIT 3" SCH 80-W BELLEND-GREY	1,485.94
127430 10/28/21	CHK	10104	HADLOCK BUILDING SUPPLY, INC.	TOOLS - SPEED BOR	13.08
				OPERATIONS - WALL REPAIR	15.70
				OPERATIONS - WALL REPAIR	3.92
				OPERATIONS - WALL REPAIR	29.65
				OPERATIONS - WALL REPAIR	7.41
				OPERATIONS - WALL REPAIR	19.59
				OPERATIONS - WALL REPAIR	4.90
				Total for Check/Tran - 127430:	94.25
127431 10/28/21	CHK	10882	INTEGRITY NETWORKS INC	BOARDROOM DISPLAYS WORK THRU SEP-2021	24,775.00
127432 10/28/21	CHK	10281	JEFFCO EFTPS	EMPLOYEES' MEDICARE TAX	3,676.75
				EMPLOYER'S MEDICARE TAX	3,644.54
				EMPLOYEES' FICA TAX	10,295.02
				EMPLOYER'S FICA TAX	10,295.02
				EMPLOYEES' FEDERAL WITHHOLDING	17,169.37
				EMPLOYEES' FEDERAL WITHHOLDING TAX	13,786.07
				Total for Check/Tran - 127432:	58,866.77
127433 10/28/21	CHK	10532	JEFFERSON COUNTY PUD PAYROLL AC PR 10.29.2021-DIRECT DEPOSIT CHECKS		162,305.32

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				PR 10.29.2021-MANUAL CHECKS	8,187.60
				Total for Check/Tran - 127433:	170,492.92
127434 10/28/21	CHK	10320	ANNETTE JOHNSON	WELLNESS EMPLOYEE BAGS	18.64
				WELLNESS EMPLOYEE BAGS	4.66
				Total for Check/Tran - 127434:	23.30
127435 10/28/21	CHK	10286	L & J ENTERPRISES	CLEAR AREA - IRONDAL SUB FOR FIRBER	9,885.23
				EXCAVATING - EAGLEMOUNT&SUNSET LAKE	5,549.60
				Total for Check/Tran - 127435:	15,434.83
127436 10/28/21	CHK	10877	MCCOY ELECTRIC CO INC	INSTL FIBER, CAT 6 TO GATE - 310 FOUR CR	253.80
127437 10/28/21	CHK	10333	MOSS ADAMS LLP	PROF SRVS:FORECAST MODEL DEVELOPMENT	2,156.40
				PROF SRVS:FORECAST MODEL DEVELOPMENT	539.10
				Total for Check/Tran - 127437:	2,695.50
127438 10/28/21	CHK	10520	NRECA-NATIONAL RURAL ELEC COOP	MIP GRP 2 TRNGN REG SPRING 9/28-10/7/21	3,200.00
				MIP GRP 2 TRNGN REG SPRING 9/28-10/7/21	800.00
				Total for Check/Tran - 127438:	4,000.00
127439 10/28/21	CHK	10166	NWPPA	LABOR&EMPLY RELATIONS REG FEE 10/14/21	80.00
				LABOR&EMPLY RELATIONS REG FEE 10/14/21	20.00
				Total for Check/Tran - 127439:	100.00
127440 10/28/21	CHK	10167	OFFICE DEPOT	OPERATIONS - OFFICE SUPPLIES	7.15
				OPERATIONS - OFFICE SUPPLIES	1.79
				Total for Check/Tran - 127440:	8.94
127441 10/28/21	CHK	10865	OLYMPIC ELECTRIC CO, INC	FIBER INSTL - 2231 WASHINGTON ST	1,243.04
127442 10/28/21	CHK	10170	OLYMPIC EQUIPMENT RENTALS	STOCK - PROPANE CYLINDER	6.54
127443 10/28/21	CHK	10901	OLYMPUS APPRAISAL	APPRAISAL AT 240 FOUR CRNRS	800.00
127444 10/28/21	CHK	10549	PENINSULA LEGAL SECRETARIAL SER	TRANSCRIPTION SVC 10/4-10/20/21	420.00
				TRANSCRIPTION SVC 10/4-10/20/21	105.00

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Total for Check/Tran - 127444:					525.00
127445 10/28/21	CHK	10188	PLATT ELECTRIC SUPPLY	COPPER WIRE	530.02
				LUGS	116.20
				STREETLIGHT FUSE HOLDERS	716.74
Total for Check/Tran - 127445:					1,362.96
127446 10/28/21	CHK	10197	PRINTERY COMMUNICATIONS	BROADBAND - POSTCARD OUTREACH	914.28
127447 10/28/21	CHK	10708	RCE TRAFFIC CONTROL, INC	FLAGGING - CANCELED FOR STORM	528.00
127448 10/28/21	CHK	10212	ROHLINGER ENTERPRISES INC	RECNDTN/TSTNG:ANNUAL HOTSTICK TESTING	2,722.32
				REPAIR/TSTNG: TOOL REPLACEMENT	16.37
Total for Check/Tran - 127448:					2,738.69
127449 10/28/21	CHK	10706	SBA STRUCTURES, LLC	TOWER SITE RNTL MAYNARD HILL- NOV 2021	1,642.28
127450 10/28/21	CHK	10219	SHOLD EXCAVATING INC	O&M INSPECT PUD SEPTIC - 310 4 CRNRS	586.41
				ASPHALT PATCH - 23 PORT HADLOCK HEIGHTS	2,632.58
				EXCAVATING - 734 WINDRIDGE RD 9/23	1,581.95
Total for Check/Tran - 127450:					4,800.94
127451 10/28/21	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: VOC REYNOLDS WELL 10/6/21	200.00
127452 10/28/21	CHK	10302	1034 ERIC A THARALDSEN	WELLNESS PROGRAM REIMBURSEMENT 2021	250.00
127453 10/28/21	CHK	10727	TITAN ELECTRIC, INC	STORM WORK 9/17-9/19/2021	81,988.94
				DOCK WORK WKENDING 8/14-9/04 RATE CORR	-3,449.37
				DOCK WORK WKENDING 8/14-9/04 RATE CORR	-182.80
				DOCK WORK WKENDING 8/14-9/04 RATE CORR	-111.49
				DOCK WORK WKENDING 9/11-10/02/2021	34,340.74
				DOCK WORK WKENDING 9/11-10/02/2021	4,374.78
Total for Check/Tran - 127453:					116,960.80
127454 10/28/21	CHK	10251	UGN - JEFFERSON COUNTY	UNITED GOOD NEIGHBORS EE	15.00
127455 10/28/21	CHK	10252	ULINE	CANTILEVER RACK-DOUBLE SIDED 80X65X96	1,472.28

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127456 10/28/21	CHK	10255	USA BLUEBOOK	1/2" chemical resist fitting #85501	113.21
127457 10/28/21	CHK	10730	USDA FOREST SERVICE	QUIL WTR TANK - ANALYSIS&PERMIT PROCESS	131.00
127458 10/28/21	CHK	10258	VERIZON WIRELESS, BELLEVUE	CELL PHONE SERVICE QB9/16-10/15/2021	297.67
				CELL PHONE SERVICE QB9/16-10/15/2021	130.08
				CELL PHONE SERVICE QB9/16-10/15/2021	26.02
				CELL PHONE SERVICE QB9/16-10/15/2021	134.43
				CELL PHONE SERVICE QB9/16-10/15/2021	192.88
				CELL PHONE SERVICE QB9/16-10/15/2021	8.18
				CELL PHONE SERVICE QB9/16-10/15/2021	65.69
				CELL PHONE SERVICE QB9/16-10/15/2021	8.18
				CELL PHONE SERVICE QB9/16-10/15/2021	117.73
				CELL PHONE SERVICE QB9/16-10/15/2021	8.18
				CELL PHONE SERVICE QB9/16-10/15/2021	65.69
				CELL PHONE SERVICE QB9/16-10/15/2021	69.42
				CELL PHONE SERVICE QB9/16-10/15/2021	15.61
				CELL PHONE SERVICE QB9/16-10/15/2021	8.18
				CELL PHONE SERVICE QB9/16-10/15/2021	42.65
				CELL PHONE SERVICE QB9/16-10/15/2021	18.21
				CELL PHONE SERVICE QB9/16-10/15/2021	23.04
				CELL PHONE SERVICE QB9/16-10/15/2021	115.77
				CELL PHONE SERVICE QB9/16-10/15/2021	115.77
				CELL PHONE SERVICE QB9/16-10/15/2021	52.04
				CELL PHONE SERVICE QB9/16-10/15/2021	230.12
				CELL PHONE SERVICE QB9/16-10/15/2021	104.85
				CELL PHONE SERVICE QB9/16-10/15/2021	20.81
				CELL PHONE SERVICE QB9/16-10/15/2021	91.24
				CELL PHONE SERVICE QB9/16-10/15/2021	41.62
				CELL PHONE SERVICE QB9/16-10/15/2021	10.88
				CELL PHONE SERVICE QB9/16-10/15/2021	140.86
				CELL PHONE SERVICE QB9/16-10/15/2021	39.00

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				CELL PHONE SERVICE QB9/16-10/15/2021	221.15
				CELL PHONE SERVICE QB9/16-10/15/2021	74.45
				CELL PHONE SERVICE QB9/16-10/15/2021	31.22
				CELL PHONE SERVICE QB9/16-10/15/2021	22.82
				CELL PHONE SERVICE QB9/16-10/15/2021	10.41
				CELL PHONE SERVICE QB9/16-10/15/2021	43.53
				CELL PHONE SERVICE QB9/16-10/15/2021	52.03
				SCADA CRADLEPNT DEVICE QB 9/20-10/19/21	1,300.57
				WIFI IN TRUCKS QB 9/20-10/19/21	399.96
				WIFI RANDOM QB 9/20-10/19/21	331.08
				WIFI IN TRUCKS QB 9/20-10/19/21	568.12
				WIFI RANDOM QB 9/20-10/19/21	83.68
				SCADA CRDLEPNT DEVICE QB 9/23-10/22/21	74.15
Total for Check/Tran - 127458:					5,407.97
127459 10/28/21	CHK	10260	WA STATE DEFERRED COMPENSATION	PL DEFERRED COMP EE	14,042.56
				PL DEFERRED COMP ER	6,160.20
Total for Check/Tran - 127459:					20,202.76
127460 10/28/21	CHK	10680	WELLSPRING FAMILY SERVICES	INPERSON ASSMT - 2 CASES, 3 SESSIONS	228.00
				INPERSON ASSMT - 2 CASES, 3 SESSIONS	57.00
Total for Check/Tran - 127460:					285.00
127461 10/28/21	CHK	10271	WESCO RECEIVABLES CORP	WIRE 4/0 AL URD CN PRI 15KV	44,470.00
127462 10/28/21	CHK	10274	WESTBAY AUTO PARTS, INC.	TOOLS - WELDER	88.65
127463 11/4/21	CHK	10006	AFLAC	AFLAC BILL OCT 2021	60.48
				AFLAC BILL OCT 2021	26.40
				AFLAC BILL OCT 2021	138.36
Total for Check/Tran - 127463:					225.24
127464 11/4/21	CHK	10481	AMAZON	TRUCK CABLE	25.10
				USB C to HDMI/VGA/DISPLAYPORT ADAPTER	86.35

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				USB C to HDMI/VGA/DISPLAYPORT ADAPTER	21.59
				Total for Check/Tran - 127464:	133.04
127465 11/4/21	CHK	10447	ANIXTER INC.	CAPACITOR POLE BANK 9000KVAR,95KV,7200V	18,643.01
				TRAN 1P POLE 50KVA 120/240	20,374.43
				FUSE	197.74
				Total for Check/Tran - 127465:	39,215.18
127466 11/4/21	CHK	10870	BIG BLUE PRESSURE WASHING AND L	GRND MAINTENANCE - 310 FOUR CRNRS	1,269.92
				GRND MAINTENANCE - 310 FOUR CRNRS	317.48
				GRND MAINTENANCE - 210&310 FR CRNS 10/05	218.20
				GRND MAINTENANCE - 210&310 FR CRNS 10/05	54.55
				5 SUBSTATIONS: MOWING 10/05	445.95
				Total for Check/Tran - 127466:	2,306.10
127467 11/4/21	CHK	10041	CDW GOVERNMENT	BLUEBEAM LICENSE - 1YR 1 SEAT	630.21
				BLUEBEAM LICENSE - 1YR 1 SEAT	157.55
				Total for Check/Tran - 127467:	787.76
127468 11/4/21	CHK	10042	CELLNET TECHNOLOGY INC	METER READS - SEP 2021	27,795.22
127469 11/4/21	CHK	10045	CENTURY LINK-S	PHONE SERVICE - OCT 2021	66.06
				PHONE SERVICE - OCT 2021	16.52
				PHONE SERVICE - OCT 2021	31.17
				PHONE SERVICE - OCT 2021	7.79
				Total for Check/Tran - 127469:	121.54
127470 11/4/21	CHK	10052	CITY OF PORT TOWNSEND	FIBER VAULT TO SERVICE OLYCAP	265.50
127471 11/4/21	CHK	10887	CORNWELL TOOLS	HAND TOOLS-FLEET	103.86
127472 11/4/21	CHK	10501	D & L POLES	BORE&TRENCH - 290 FAIRBREEZE	37,603.50
				BORE PRIMARY LINE - 285 FAIRBREEZE	31,513.54
				Total for Check/Tran - 127472:	69,117.04
127473 11/4/21	CHK	10066	DEPT OF LABOR & INDUSTRIES (BOILE	21 KENNEDY BOILER/PRESSURE INSPECTION	26.90

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127474 11/4/21	CHK	10068	DISCOVERY BAY GROUP, LLC	CONSULTING SERVICE OCT 2021	5,500.00
127475 11/4/21	CHK	10090	FREDERICKSON ELECTRIC, INC	INSTALL 3 OUTLETS 310 OPERATIONS CENTER	1,047.19
127476 11/4/21	CHK	10094	GENERAL PACIFIC, INC	ELBOW 1/0 WITH TEST POINT	1,438.33
127477 11/4/21	CHK	10098	GRAINGER	FORKLFT SIGN	14.63
127478 11/4/21	CHK	10103	H D FOWLER	SHOP - VARIOUS MATERIALS	3,502.17
127479 11/4/21	CHK	10110	HENERY HARDWARE	CREW TRUCKS-BROOM	25.08
				OPERATIONS-PATCH REPAIR	5.92
				OPERATIONS-PATCH REPAIR	1.48
Total for Check/Tran - 127479:					32.48
127480 11/4/21	CHK	10882	INTEGRITY NETWORKS INC	BOARDROOM DISPLAYS WORK OCT-2021	20,947.55
127481 11/4/21	CHK	10839	IRBY ELECTRICAL UTILITES	EXTENSION LINK	274.93
				EYE BOLT	134.74
				LAG SCREW	264.57
Total for Check/Tran - 127481:					674.24
127482 11/4/21	CHK	10117	ITRON, INC.	HW&SW MAINTENANCE 11/1-1/31/22	1,253.12
				HW&SW MAINTENANCE 11/1-1/31/22	313.28
Total for Check/Tran - 127482:					1,566.40
127483 11/4/21	CHK	10129	JIFFY LUBE	VEH# 133 - OIL CHANGE	129.40
127484 11/4/21	CHK	10348	KEMP WEST, INC	TT T&M - CROCKER LK 10/04-10/13/21	11,349.00
				TT T&M - VARIOUS AREAS 10/12-10/14/21	7,880.04
Total for Check/Tran - 127484:					19,229.04
127485 11/4/21	CHK	10286	L & J ENTERPRISES	CLEAN UP FOR FIBER - SUNSET & MOON LAKE	6,695.44
				BRUSH HOG TRANSMISSION LINES - DABOB RD	1,192.50
				CLEAR AREA - IRONDAL SUB FOR FIRBER	997.50
				EXCAVATING - EAGLEMOUNT&SUNSET LAKE	560.00
Total for Check/Tran - 127485:					9,445.44

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127486 11/4/21	CHK	9998	MARK LANNON	Credit Balance Refund	2,528.67
127487 11/4/21	CHK	10136	LES SCHWAB TIRES	VEH#124 - TIRES	1,042.50
				VEH#210 - TIRES	836.41
Total for Check/Tran - 127487:					1,878.91
127488 11/4/21	CHK	10142	MASON COUNTY PUD #1	DOSEWALLIPS RD-PUMP ELEC - OCT 21	189.68
				GO PAPERLESS CREDIT - OCT 21	-5.00
				BPA RD-PUMP ELEC - OCT 21	112.39
				GO PAPERLESS CREDIT - OCT 21	-5.00
				GO PAPERLESS CREDIT - OCT 21	-5.00
				WILLIAMS CT ELEC - OCT 21	41.16
Total for Check/Tran - 127488:					328.23
127489 11/4/21	CHK	10230	MEDIBAG COMPANY	PHARMACY BAG ADVERTISEMENT 2021	2,236.00
127490 11/4/21	CHK	10904	CALVIN MIZNER	NWPPA-STAKING TECH CERT TRNG TRVL EXP	1,915.90
127491 11/4/21	CHK	10667	NORTHWEST OPEN ACCESS NETWORK	FIBER REVENUE SHARING OCT 2021	1,087.50
127492 11/4/21	CHK	10322	NRC ENVIRONMENTAL SERVICES, INC	SAMPLE&CLEAN - 310 FOUR CRNRS	11,517.67
127493 11/4/21	CHK	10520	NRECA-NATIONAL RURAL ELEC COOP	ANNUAL SUBSC 1Y: RURAL ELECTRIC MAG 2021	103.20
				ANNUAL SUBSC 1Y: RURAL ELECTRIC MAG 2021	412.80
Total for Check/Tran - 127493:					516.00
127494 11/4/21	CHK	10165	NW LABORERS-EMPLOYERS TRUST FU	MEDICAL PREMIUM DEC 2021	15,453.00
127495 11/4/21	CHK	10166	NWPPA	INNOVATIONSCOMM CONF 10/11-10/14 REG FEE	632.00
				INNOVATIONSCOMM CONF 10/11-10/14 REG FEE	158.00
Total for Check/Tran - 127495:					790.00
127496 11/4/21	CHK	10865	OLYMPIC ELECTRIC CO, INC	LED STREETLIGHT UPGRADE# 221067	2,425.29
127497 11/4/21	CHK	10175	PACIFIC UNDERWRITERS CORP	LABORERS LTD - NOV 2021	426.71
				LABORERS LTD - OCT 2021	420.16
Total for Check/Tran - 127497:					846.87

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127498 11/4/21	CHK	10181	PENINSULA PEST CONTROL	PEST SVC QRTLTY-LAZY C PUMPH Q4-2021	60.01
				PEST SVC QRTLTY-TRITON COVE Q4-2021	60.01
Total for Check/Tran - 127498:					120.02
127499 11/4/21	CHK	10188	PLATT ELECTRIC SUPPLY	CRIMPER	2,314.65
				HACKSAW	238.93
				TOOL BATTERY	227.60
Total for Check/Tran - 127499:					2,781.18
127500 11/4/21	CHK	10471	RICOH USA , INC.- DALLAS	4CORNERS (MOD TRPLW) RENT 11/19-12/18/21	81.49
				4CORNERS (MOD TRPLW) RENT 11/19-12/18/21	20.37
				4CORNERS (MOD DBW) RENT 11/18-12/17/21	69.73
				4CORNERS (MOD DBW) RENT 11/18-12/17/21	17.43
Total for Check/Tran - 127500:					189.02
127501 11/4/21	CHK	10210	RICOH USA, INC	310 TRPWID 4CRNRS (7683) IMAGES OCT 2021	25.91
				310 TRPWID 4CRNRS (7683) IMAGES OCT 2021	6.48
				310 4 CRNRS (7427) IMAGES OCT 2021	18.22
				310 4 CRNRS (7427) IMAGES OCT 2021	4.55
				4CRNRS IT MODLR (7287) IMAGES OCT 2021	17.74
				4CRNRS IT MODLR (7287) IMAGES OCT 2021	4.43
Total for Check/Tran - 127501:					77.33
127502 11/4/21	CHK	10832	RJB WHOLESALE INC.	PVC CONDUIT 3" SCH 40-W BELLEND-GREY	68,357.70
127503 11/4/21	CHK	10212	ROHLINGER ENTERPRISES INC	HOTSTICKS-SHOTGUN	982.91
				RECNDTN/TSTNG: VARIOUS TOOLS	400.67
				RECNDTN/TSTNG: VARIOUS TOOLS	148.65
Total for Check/Tran - 127503:					1,532.23
127504 11/4/21	CHK	10216	SECURITY SERVICES NW, INC.	ANSWER SVC NOV 2021	2,073.98
				ANSWER SVC NOV 2021	2,073.98
				ANSWER SVC NOV 2021	1,037.00
Total for Check/Tran - 127504:					5,184.96

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127505 11/4/21	CHK	10219	SHOLD EXCAVATING INC	310 FOUR CRNRS - WTR MTR REPAIR	28.37
127506 11/4/21	CHK	10249	SPECTRA LABORATORIES-KITSAP LLC	TESTING: IOC TRITON COVE 10/7/21	368.00
				TESTING: VOC SNOWCRK&QUIL 10/7/21	400.00
				TESTING: COLI/E.COLI QUIMPER 10/26/21	23.00
Total for Check/Tran - 127506:					791.00
127507 11/4/21	CHK	10615	US BANK	IMPACT SOCKET	249.02
				RPLC STREAMLIGHT CORD	65.13
				2021 NWGIS CONFERENCE	40.00
				CAMERA AT DANA ROBERTS SUBSTATION	479.99
				PHONE PROTECTOR	14.17
				REFLECTIVE SAFETY JACKET	46.99
				BILLING-OFFICE 365 MNTHLY SUBSCRIPTION	83.79
				EMAIL DELVRBL MONITOR 1Y THRU 10/05/2022	191.90
				EMAIL TO VOICE SVC FOR SCADA	8.64
				PHONE SERVICES	200.00
				WEB HOSTING SERVICE	42.58
				BILLING-OFFICE 365 MNTHLY SUBSCRIPTION	20.95
				EMAIL DELVRBL MONITOR 1Y THRU 10/05/2022	47.98
				EMAIL TO VOICE SVC FOR SCADA	2.16
				PHONE SERVICES	50.00
				WEB HOSTING SERVICE	10.65
				ELECTRICAL BOX FOR AUTO GATE	43.09
				INK FOR CHECK PRINTER	45.37
				MEMORY FOR LAPTOP	87.27
				TONER FOR PRINTER	24.91
				USB CHARGING CABLES	22.64
				ELECTRICAL BOX FOR AUTO GATE	10.77
				INK FOR CHECK PRINTER	11.34
				MEMORY FOR LAPTOP	21.82
				TONER FOR PRINTER	6.23

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Accounts Payable Check Register

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10/27/2021 To 11/08/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				USB CHARGING CABLES	5.66
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	48.00
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	1,256.00
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	464.86
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	181.67
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	127.43
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	9.27
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	12.00
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	314.00
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	116.21
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	45.42
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	31.86
				MIP GRP 2 TRNGN REG 9/28-10/7 TRVL EXPS	2.32
				GOOD TO GO STICKER VEH#104	5.46
				1099 UPDATE WEBINAR	175.20
				1099 UPDATE WEBINAR	43.80
				AD-RECRUIT BROADBAND COORD	517.83
				FOOD FOR FLU SHOT CLINIC AT 310 FOUR CRN	33.18
				AD-RECRUIT BROADBAND COORD	129.46
				FOOD FOR FLU SHOT CLINIC AT 310 FOUR CRN	8.29
				FOOD FOR STORM OUTAGE	41.69
				STORM 9/17 HOTEL STAY FOR CNTRT LINEMAN	692.64
				EASEMENT FEE 1477 20TH ST	210.64
				EASEMENT FEE TRNSFMR CLALLAM ST	211.67
				FOOD FOR STORM OUTAGE	79.05
				VAN RNTL FOR FIBER EQUIP	99.01
				CEU CLASSES WSTWTR&WTR DISTR CERTS	1,020.00
				RME SEPTIC INSPECTIONS JUL&AUG2021	18.00
				AD-FB BROADBAND	90.00
				AD-FB SHUTOFF MORATORIUM	128.00
				NWPPA INVTNCOMMCONF 10/11-10/14 TRVL EXP	3.20

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Accounts Payable Check Register

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10/27/2021 To 11/08/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
				NWPPA INVTNCOMMCONF 10/11-10/14 TRVL EXP	612.70
				WEBSITE IMAGES	26.18
				AD-FB SHUTOFF MORATORIUM	32.00
				NWPPA INVTNCOMMCONF 10/11-10/14 TRVL EXP	0.80
				NWPPA INVTNCOMMCONF 10/11-10/14 TRVL EXP	153.17
				WEBSITE IMAGES	6.54
				Total for Check/Tran - 127507:	8,780.60
127508 11/4/21	CHK	10496	WELLS FARGO VENDOR FIN SERV	4 CRNRS COPYRNT OCT 21	226.93
				4 CRNRS COPYRNT OCT 21	56.73
				4CRNRS COPYRNT OCT 21	315.09
				4CRNRS COPYRNT OCT 21	78.77
				Total for Check/Tran - 127508:	677.52
127509 11/4/21	CHK	10680	WELLSPRING FAMILY SERVICES	EAP SVC - OCT 2021	46.65
				EAP SVC - OCT 2021	11.66
				Total for Check/Tran - 127509:	58.31
127510 11/4/21	CHK	10274	WESTBAY AUTO PARTS, INC.	FUEL CAP VEH#202-RETURNED ON INV#622505	9.72
				FLEET STOCK - WIPER BLADES	123.33
				RETURN OF VEH#127 - LIGHTS	-3.19
				LOW BEAM LIGHT FOR VEH# 205	8.26
				BATTERY CORE DEPOSIT VEH#106	-19.64
				Total for Check/Tran - 127510:	118.48
127511 11/4/21	CHK	10858	ZOOM VIDEO COMMUNICATIONS, INC.	VID CONF SVC 10/22-11/21/21	327.21
				VID CONF SVC 10/22-11/21/21	81.80
				Total for Check/Tran - 127511:	409.01

Total Payments for Bank Account - 1 : (92) 905,276.47

Total Voids for Bank Account - 1 : (0) 0.00

Total for Bank Account - 1 : (92) 905,276.47

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Accounts Payable Check Register

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Grand Total for Payments :	(92)	905,276.47
Grand Total for Voids :	(0)	0.00
Grand Total :	(92)	905,276.47

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Accounts Payable Check Register

Page 1

10/27/2021 To 11/08/2021

Bank Account: 1 - 1ST SECURITY - AP

Check / Tran Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
156 11/1/21	WIRE	10809	PETERSON LAKE - WIRE PAYMENT	PETERSON LAKE WIRE PMT NOV 2021	11,000.26
				PETERSON LAKE WIRE PMT NOV 2021	3,328.36
Total for Check/Tran - 156:					14,328.62

Total Payments for Bank Account - 1 :	(1)	14,328.62
Total Voids for Bank Account - 1 :	(0)	0.00
Total for Bank Account - 1 :	(1)	14,328.62
Grand Total for Payments :	(1)	14,328.62
Grand Total for Voids :	(0)	0.00
Grand Total :	(1)	14,328.62

JEFFERSON COUNTY PUD NO 1

ISSUED PAYROLL CHECKS
PAY DATE: 10/29/2021

Empl	Position	Check #	Check Date	Amount
2000	WATER DISTRIBUTION MANAGER II	70956	10/29/2021	1,754.53
3032	CUSTOMER SERVICE REP	70957	10/29/2021	1,309.28
2003	WATER TREATMENT PLANT OPERATOR III	70958	10/29/2021	2,476.72
2004	WATER TREATMENT PLANT OPERATOR III - LEAD	70959	10/29/2021	2,647.07
				\$ 8,187.60

JEFFERSON COUNTY PUD NO 1

DIRECT DEPOSIT PAYROLL PAY DATE: 10/29/2021
--

Empl	Position	Pay Date	Net Pay
3039	ACCOUITING TECH 1	10/29/2021	1,349.73
3052	ADMINISTRATIVE ASSISTANT	10/29/2021	2,306.61
1044	APPRENTICE LINEMAN	10/29/2021	5,341.79
1026	BROADBAND COORDINATOR	10/29/2021	2,017.60
4006	COMMISSIONER DIST 1	10/29/2021	951.77
4004	COMMISSIONER DIST 2	10/29/2021	966.26
4008	COMMISSIONER DIST 3	10/29/2021	951.76
3034	COMMUNICATIONS DIRECTOR	10/29/2021	2,406.17
3002	CUSTOMER SERVICE COORDINATOR	10/29/2021	1,468.26
3014	CUSTOMER SERVICE PROGRAM SPECIALIST	10/29/2021	1,392.94
3022	CUSTOMER SERVICE REP	10/29/2021	1,411.52
3046	CUSTOMER SERVICE REP	10/29/2021	1,252.63
3048	CUSTOMER SERVICE REP	10/29/2021	1,381.52
1027	ELECTRICAL ENGINEERING MANAGER	10/29/2021	3,076.14
1041	ELECTRICAL SUPERINTENDENT	10/29/2021	3,994.76
2007	ENGINEERING DIRECTOR	10/29/2021	3,422.26
3005	EXECUTIVE ASSISTANT/PUBLIC RECORDS OFFICER	10/29/2021	2,243.57
3033	FINANCE DIRECTOR	10/29/2021	3,584.47
1046	FLEET/WAREHOUSE HELPER	10/29/2021	2,914.34
1008	FOREMAN LINEMAN	10/29/2021	2,027.15
1012	FOREMAN LINEMAN	10/29/2021	8,953.72
1011	GENERAL MANAGER	10/29/2021	5,371.51
1042	GIS SPECIALIST	10/29/2021	2,385.78
1017	HEAD STOREKEEPER	10/29/2021	2,699.49
3047	HUMAN RESOURCES DIRECTOR	10/29/2021	2,634.05
3008	INFORMATION TECHNOLOGY MANAGER	10/29/2021	3,276.19
3028	IT SUPPORT TECHNICIAN	10/29/2021	1,755.09
1000	LINEMAN	10/29/2021	9,038.69
1016	LINEMAN	10/29/2021	8,841.27
1020	LINEMAN	10/29/2021	10,980.07
1034	LINEMAN	10/29/2021	5,764.46
1043	METER READER	10/29/2021	2,028.27
1047	METER READER	10/29/2021	2,949.83
1037	OPERATIONS DIRECTOR	10/29/2021	3,628.65
1050	PRE-APPRENTICE	10/29/2021	2,905.21
1051	PRE-APPRENTICE	10/29/2021	2,657.43
3004	RESOURCE MANAGER	10/29/2021	2,543.76
1003	SCADA TECH APPRENTICE	10/29/2021	3,603.27
3020	SERVICES DIRECTOR	10/29/2021	2,614.61
1031	STAKING ENGINEER	10/29/2021	2,504.49
1049	STAKING ENGINEER	10/29/2021	1,727.20
1014	STOREKEEPER	10/29/2021	4,711.29
1015	SUBSTATION/METER FOREMAN	10/29/2021	5,734.11
1033	SUBSTATION/METERING TECH	10/29/2021	4,112.57
3013	UTILITY ACCOUNTANT II	10/29/2021	1,663.09
3029	UTILITY ACCOUNTANT II	10/29/2021	1,824.98
3003	UTILITY BILLING CLERK	10/29/2021	1,515.10
3027	UTILITY BILLING CLERK	10/29/2021	1,576.08
3000	UTILITY BILLING COORDINATOR	10/29/2021	1,665.04
2001	WATER DISTRIBUTION MANAGER II	10/29/2021	2,205.15
2002	WATER DISTRIBUTION MANAGER II	10/29/2021	2,110.93
2005	WATER DISTRIBUTION MANAGER II	10/29/2021	1,862.69
			\$ 162,305.32



AGENDA REPORT

DATE: November 16, 2021

TO: Board of Commissioners

FROM: Mike Bailey, Finance Director/District Auditor

RE: Write-off of delinquent accounts from active accounts receivable

SUMMARY: Per Write-Off of Uncollectable Accounts Policy passed September 2017, the Board of Commissioners agreed to review and approve for write off inactive account balances over 90 days in arrears that had been given 30 days' notice that their account will be referred to a collection agency.

BACKGROUND: These inactive accounts are recorded in the Active Accounts Receivable Data Base and need to be transferred to the Uncollectible Data Base in the Customer Information System. The process of writing off does not "erase" the debt unless the debt has been discharged through a bankruptcy court. The PUD's staff has attempted to collect payment on these accounts. A collection agency is better equipped to pursue collection now that these accounts have disconnected from utility service with the PUD and are over 90 days in arrears.

ANALYSIS/FINDINGS: There are 7 inactive accounts in the Active Accounts Receivable Data Base who owe the PUD \$1,592.11 for utility services and who have received notice over 30 days ago that their account will be referred to a collection agency.

FISCAL IMPACT: Bad Debt Expense has already been charged in anticipation of having accounts who would fail to pay their final bill for utility services. On the PUD's Balance Sheet, Line 20. Accounts Receivable-Sales of Utility Services has been netted by an estimated Reserve for Uncollectible Accounts. To remedy the debt, these inactive accounts will pay the collection agency for the amount owed to the PUD plus a fee for the agency's professional services. Any amounts received on the written off amount, will be deposited into the PUD's

Depository Bank Account and the Reserve for Uncollectible Accounts adjusted. No revenue or expense accounts are affected by this write off.

RECOMMENDATION: Transfer the 7 inactive accounts owing \$1,592.11 from the Active Accounts Receivable Data Base to the Uncollectible Accounts Data Base and authorize Evergreen Financial Services to pursue collection efforts allowed by law.

ATTACHMENT: The Summary of Write-offs of Uncollectible Accounts Receivable provides an analysis of the number and amounts owed and signature of approval by the Secretary of the Board of Commissioners.



Board of Commissioners

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

Kevin Streett, General Manager

Write-Offs of Uncollectible Accounts Receivable

On November 16, 2021 the following summary of inactive customer accounts with a past due balance of greater than \$50.00 and in excess of 90 days were referred to and provided a 30-day written notice by a collection agency. Furthermore, all amounts were deemed uncollectible by the Finance Director/District Auditor regardless of the amount past due. For accounting and financial reporting purposes, write-offs of uncollectible receivables are made against the allowance for bad debt account once approved by the Board. The following accounts are requested to be written off as uncollectible:

Uncollectible Amount Range	Number of Accounts	Write-Off Amount
Up to \$50	3	\$76.27
\$51 - \$100	3	\$227.87
\$101 - \$200	0	\$0.00
\$201 - \$300	0	\$0.00
Over \$300	1	\$1,287.97
		\$1,592.1
TOTAL	7	1

Approval, Board of Commissioners

Jeff Randall
Secretary

PUD Calendar

November 16, 2021

November 17-19, WPUDA Association meetings, per ZOOM

November 25th and 26th, Thanksgiving Holidays, Office Closed

**November 30th, Special Meeting, 10:00am-12:00pm, per Zoom, RESP
Loan and Communication**

December 2-3 WPUDA Annual Meeting, per ZOOM

December 14, 2021, Regular BOC meeting, 4:00pm, ZOOM



AGENDA REPORT

DATE: November 16, 2021
TO: Board of Commissioners
FROM: Kevin Streett, GM
Lori Rae, Broadband Coordinator
RE: Wholesale Telecommunication Services Agreement

BACKGROUND: As the PUD expands the broadband department a Wholesale Telecommunications Service Agreement is needed. The agreement not only protects the PUD but also defines the responsibilities shared between the RSP and the PUD.

ANALYSIS/FINDINGS: Staff is seeking a motion to approve the Wholesale Telecommunication Service Agreement.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Approve a motion to adopt the Wholesale Telecommunication Service Agreement as presented.

PUBLIC UTILITY DISTRICT OF JEFFERSON COUNTY

WHOLESALE TELECOMMUNICATIONS SERVICES AGREEMENT

In accordance with Washington State RCW 54.16.330, the Parties named herein hereby enter into this Agreement for Wholesale Residential Telecommunications Services (the "Agreement") made this _____ day of ____, between Public Utility District No. 1 of Jefferson County, a municipal corporation under the laws of the State of Washington and having its principal place of business in Port Townsend, Washington and _____, a telecommunications and/or Internet access company that wants to provide services in Jefferson County, Washington.

A. DEFINITIONS

"Network" means the District's telecommunication facilities used to provide open access broadband services to the District and its customers. The Network provides wholesale telecommunication services as authorized by the laws of Washington State.

"District" means Public Utility District No. 1 of Jefferson County, Washington.

"Open Access" is defined in Section G of this Agreement.

"Party or Parties" means the District, Retail Service Provider, or both.

"Retail Customer" means the person or business purchasing telecommunication services from the RSP.

"Retail Service Provider (RSP)" means the signatory to this Agreement with the District, which entity represents it is authorized to provide retail telecommunication services and to which the District is authorized to provide wholesale telecommunication services.

B. ELIGIBILITY

The District will provide available wholesale telecommunication services to qualified Retail Service Providers (RSPs) under an open access arrangement. To qualify as eligible to provide services on the District's Network, the RSP represents

to the District the following:

- ~~1. The RSP will provide to the District a local telephone number for technical customer support.~~
1. The RSP represents that it has the ability to install and provision consumer services including, but not limited to, compliance with all applicable laws and regulations, such as certified telecommunications administrator or low voltage licenses, or as ~~otherwise required~~ otherwise required by local, state or federal laws and regulations.
2. The RSP will make available to the District current and up to date contact information for the purpose of providing technical customer support.
3. The RSP represents that it can currently provide or will provide prior to its use of the Network, a statement of intent to operate as a telecommunications provider or Internet Service Provider (ISP) and will meet the requirements of the District to resell District telecommunication services.
4. The RSP agrees to comply with the terms and conditions specified in the *Telecommunications Customer Service Policies of the Public Utility District of Jefferson County, Washington*, as they currently exist or as amended in the future.
5. The RSP further warrants to the District that ~~is it~~ has the authority to enter into this Agreement. RSP further warrants that it is duly licensed, has secured all necessary permits and licenses, and is fully qualified to provide telecommunications services in compliance with all terms and conditions of this Agreement and all laws of the state of Washington.
6. The RSP warrants that it is purchasing wholesale products from the District and that the RSP will satisfy any State or Federal Universal Service Fund obligations and pay any applicable sales or other taxes that might be applied to its retail service.
7. RSP represents that in providing services it acts as an independent contractor.
8. In all activities contemplated by the Agreement, the RSP shall perform in a good and competent manner, consistent with sound and generally accepted business practice.

C. TERM

The Agreement will continue in full force until such time either Party provides thirty (30) days written notice of termination, or default occurs by either Party.

Upon termination of this Agreement, all rights of RSP and their Retail Customers for services or broadband capacity cease and the District has no further obligations to furnish such service or capacity to the RSP. Subject to Section G constraints, the District has the absolute right to cease to provide wholesale telecommunications services to the RSP and/or disconnect any existing services and/or refuse to provide any future services or reconnection.

The Parties agree that continued service to the Retail Customer is highly desirable. In the event of termination of this Agreement, for any reason, the RSP shall immediately notify all affected Retail Customers of the final service date and any options available to the Retail Customer for continued service. The District shall also have a right, but not obligation, to notify any affected Retail Customers similarly.

D. LEASING OF FIBER LOOPS

The District hereby agrees to provide RSP access to the District's fiber network, through the lease of local fiber loops to provide any broadband circuits requested by RSP, whether intended for internal use of the RSP or with the intent to resell to retail customers, provided such capacity is then reasonably available on the District's network, in the District's discretion. The District has no obligation to provide dark fiber to the RSP, or any other party.

The RSP's right to access and use District network does not authorize and shall not be construed to authorize the RSP to have exclusive use of the District's network capacity.

Terms related to the installation of customers are set forth in Exhibit A to the Agreement.

E. FINANCES

Current charges and fees are as set forth in the District's Broadband Rate Schedule. Such pricing shall change at the District's discretion.

Should the RSP be required to quote a set fee for a certain contractual term to a Retail Customer, the RSP may request, and District shall provide, in written form, a fixed fee which the District shall honor for the projected duration of that circuit or product offering, subject to default termination provisions.

Each Party shall be responsible for its own federal, state, and local taxes, assessments, fees, surcharges, and other financial impositions. Notwithstanding the foregoing, RSP agrees that if there is any tax payable by it, but which is to be collected by the District which the District does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by the District, the RSP shall immediately remit the same to the District, even if such assessment arises after the termination of the Agreement.

F. FACILITIES AND OWNERSHIP

The District will provide access to network infrastructure at various locations

within Jefferson Counties.

Ownership of preexisting lines and telecommunications infrastructure shall not change as a result of this Agreement.

G. OPEN ACCESS SYSTEM

The District agrees to maintain an open access system. Rates, terms, and conditions for wholesale broadband services shall not be unduly or unreasonably discriminatory or preferential. The District shall establish rates and policies for access to the District's wholesale broadband infrastructure and shall apply those fees, terms, and conditions to all authorized RSPs as well as itself. ~~If the District obtains authority and decides to provide retail broadband services, such decision shall not terminate its wholesale broadband services or this Agreement. However, nothing~~ Nothing in this section shall limit the District's ability to terminate this Agreement for any other reason, including but not limited to, termination rights as provided in Sections C and L.

H. SERVICE

The District and the RSP shall act professionally in all aspects of this business relationship. Neither shall make statements damaging to the credibility of the other party. Both shall strive to deliver high quality and professional service to the retail customer.

The District shall be responsible for all circuit operation over the District network. The RSP shall be responsible for all circuit operation outside the District network. The RSP agrees it shall not directly or indirectly interfere in any manner with District operations or facilities and that it shall not alter, maintain, or repair the District's broadband infrastructure without the written consent of the District.

The RSP shall be responsible for all ~~Retail Customer~~ customer service activities, including communications with Retail Customer on outages, service quality issues, and all technical needs or concerns of the retail customer.

Because the RSP is responsible for its retail customers, the District wishes to avoid direct correspondence, verbal or written, from the retail customer regarding the services provided by the RSP through this Agreement. Any such contact will be immediately passed on to the RSP. On request of the District, the RSP will notify the retail customer of the parties' desired flow of communication.

The RSP shall accept credit risk of the retail customer and shall not pass that risk onto the District. The District shall accept RSP credit risk and shall not look to the retail customer for satisfaction of any amounts owed by the RSP.

The District does not guarantee uninterrupted availability. The District shall not be liable to the RSP or any other person, for any failure, whether temporary or permanent, to provide uninterrupted telecommunications services.

In the event it is necessary (in the sole discretion of the District) to temporarily suspend the availability of bandwidth capacity for the purpose of preventive maintenance, repairs, or improvements to the District communication system, the District shall have the right to do so, but shall use best efforts to give appropriate advance notice.

Following unscheduled failures in the District's **communications infrastructure**, the District will make needed repairs to restore capacity with diligence and complete such repairs as soon as is reasonable and practical.

Commented [WO1]: "Network"?

Commented [LR2R2]: I like Network

In the event of an emergency, the District may immediately discontinue service to avoid harm to or interference with its wholesale telecommunications operations or facilities, or the operations or facilities of third parties, and the District shall notify RSP of such disconnection as soon as reasonably practical.

I. COORDINATION OF ACTIVITIES

Both Parties to this Agreement shall keep each other apprised of activities that may affect the other's communication system. Prior to commencement of any work hereunder, the Parties will confer to schedule and coordinate the work to be performed.

J. LIMITATION OF LIABILITY, INDEMNITY, AND INSURANCE

As noted in Section G herein, the District does not guarantee uninterrupted availability. The District is not liable or responsible for content, errors in transmission, security and integrity of data or information, virus transmission, broadcast hacker attacks, or failure to establish connection. No liability shall attach to the District for failure of communication facilities, failure to have bandwidth capacity available or fiber cuts. No liability shall attach to the District for complying with federal and state law enforcement investigative efforts or discontinuing service as a result of unlawful or fraudulent activity.

Notwithstanding any other provision within this Agreement, or elsewhere, neither Party shall be liable to the other, nor shall the District be liable to the RSP's retail customers or affiliates, for any consequential, incidental, special, punitive, or indirect damages, including without limitation lost revenue, profits or other benefit, whether by tort, contract, or otherwise arising out of or in any way related to this Agreement or the District's performance, faulty performance or non-

performance, of any provision of this Agreement. Both Parties specifically and expressly agree, on behalf of itself and all its customers and affiliates, that the sole liability for any claim or demand arising out of this Agreement or the District's provision, faulty provision, or non-provision of services under this Agreement shall not exceed the monthly rate paid for such service under this Agreement, to the District by the RSP, within the 30-day period immediately preceding the event that gives rise to the claim or demand. Neither Party shall be responsible for force majeure events such as (but not limited to) acts of god; acts of nature; strikes; fire; war; riot; pandemics, acts of terrorism; and government actions.

The RSP shall indemnify, defend, and hold harmless the District from any physical injuries to people by the RSP, any damage to property by the RSP or any third-party claims, demands, actions, damages, liability, judgments, expenses, and costs (including attorneys' fees) arising from the RSP's use of service(s), or by reason of any breach or nonperformance of any covenant or obligation of the RSP herein, or the violation of any law or regulation by the RSP. The RSP's obligation to assume, protect, defend, indemnify, and save the district harmless shall extend to the District's, affiliates, subsidiaries, officers, directors, agents, and employees and shall continue for so long as any of the named indemnitees may be subjected to claims or suits calling for such obligations provided. The RSP may not enter into a settlement that imposes any obligation on the District or requires any admission by the district without the written approval of the district.

The district shall indemnify, defend, and hold harmless the RSP from any physical injuries to people by the District, damage to property by the district or any third-party claims, demands, actions, damages, liability, judgments, expenses, and costs (including attorneys' fees) arising from the district's provision of service(s), or by reason of any breach or nonperformance of any covenant or obligation of the district herein, or the violation of any law or regulation by the district. The District's obligation to assume, protect, defend, indemnify, and save the RSP harmless shall extend to the RSP's affiliates, subsidiaries, officers, directors, agents, and employees and shall continue for so long as any of the named indemnitees may be subjected to claims or suits calling for such obligations provided. The District may not enter into a settlement that imposes any obligation on the RSP or requires any admission by the RSP without the written approval of the RSP.

The District requires the RSP assert similar rights, protections, and limitations of liability for both the District and RSP in its internal policies and agreements with Retail Customers.

K. COMPLIANCE WITH LAW

Both the District and the RSP shall comply with all applicable federal, state, and

local laws, codes, rules, regulations, and all other obligations under law.

The District will cooperate with appropriate law enforcement and government agencies, or other parties involved in investigating claims of illegal or inappropriate activity. The District's broadband services may only be used for lawful purposes. RSP service may be disconnected to prevent fraudulent use by RSP or its retail customer, including lack of compliance with intellectual property rights and laws, or inappropriate content such as child pornography.

The RSP shall terminate retail customer's circuit service in the event RSP becomes aware of failure on the part of the retail customer to follow all applicable laws and regulations including, but not limited to, copyrights, trademarks, and material that is obscene, defamatory, or constitutes an illegal threat.

L. DEFAULT

The following shall constitute an event of default: (a) the RSP fails to pay any fee per the terms specified in the *Telecommunications Customer Service Policies of the Public Utility District of Jefferson County, Washington*. (b) a proceeding under bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against the RSP; (c) the RSP becomes insolvent or fails to generally pay its debts as they become due; (d) the RSP voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (e) the District fails to observe or perform any of its representations, warranties, and/or obligations with the RSP and fails to cure such breach within ten (10) days after written notice.

In the event of default by either Party, the non-defaulting Party shall have the right to exercise any or all of the following remedies: (a) terminate this Agreement by written notice; (b) proceed by court action to enforce performance of this Agreement; (c) exercise any other right or remedy available at law or in equity; and/or (d) disconnect broadband services and render any related communication equipment or infrastructure unusable and inoperable.

M. RIGHT OF ASSIGNMENT

The District rights and responsibilities under this Agreement may be assigned to another District owned system or any successor organization to the District at the sole discretion of the District. The District may assign rights under this Agreement to any other entity with approval of the RSP, which shall not be unreasonably withheld.

No assignment by RSP of this Agreement or any rights under this Agreement may be done without the written approval of the District, whose approval will not unreasonably be withheld.

N. MODIFICATION OF AGREEMENT

This Agreement may only be modified or amended by the Parties in writing; provided however, this section shall not be construed as limiting the ability of the District to change policies, fees, or charges in any manner.

O. DISPUTE RESOLUTION AND ATTORNEYS' FEES

The Parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith. In the event of a dispute, the Parties shall consult and exercise reasonable efforts to arrive at an amicable resolution. Failing that, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the substantially prevailing Party shall be entitled to reasonable attorneys' fees, costs, necessary disbursements, and reasonable expert witness fees, in addition to any other relief granted. If there is no substantially prevailing party, the Parties shall each bear their own attorneys' fees and costs.

P. JURISDICTION; VENUE

This Agreement shall be governed and interpreted under the laws of the State of Washington. Venue of any legal action shall be in Jefferson County, Washington.

Q. ENTIRE AGREEMENT AND SEVERABILITY

This instrument embodies the entire Agreement of the District and the RSP. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between District and the RSP regarding the services described herein.

If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, EXECUTED THIS _____ day of _____, _____.

By:

Kevin Streett, General Manager
Public Utility District of Jefferson County

IN WITNESS WHEREOF, EXECUTED THIS _____ day of _____, _____.

By: _____
Retail Service Provider

Exhibit A

CIRCUIT OPERATION AND SERVICE CONDITIONS

1. General Provisions for Installation

All work performed by the RSP, its contractors, or assignees, shall be done in accordance with applicable federal, state, and local codes. The RSP shall comply with all laws, rules, and regulations relating to fire prevention, control, and suppression, and all safety rules and regulations.

Any modification by the RSP to the District's ~~Network or NoaNet connection, communication infrastructure, or interface equipment~~ shall be performed only with the prior knowledge and written consent of the District.

Commented [W03]: Is there another term we can use (District Contractor)?

All work by the District or the RSP shall be done in a workmanlike manner and shall be maintained so as not to be hazardous to life or property. Damage to District facilities shall be repaired promptly without cost to the damaged party. The District shall be immediately notified of any such damage, and repairs shall be performed by the District under strict District supervision.

2. Equipment to be Installed

All equipment to be installed by the RSP shall be ~~FCC-type~~ approved, where applicable. However, any such FCC approval shall not relieve the RSP of responsibility to correct incompatibility or interference problems.

Commented [W04]: FCC approved? Meet applicable FCC guidelines?

Commented [LR5R5]: Once again, I like guideline

3. System Integrity

The RSP agrees to exercise care and caution to preserve the integrity and security of all operation systems, equipment, and facilities located on District or the RSP's business premises covered by this Agreement. The District has the right to limit the manner in which any portion of its network and facilities is used to protect the technical integrity of the network.

4. Facility Access Conditions

The RSP shall have no right of access to District property, equipment, or communications infrastructure other than as may be located on RSP's business premises. RSP personnel shall be granted access to District-owned equipment only as authorized by the District's technical contact as set forth in Exhibit B. When access shall be granted, RSP's employees shall utilize and retain possession of any keys to District-owned sites and shall not allow duplication or use by contractors or

others who are not direct employees of the RSP. The RSP shall provide an employee to remain with contractors or maintenance personnel engaged by the RSP for activities at District-owned sites.

The RSP shall ensure the District has full and unrestricted access to District-owned communications infrastructure located on the Retail Customer's premises and reasonable access to District-owned communications infrastructure located on RSP's premises.

5. Interconnectivity and Demarcation on Retail Customer Premises

The RSP's local loop access point shall be as mutually agreed for each circuit as specified in the *Telecommunications Customer Service Policies of the Public Utilities District of Jefferson County, Washington*.

The RSP or retail customer shall be responsible for all internal communications infrastructure necessary for their business operation. The point of demarcation on Retail Customer's business premises shall be the retail customer's input port on the terminal equipment installed by the District on such business premises. The RSP shall own the cable connecting into the port; the District shall own the terminal equipment and all communications infrastructure leading from the business premises site.

6. Trouble Reports

The District will be responsible for maintaining signal from the point signal is received by the District to the point that signal is returned to the RSP. Any testing beyond the District's equipment will be the responsibility of the RSP.

Exhibit B**CONTACTS**

The RSP and the District shall keep each other informed, in writing, of technical, business, and mailing contacts as required in the below listed table.

<u>Technical Contact</u>	<u>District</u>	<u>RSP</u>
Name	Jefferson PUD	
Location		
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
Daytime Phone	(360) 385-8358	
Fax Number		
Emergency Phone Number	(360) 316-1214	
E-mail	broadband@jeffpud.org	
<u>Notice Contact</u>		
Name	Jefferson PUD	
Attention	Lori Rae, Broadband Coordinator	
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
Daytime Phone	(360) 385-8358	
Fax Number		
Emergency Phone Number	(360) 316-1214	
<u>Billing Address</u>		
Name	Jefferson PUD	
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
SPIN#	N/A	
UBI#	N/A	
TIN#	N/A	
24 X 7 Technical Contact Phone # (District Ability to Contact Provider)	N/A	
24 X 7 Customer Contact Phone # (Customer Ability to Contact Provider)	NoaNet Network Operations Center (NOC) - 866.662.6380	N/A
Liability Insurance Carrier	Public Utility Risk Management Systems (800) 562-5226	

PUBLIC UTILITY DISTRICT OF JEFFERSON COUNTY

WHOLESALE TELECOMMUNICATIONS SERVICES AGREEMENT

In accordance with Washington State RCW 54.16.330, the Parties named herein hereby enter into this Agreement for Wholesale Residential Telecommunications Services (the “Agreement”) made this _____ day of __, __, between Public Utility District No. 1 of Jefferson County, a municipal corporation under the laws of the State of Washington and having its principal place of business in Port Townsend, Washington and _____, a telecommunications and/or Internet access company that wants to provide services in Jefferson County, Washington.

A. DEFINITIONS

“Network” means the District’s telecommunication facilities used to provide open access broadband services to the District and its customers. The Network provides wholesale telecommunication services as authorized by the laws of Washington State.

“District” means Public Utility District No. 1 of Jefferson County, Washington.

“Open Access” is defined in Section G of this Agreement.

“Party or Parties” means the District, Retail Service Provider, or both.

“Retail Customer” means the person or business purchasing telecommunication services from the RSP.

“Retail Service Provider (RSP)” means the signatory to this Agreement with the District, which entity represents it is authorized to provide retail telecommunication services and to which the District is authorized to provide wholesale telecommunication services.

B. ELIGIBILITY

The District will provide available wholesale telecommunication services to qualified Retail Service Providers (RSPs) under an open access arrangement. To qualify as eligible to provide services on the District’s Network, the RSP represents to the District the following:

1. The RSP represents that it has the ability to install and provision consumer services including, but not limited to, compliance with all applicable laws and regulations, such as certified telecommunications administrator or low voltage licenses, or as otherwise required by local, state or federal laws and regulations.
2. The RSP will make available to the District current and up to date contact information for the purpose of providing technical customer support.
3. The RSP represents that it can currently provide or will provide prior to its use of the Network, a statement of intent to operate as a telecommunications provider or Internet Service Provider (ISP) and will meet the requirements of the District to resell District telecommunication services.
4. The RSP agrees to comply with the terms and conditions specified in the *Telecommunications Customer Service Policies of the Public Utility District of Jefferson County, Washington*, as they currently exist or as amended in the future.
5. The RSP further warrants to the District that it has the authority to enter into this Agreement. RSP further warrants that it is duly licensed, has secured all necessary permits and licenses, and is fully qualified to provide telecommunications services in compliance with all terms and conditions of this Agreement and all laws of the state of Washington.
6. The RSP warrants that it is purchasing wholesale products from the District and that the RSP will satisfy any State or Federal Universal Service Fund obligations and pay any applicable sales or other taxes that might be applied to its retail service.
7. RSP represents that in providing services it acts as an independent contractor.
8. In all activities contemplated by the Agreement, the RSP shall perform in a good and competent manner, consistent with sound and generally accepted business practice.

C. TERM

The Agreement will continue in full force until such time either Party provides thirty (30) days written notice of termination, or default occurs by either Party.

Upon termination of this Agreement, all rights of RSP and their Retail Customers for services or broadband capacity cease and the District has no further obligations to furnish such service or capacity to the RSP. Subject to Section G constraints, the District has the absolute right to cease to provide wholesale telecommunications services to the RSP and/or disconnect any existing services and/or refuse to provide any future services or reconnection.

The Parties agree that continued service to the Retail Customer is highly desirable. In the event of termination of this Agreement, for any reason, the RSP shall immediately notify all affected Retail Customers of the final service date and any options available to the Retail Customer for continued service. The District shall

also have a right, but not obligation, to notify any affected Retail Customers similarly.

D. LEASING OF FIBER LOOPS

The District hereby agrees to provide RSP access to the District's fiber network, through the lease of local fiber loops to provide any broadband circuits requested by RSP, whether intended for internal use of the RSP or with the intent to resell to retail customers, provided such capacity is then reasonably available on the District's network, in the District's discretion. The District has no obligation to provide dark fiber to the RSP, or any other party.

The RSP's right to access and use District network does not authorize and shall not be construed to authorize the RSP to have exclusive use of the District's network capacity.

Terms related the installation of customers are set forth in Exhibit A to the Agreement.

E. FINANCES

Current charges and fees are as set forth in the District's Broadband Rate Schedule. Such pricing shall change at the District's discretion.

Should the RSP be required to quote a set fee for a certain contractual term to a Retail Customer, the RSP may request, and District shall provide, in written form, a fixed fee which the District shall honor for the projected duration of that circuit or product offering, subject to default termination provisions.

Each Party shall be responsible for its own federal, state, and local taxes, assessments, fees, surcharges, and other financial impositions. Notwithstanding the foregoing, RSP agrees that if there is any tax payable by it, but which is to be collected by the District which the District does not collect for any reason, upon assessment thereof by the applicable taxing agency, and demand by the District, the RSP shall immediately remit the same to the District, even if such assessment arises after the termination of the Agreement.

F. FACILITIES AND OWNERSHIP

The District will provide access to network infrastructure at various locations within Jefferson Counties.

Ownership of preexisting lines and telecommunications infrastructure shall not change as a result of this Agreement.

G. OPEN ACCESS SYSTEM

The District agrees to maintain an open access system. Rates, terms, and conditions for wholesale broadband services shall not be unduly or unreasonably discriminatory or preferential. The District shall establish rates and policies for access to the District's wholesale broadband infrastructure and shall apply those fees, terms, and conditions to all authorized RSPs as well as itself. Nothing in this section shall limit the District's ability to terminate this Agreement for any other reason, including but not limited to, termination rights as provided in Sections C and L.

H. SERVICE

The District and the RSP shall act professionally in all aspects of this business relationship. Neither shall make statements damaging to the credibility of the other party. Both shall strive to deliver high quality and professional service to the retail customer.

The District shall be responsible for all circuit operation over the District network. The RSP shall be responsible for all circuit operation outside the District network. The RSP agrees it shall not directly or indirectly interfere in any manner with District operations or facilities and that it shall not alter, maintain, or repair the District's broadband infrastructure without the written consent of the District.

The RSP shall be responsible for all Retail Customer service activities, including communications with Retail Customer on outages, service quality issues, and all technical needs or concerns of the retail customer.

Because the RSP is responsible for its retail customers, the District wishes to avoid direct correspondence, verbal or written, from the retail customer regarding the services provided by the RSP through this Agreement. Any such contact will be immediately passed on to the RSP. On request of the District, the RSP will notify the retail customer of the parties' desired flow of communication.

The RSP shall accept credit risk of the retail customer and shall not pass that risk onto the District. The District shall accept credit risk of the RSP and shall not look to the retail customer for satisfaction of any amounts owed by the RSP.

The District does not guarantee uninterrupted availability. The District shall not be liable to the RSP or any other person, for any failure, whether temporary or permanent, to provide uninterrupted telecommunications services.

In the event it is necessary (in the sole discretion of the District) to temporarily

suspend the availability of bandwidth capacity for the purpose of preventive maintenance, repairs, or improvements to the District communication system, the District shall have the right to do so, but shall use best efforts to give appropriate advance notice.

Following unscheduled failures in the District's Network, the District will make needed repairs to restore capacity with diligence and complete such repairs as soon as is reasonable and practical.

In the event of an emergency, the District may immediately discontinue service to avoid harm to or interference with its wholesale telecommunications operations or facilities, or the operations or facilities of third parties, and the District shall notify RSP of such disconnection as soon as reasonably practical.

I. COORDINATION OF ACTIVITIES

Both Parties to this Agreement shall keep each other apprised of activities that may affect the other's communication system. Prior to commencement of any work hereunder, the Parties will confer to schedule and coordinate the work to be performed.

J. LIMITATION OF LIABILITY, INDEMNITY, AND INSURANCE

As noted in Section G herein, the District does not guarantee uninterrupted availability. The District is not liable or responsible for content, errors in transmission, security and integrity of data or information, virus transmission, broadcast hacker attacks, or failure to establish connection. No liability shall attach to the District for failure of communication facilities, failure to have bandwidth capacity available or fiber cuts. No liability shall attach to the District for complying with federal and state law enforcement investigative efforts or discontinuing service as a result of unlawful or fraudulent activity.

Notwithstanding any other provision within this Agreement, or elsewhere, neither Party shall be liable to the other, nor shall the District be liable to the RSP's retail customers or affiliates, for any consequential, incidental, special, punitive, or indirect damages, including without limitation lost revenue, profits or other benefit, whether by tort, contract, or otherwise arising out of or in any way related to this Agreement or the District's performance, faulty performance or non-performance, of any provision of this Agreement. Both Parties specifically and expressly agree, on behalf of itself and all its customers and affiliates, that the sole liability for any claim or demand arising out of this Agreement or the District's provision, faulty provision, or non-provision of services under this Agreement shall not exceed the monthly rate paid for such service under this Agreement, to the District by the RSP, within the 30-day period immediately preceding the event that

gives rise to the claim or demand. Neither Party shall be responsible for force majeure events such as (but not limited to) acts of god; acts of nature; strikes; fire; war; riot; pandemics, acts of terrorism; and government actions.

The RSP shall indemnify, defend, and hold harmless the District from any physical injuries to people by the RSP, any damage to property by the RSP or any third-party claims, demands, actions, damages, liability, judgments, expenses, and costs (including attorneys' fees) arising from the RSP's use of service(s), or by reason of any breach or nonperformance of any covenant or obligation of the RSP herein, or the violation of any law or regulation by the RSP. The RSP's obligation to assume, protect, defend, indemnify, and save the district harmless shall extend to the District's, affiliates, subsidiaries, officers, directors, agents, and employees and shall continue for so long as any of the named indemnitees may be subjected to claims or suits calling for such obligations provided. The RSP may not enter into a settlement that imposes any obligation on the District or requires any admission by the district without the written approval of the district.

The district shall indemnify, defend, and hold harmless the RSP from any physical injuries to people by the District, damage to property by the district or any third-party claims, demands, actions, damages, liability, judgments, expenses, and costs (including attorneys' fees) arising from the district's provision of service(s), or by reason of any breach or nonperformance of any covenant or obligation of the district herein, or the violation of any law or regulation by the district. The District's obligation to assume, protect, defend, indemnify, and save the RSP harmless shall extend to the RSP's affiliates, subsidiaries, officers, directors, agents, and employees and shall continue for so long as any of the named indemnitees may be subjected to claims or suits calling for such obligations provided. The District may not enter into a settlement that imposes any obligation on the RSP or requires any admission by the RSP without the written approval of the RSP.

The District requires the RSP assert similar rights, protections, and limitations of liability for both the District and RSP in its internal policies and agreements with Retail Customers.

K. COMPLIANCE WITH LAW

Both the District and the RSP shall comply with all applicable federal, state, and local laws, codes, rules, regulations, and all other obligations under law.

The District will cooperate with appropriate law enforcement and government agencies, or other parties involved in investigating claims of illegal or inappropriate activity. The District's broadband services may only be used for lawful purposes. RSP service may be disconnected to prevent fraudulent use by

RSP or its retail customer, including lack of compliance with intellectual property rights and laws, or inappropriate content such as child pornography.

The RSP shall terminate retail customer's circuit service in the event RSP becomes aware of failure on the part of the retail customer to follow all applicable laws and regulations including, but not limited to, copyrights, trademarks, and material that is obscene, defamatory, or constitutes an illegal threat.

L DEFAULT

The following shall constitute an event of default: (a) the RSP fails to pay any fee per the terms specified in the *Telecommunications Customer Service Policies of the Public Utility District of Jefferson County, Washington*. (b) a proceeding under bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against the RSP; (c) the RSP becomes insolvent or fails to generally pay its debts as they become due; (d) the RSP voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (e) the District fails to observe or perform any of its representations, warranties, and/or obligations with the RSP and fails to cure such breach within ten (10) days after written notice.

In the event of default by either Party, the non-defaulting Party shall have the right to exercise any or all of the following remedies: (a) terminate this Agreement by written notice; (b) proceed by court action to enforce performance of this Agreement; (c) exercise any other right or remedy available at law or in equity; and/or (d) disconnect broadband services and render any related communication equipment or infrastructure unusable and inoperable.

M. RIGHT OF ASSIGNMENT

The District rights and responsibilities under this Agreement may be assigned to another District owned system or any successor organization to the District at the sole discretion of the District. The District may assign rights under this Agreement to any other entity with approval of the RSP, which shall not be unreasonably withheld.

No assignment by RSP of this Agreement or any rights under this Agreement may be done without the written approval of the District, whose approval will not unreasonably be withheld.

N. MODIFICATION OF AGREEMENT

This Agreement may only be modified or amended by the Parties in writing; provided however, this section shall not be construed as limiting the ability of the District to change policies, fees, or charges in any manner.

O. DISPUTE RESOLUTION AND ATTORNEYS' FEES

The Parties shall execute their rights and discharge their duties as set forth in this Agreement in good faith. In the event of a dispute, the Parties shall consult and exercise reasonable efforts to arrive at an amicable resolution. Failing that, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the substantially prevailing Party shall be entitled to reasonable attorneys' fees, costs, necessary disbursements, and reasonable expert witness fees, in addition to any other relief granted. If there is no substantially prevailing party, the Parties shall each bear their own attorneys' fees and costs.

P. JURISDICTION; VENUE

This Agreement shall be governed and interpreted under the laws of the State of Washington. Venue of any legal action shall be in Jefferson County, Washington.

Q. ENTIRE AGREEMENT AND SEVERABILITY

This instrument embodies the entire Agreement of the District and the RSP. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between District and the RSP regarding the services described herein.

If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, EXECUTED THIS _____ day of _____, _____.

By: _____
General Manager
Public Utility District of Jefferson County

IN WITNESS WHEREOF, EXECUTED THIS _____ day of _____, _____.

By: _____
Retail Service Provider

Exhibit A

CIRCUIT OPERATION AND SERVICE CONDITIONS

1. General Provisions for Installation

All work performed by the RSP, its contractors, or assignees, shall be done in accordance with applicable federal, state, and local codes. The RSP shall comply with all laws, rules, and regulations relating to fire prevention, control, and suppression, and all safety rules and regulations.

Any modification by the RSP to the District's Network shall be performed only with the prior knowledge and written consent of the District.

All work by the District or the RSP shall be done in a workmanlike manner and shall be maintained so as not to be hazardous to life or property. Damage to District facilities shall be repaired promptly without cost to the damaged party. The District shall be immediately notified of any such damage, and repairs shall be performed by the District or under strict District supervision.

2. Equipment to be Installed

All equipment to be installed by the RSP shall be FCC guidelines, where applicable. However, any such FCC approval shall not relieve the RSP of responsibility to correct incompatibility or interference problems.

3. System Integrity

The RSP agrees to exercise care and caution to preserve the integrity and security of all operation systems, equipment, and facilities located on District or the RSP's business premises covered by this Agreement. The District has the right to limit the manner in which any portion of its network and facilities is used to protect the technical integrity of the network.

4. Facility Access Conditions

The RSP shall have no right of access to District property, equipment, or communications infrastructure other than as may be located on RSP's business premises. RSP personnel shall be granted access to District-owned equipment only as authorized by the District's technical contact as set forth in Exhibit B. When access shall be granted, RSP's employees shall utilize and retain possession of any keys to District-owned sites and shall not allow duplication or use by contractors or others who are not direct employees of the RSP. The RSP shall provide an employee

to remain with contractors or maintenance personnel engaged by the RSP for activities at District-owned sites.

The RSP shall ensure the District has full and unrestricted access to District-owned communications infrastructure located on the Retail Customer's premises and reasonable access to District-owned communications infrastructure located on RSP's premises.

5. Interconnectivity and Demarcation on Retail Customer Premises

The RSP's local loop access point shall be as mutually agreed for each circuit as specified in the *Telecommunications Customer Service Policies of the Public Utilities District of Jefferson County, Washington*.

The RSP or retail customer shall be responsible for all internal communications infrastructure necessary for their business operation. The point of demarcation on Retail Customer's business premises shall be the retail customer's input port on the terminal equipment installed by the District on such business premises. The RSP shall own the cable connecting into the port; the District shall own the terminal equipment and all communications infrastructure leading from the business premises site.

6. Trouble Reports

The District will be responsible for maintaining signal from the point signal is received by the District to the point that signal is returned to the RSP. Any testing beyond the District's equipment will be the responsibility of the RSP.

Exhibit B

CONTACTS

The RSP and the District shall keep each other informed, in writing, of technical, business, and mailing contacts as required in the below listed table.

<u>Technical Contact</u>	<u>District</u>	<u>RSP</u>
Name	Jefferson PUD	
Location		
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
Daytime Phone	(360) 385-8358	
Fax Number		
Emergency Phone Number	(360) 316-1214	
E-mail	broadband@jeffpud.org	
<u>Notice Contact</u>		
Name	Jefferson PUD	
Attention	Lori Rae, Broadband Coordinator	
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
Daytime Phone	(360) 385-8358	
Fax Number		
Emergency Phone Number	(360) 316-1214	
<u>Billing Address</u>		
Name	Jefferson PUD	
Address	310 Four Corners Rd	
City, State & Zip	Port Townsend WA 98368	
SPIN#	N/A	
UBI#	N/A	
TIN#	N/A	
24 X 7 Technical Contact Phone # (District Ability to Contact Provider)	N/A	
24 X 7 Customer Contact Phone # (Customer Ability to Contact Provider)	NoaNet Network Operations Center (NOC) - 866.662.6380	N/A
Liability Insurance Carrier	Public Utility Risk Management Systems (800) 562-5226	



AGENDA REPORT

DATE: 11/16/2021
TO: Board of Commissioners
FROM: Kevin Streett
RE: ILA w/ Mason PUD 1

BACKGROUND: Mason PUD 1 and Jefferson PUD are both engaged in the business of distributing electricity, but Mason PUD 1 serves electricity to customers from the Mason/Jefferson County line up to Mount Walker, per interlocal agreement. Mason PUD 1 has secured a CERB grant from the Washington State Department of Commerce to construct and operate a 3.7 mile section of broadband along Highway 101 from approximately the location of Mike's Beach Resort on U.S. Hwy 101 in Mason County to Forest Drive in Jefferson County.

ANALYSIS/FINDINGS: As Jefferson PUD has no current plans to provide wholesale telecommunications services utilizing fiber optics to the area of Forrest Drive in Brinnon, it is in the best interests of the residents and businesses to facilitate Mason PUD 1's construction, ownership and operation of wholesale telecommunications services within the boundaries of Jefferson PUD for this specific CERB project. By approving this ILA, Jefferson PUD authorizes and approves Mason PUD 1 to construct, own, manage and operate such telecommunications services in Jefferson County.

FISCAL IMPACT: n/a

RECOMMENDATION: Approve a motion authorizing General Manager Kevin Street to sign the Interlocal Agreement with Mason PUD 1.

Agreement Regarding Telecommunications Service

This Agreement Regarding Fiber Optic Service (“Contract”) is date this day of 2021, and is made by and between Public Utility District No. 1 of Mason County, Washington (Mason PUD 1) and Public Utility District No. 1 of Jefferson County, Washington (Jefferson PUD).

RECITALS:

- A. Mason PUD 1 and Jefferson PUD are municipal corporations organized and operating under Title 54 Revised Code of Washington (RCW);
- B. The boundaries of Mason PUD 1 are within Mason County, Washington and Jefferson PUD are within Washington;
- C. Mason PUD 1 and Jefferson PUD are both engaged in the business of distributing electricity, but Mason PUD 1 serves electricity to customers from the Mason/Jefferson County line up to Mount Walker, per interlocal agreement (INSERT DATE);
- D. RCW 54.16.330 authorizes either district to “construct, purchase, acquire, develop, finance, lease, license, handle, add to, contract for, interconnect, alter, improve, repair, operate and maintain any telecommunications facilities within or without the district’s limits...”;
- E. RCW 54.16.090 authorizes Mason PUD 1 and Jefferson PUD to enter into any contract or agreement for carrying out any of the powers authorized by Title 54 RCW;
- F. RCW 54.16.200 authorizes Mason PUD 1 and Jefferson PUD to exercise jointly all powers granted to each individual district;
- G. PUD 1 has secured a CERB grant from the Washington State Department of Commerce to construct and operate a 3.7 mile section of broadband along Highway 101 from approximately the location of Mike’s Beach Resort on U.S. Hwy 101 in Mason County to Forest Drive in Jefferson County;
- H. Jefferson PUD has no current plans to provide wholesale telecommunications services utilizing fiber optics to the area of Forrest Drive in Brinnon. Jefferson PUD has therefore determined that it is in the best interests of the residents and businesses to facilitate Mason PUD 1’s construction, ownership and operation of wholesale telecommunications services within the boundaries of Jefferson PUD for this specific CERB project. Jefferson PUD therefore authorizes and approves Mason PUD 1 to construct, own, manage and operate such telecommunications services in accordance with this Contract.
- I. Mason PUD 1 and Jefferson PUD have determined that the acts authorized in this Contract are necessary for economic development and enhanced telecommunications within the boundaries of Jefferson PUD.

- J. Chapter 39.34 RCS authorizes the districts to enter into interlocal governmental agreements between one another and become enforceable upon being recorded at the Mason County Auditor's Office.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided the parties agree as follows:

1. Jefferson PUD hereby consents, approves, authorizes and acquiesces in Mason PUD 1's construction, ownership, operation, management, repair, maintenance and/or expansion of telecommunications services located within the boundaries of Jefferson PUD for the purposes of the CERB-funded "Hood Canal-101 Broadband Project". Mason PUD 1 shall determine in the sole discretion the terms under which it will provide services, if at all.

23. This Contract shall terminate six months after one party gives the other party written notice of its intent to terminate. Termination of this Contract, however, shall not affect any right or ability then established by Mason PUD 1 in any telecommunications services, and Mason PUD 1 shall continue to own, operate, manage, repair, maintain, or expand any such service. Thus, the termination of this Contract merely prevents Mason PUD 1 from entering into new arrangements with third parties (from and after the termination date) for the ownership and/or operation of telecommunications services within Jefferson PUD to the extent that the approval of Jefferson PUD would be required before Mason PUD 1 could lawfully enter into such arrangements. This Contract shall terminate on the date that is 25 years after the date first written above, unless earlier terminated in accordance with this Contract.

34. Nothing in this Contract is intended nor shall it be construed to create any rights in third parties.

45. Each Party shall either file or post this Agreement in compliance with RCW 39.34.040

5. Mason PUD 1 shall indemnify, defend and hold harmless Jefferson PUD from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments including, without limitation, reasonable attorney's fees, arising out of or in any way connected with Mason PUD 1, its agents', employees' or officers' performance under this Agreement, except to the extent that such damage or injury is caused by or the result of Jefferson PUD's negligence or intentional misconduct.

Jefferson PUD shall indemnify, defend and hold harmless Mason PUD 1 from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments including, without limitation, reasonable attorney's fees, arising out of or in any way connected with Jefferson PUD, its agents', employees' or officers' performance under this Agreement, except to the extent that such damage or injury is caused by or the result of the Mason PUD 1's negligence or intentional misconduct.

6. The relationship between Mason PUD 1 and Jefferson PUD is that of independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between Mason PUD 1 and Jefferson PUD.

7. Neither party shall assign, sublease, transfer or convey (i) this Agreement or any interest therein, or (ii) any interest in or portion of the Mason PUD 1 and Jefferson PUD facilities without the prior written consent of the other party, which consent shall be in such party's sole discretion.

8. If any suit or action is instituted or prosecuted to interpret or enforce any provision of this Agreement, the prevailing party in such suit or action shall be entitled to recover from the other party costs, expenses and reasonable attorney fees incurred by such prevailing party in connection with such suit or action, in addition to all other sums allowed by law (subject to the limitations herein), both at trial and on appeal.

9. This Agreement may not be changed orally, but only by an agreement in writing signed by Mason PUD 1 and Jefferson PUD. Any waiver of any term or condition of this Agreement shall not operate as a waiver of any other such term or condition or as any continuing waiver, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

10. This Agreement, constitutes the entire agreement between Mason PUD 1 and Jefferson PUD. It supersedes all prior and contemporaneous communications, representations or agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the party sought to be bound thereby

11. The venue of any litigation between the parties relating to this Agreement shall be the Superior Court of Jefferson County, Washington.

PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY, WASHINGTON

By_____ Its_____

PUBLIC UTILITY DISTRICT NO. 1 OF JEFFERSON COUNTY, WASHINGTON

By_____ Its_____
Kevin Streett General Manager



Board of Commissioners:

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

Kevin Streett, General Manager

November 2, 2021

SUBJECT: PUD #1 Board of Commissioners Regular Meetings Schedule

1. The purpose of this memo is to provide PUD#1 of Jefferson County's Board of Commissioners (BOC) regular meetings schedule for Calendar Year 2022.
2. The PUD BOC regular board meetings are on the 1st and 3rd Tuesday of each month, with the exceptions of October and December and those months with holidays that fall on a Tuesday. In October, the regular meeting is moved to the first Monday of the month to coincide with the Budget Hearing. In December there is a single Board meeting.
3. Unless otherwise advertised all regular meetings will be held remotely via Zoom and will be eventually held per hybrid at 310 Four Corners Road, Port Townsend, WA when approved by the Governor. All regular meetings will begin at 4:00 pm and will run until adjourned by the President of the Board.
4. 2022 Schedule:

January	4th	and	18th
February	1st	and	15th
March	1st	and	15th
April	5th	and	19th
May	3rd	and	17th
June	7th	and	21st
July	5th	and	19th
August	2nd	and	16 th
September	6th	and	20th
October	3 rd *	and	18 th
November	1st	and	15th
December	13 th	(2 nd Tuesday)	

5. PUD observes the following holidays: New Year's Day, Martin Luther King Day, President Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Day after Thanksgiving, and Christmas Day.

**October 3rd is first Monday, Budget Hearing*



AGENDA REPORT

DATE: 11/16/2021
TO: Board of Commissioners
FROM: Kevin Streett
RE: Gateway Project PIF Grant agreement

BACKGROUND: The Sims Way Gateway Plan Implementation and Boat Yard Expansion Project will address safety and reliability issues with the main power transmission lines feeding Port Townsend, implement the City's Gateway Development Plan and expand the boat yard along Sims Way to provide additional work space to support marine trades jobs in Jefferson County. This project is a collaboration between the PUD, the Port, and the City of Port Townsend.

ANALYSIS/FINDINGS: The Port, PUD, and City applied to the Jefferson County Public Infrastructure Board for \$1M to complete the project. The PIF board voted to recommend the request and the BOCC has accepted the recommendation. Work is scheduled to begin in June 2022 and will be completed in 2023. A town hall meeting to discuss the project with the public was held on Nov 9, 2021.

FISCAL IMPACT: PIF Grant Award: \$1M. Total Project Cost: \$1.97M. PUD Cost Share: \$350K.

RECOMMENDATION: Approve a motion authorizing the General Manager to sign the PIF Grant Agreement with Jefferson County.

PIF Grant Agreement – Sims Way Gateway Plan Implementation and Boat Yard Expansion

Grant Agreement by and Between

**Jefferson County
and
Port of Port Townsend, Jefferson County Public Utility District #1 and the City of Port
Townsend (Grantees)**

**For Public Infrastructure Project Funding
Sims Way Gateway and Boatyard Expansion**

WHEREAS, RCW 82.14.370 authorizes a sales and use tax to provide funding of public infrastructure projects; and

WHEREAS, pursuant to RCW 82.14.370, Jefferson County has established the Public Infrastructure Fund and a program for its administration as codified in Jefferson County Code Chapters 3.28 and 3.36; and

WHEREAS, the Sims Way Gateway Plan Implementation and Boat Yard Expansion Project will address safety and reliability issues with the main power transmission lines feeding Port Townsend, implement the City's Gateway Development Plan and expand the boat yard along Sims Way to provide additional work space to support marine trades jobs in Jefferson County. This project is important to the economic development of Jefferson County; and

WHEREAS, on November 2, 2021, the Public Infrastructure Fund Board recommended that the County approve a 100% grant to the Sims Way Gateway Plan Implementation and Boat Yard Expansion Project in the amount of \$1,000,000; and

WHEREAS, on November 158, 2021 the Jefferson County Board of Commissioners approved the Public Infrastructure Board's recommendation:

NOW, THEREFORE, Jefferson County, a political subdivision of the State of Washington, (County), and the Grantees, in consideration of the mutual benefits, terms, and conditions hereinafter specified, do hereby agree as follows:

- 1. Grant Commitment. A 100% grant of Public Infrastructure Funds is hereby made to the Grantees for Sims Way Gateway Plan Implementation and Boat Yard Expansion Project. The approved maximum amount of the grant shall be \$1,000,000. The grant (\$1,000,000) shall be available based on submission of appropriate invoices pursuant to Section 3.**

2. Project Description, Schedule and Budget. The Sims Way Gateway Plan Implementation and Boat Yard Expansion Project will address safety and reliability issues with the main power transmission lines feeding Port Townsend, assist in implementing the City's Gateway Development Plan and expand the boat yard along Sims Way ~~hereby to provide~~ inge additional work space to support marine trades jobs in Jefferson County.

To achieve these objectives, the project will remove the Lombardy Poplars along Sims Way, underground the power transmission lines on the south side of Sims Way, expand the boat yard to the Port's property line including electrical distribution and lighting, construct a pedestrian sidewalk on the south side of Sims Way, replant trees on the Sims Way corridor (with irrigation on the south side), and fence the boat yard with an aesthetically pleasing design.

The project begins ~~in the summer of 2022~~ late 2021 and shall be completed ~~during~~ theno later than December 31, 2023.

The grant funds \$1,000,000 of the project's total cost of \$1,970,000 ~~., with funds to be allocated among the Grantees as described in the funding request submitted to the PIF Board (Port - \$450,000; PUD - \$350,000; City \$200,000).~~

3. Payment. Expenses incurred by the project's consultants, contractors, suppliers, or Grantees' staff for ~~the~~ work performed on the Sims Way Gateway Plan Implementation and Boat Yard Expansion Project, as described herein, ~~by the project's consultants, contractors, suppliers, or Grantees staff~~ shall be submitted to the PIF Administrator by the Grantees using a detailed invoice. The Port of Port Townsend ~~has volunteered to be~~ is the point of contact for invoices and subsequent reimbursement ~~requestss~~ to simplify grant administration for the County and will make those requests consistent with the project budget allocation provided by the Grantees in the PIF Grant application.

Each detailed invoice shall show individual items followed by the total amount incurred and the amount eligible for reimbursement under this grant as well as the payee(s) (i.e., City, Port or PUD) for that particular reimbursement request. Grantees may submit such invoices to the County once per month during the course of the project for work completed. All invoices shall be submitted no later than 30 days after project completion.

The PIF Administrator shall review and approve payment invoices. Payments will be limited to the monies that are available under the grant as described in Section 1. Such invoices, once approved, will be paid using the County's normal bill paying process and cycle.

4. **Compliance with Laws.** Grantees shall, in completing its project under this Grant Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations, applicable to the work to be completed under this Grant Agreement.
5. **Legal and Regulatory Compliance.** While performing under this Agreement, Grantees, subcontractors, and their employees are required to comply with all applicable local, state and federal laws, codes, ordinances, and regulations, including but not limited to:
 - a. Applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations; and,
 - b. State and Federal Anti-Discrimination Laws.
6. **Termination**
 - c. **Termination by the County.**
 - i. Should the Grantees default in providing services under this Agreement or materially breach any of its provisions, the County may terminate this Agreement upon ten (10) days written notice to Grantees.
 - ii. Grantees shall have the right and opportunity to cure any such material breach within the ten (10) day period.
 - iii. The County may terminate this Agreement upon immediate notice to the Grantees in the event that the funding for the project ceases or is reduced in amount. Grantees will be reimbursed for services expended up to the date of termination.
 - d. **Termination by Grantees.**
 - i. Should the County, its staff, employees, agents and/or representatives default in the performance of this Agreement or materially breach any of its provisions, Grantees, at their option, may terminate this Agreement by giving ten (10) days written notice to the County representative.

- ii. The County shall have the right and opportunity to cure any such material breach within the ten (10) day period.
- e. Termination Without Cause. This Agreement may be terminated without cause at any time by either party subject to a sixty (60) day advance written notice of such termination to the other party.
7. No Harassment or Discrimination. Grantees and any contractors/subcontractors will not discriminate against any person in the performance of work under this agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, unless based upon a bonafide occupational qualification.
8. Contract Expiration. This contract shall run until the project is complete and until the County has made all payments required under this Grant Agreement, except that the project must be completed no later than December 31, 2023~~9~~, unless extended by mutual agreement.
9. Failure to Appropriate. Grantees acknowledge that the County may only appropriate monies for this grant in the current year and in a manner consistent with Paragraph 1 above. The County agrees to appropriate monies to fund this grant unless emergency circumstances prevent the County from doing so. Any monies to be paid by the County to the Grantees for this grant are subject to appropriation by the County Commission.
10. Integrated Agreement. This Grant Agreement represents the entire and integrated agreement between the County and the Grantees and supersedes all prior negotiations, representations, or agreements written or oral.
11. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all parties.
12. No Assignment. Grantees shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
13. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any

extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

14. No Third-party Beneficiaries; Relationship of the Parties. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party. No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees.

14.15.

16. Controlling Law. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

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

mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.

15.18.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

PIF Grant Agreement – Sims Way Gateway Plan Implementation and Boat Yard Expansion

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this _____ day of _____, 2021.

**Jefferson County
Board of Commissioners**

Kate Dean, Chair

Date

Port of Port Townsend

Eron Berg, Director

Date

ATTEST:

Carolyn Galloway

Date

City of Port Townsend

John Mauro, City Manager

Date

Clerk of the Board

Public Utility District #1

APPROVED AS TO FORM:

Kevin Streett, General Manager

Date

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney



AGENDA REPORT

DATE: 11/16/21
TO: Board of Commissioners
FROM: Kevin Streett
RE: ICG Joint Resolution

BACKGROUND: The Intergovernmental Coordinating Group (ICG) consists of the City of Port Townsend, Jefferson County, Port of Port Townsend and Jefferson County PUD No. 1. The ICG was formed in 2020 to address the impact of the COVID-19 pandemic and its related shutdowns on Jefferson County. Over the course of that year the ICG worked with stakeholders to develop A COVID-19 Recovery & Resiliency Plan. The ICG continued that work through 2021 with a focus on an economic development framework.

ANALYSIS/FINDINGS: The executive staff members of the four governmental entities believe the experience of participating in the ICG was positive and demonstrated broad value. They are proposing the entities maintain a formal process of intergovernmental collaboration to address significant issues of mutual interest in 2022 and have proposed the following dates for ICG Regular meetings:

- February 17, 2022
- May 19, 2022
- September 15, 2022
- November 17, 2022

Special Meetings may also be scheduled.

FISCAL IMPACT: n/a

RECOMMENDATION: Approve the Joint Resolution Of Jefferson County, The City Of Port Townsend, The Port Of Port Townsend And Jefferson County Public Utility District No. 1, Establishing A Multi-Governmental Process For Collaborating On Issues Of Mutual Importance.



Jefferson County Resolution No. ____-21

City of Port Townsend Resolution No. 21-____

Port of Port Townsend Resolution No. 7__-21

Jefferson County Public Utility District Resolution No. 2021-____

A JOINT RESOLUTION OF JEFFERSON COUNTY, THE CITY OF PORT TOWNSEND, THE PORT OF PORT TOWNSEND AND JEFFERSON COUNTY PUBLIC UTILITY DISTRICT No. 1, ESTABLISHING A MULTI-GOVERNMENTAL PROCESS FOR COLLABORATING ON ISSUES OF MUTUAL IMPORTANCE

WHEREAS, the community of Jefferson County faces a myriad of issues that are interrelated and broadly involve community organizations, individuals, businesses, non-profits and governmental entities; and

WHEREAS, Jefferson County is a political subdivision of the State of Washington formed in 1852 to provide general purpose governmental services throughout Jefferson County; and

WHEREAS, the City of Port Townsend is a code city, incorporated in 1860, to provide general purpose governmental services within the city's limits; and

WHEREAS, the Port of Port Townsend is a countywide special purpose district formed in 1924 to own and operate facilities including maritime, aviation, commercial and industrial facilities and is specifically charged with a mission of broad economic development throughout Jefferson County; and

WHEREAS, Jefferson County Public Utility District No. 1 is a countywide special purpose district formed in 1939 to restore ownership of key public utilities to the people and currently owns and operates water, sewer, electric and fiber optic utilities; and

WHEREAS, the four entities have broad authority under state law to collaborate, including under RCW 39.34; and

WHEREAS, the four entities joined forces to work together with the community in 2020 to develop a COVID-19 Recovery & Resiliency Plan and continued that work through 2021 with a focus on an economic development framework; and

WHEREAS, that experience was positive and demonstrated broad value in providing a regularly scheduled opportunity for the four entities' governing bodies to meet collectively for the purpose of collaborating; and

WHEREAS, the Intergovernmental Coordinating Group, City of Port Townsend, Jefferson County, Port of Port Townsend and Jefferson County PUD No. 1 were recognized at the 2021 annual International City/County Manager Association (ICMA) conference with the Strategic Leadership & Governance Award; and

WHEREAS, Jefferson County, the City of Port Townsend, the Port of Port Townsend and the Jefferson County PUD desire to maintain a formal process of intergovernmental collaboration to address significant issues of mutual interest;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Board of Commissioners, City Council of the City of Port Townsend, the Port of Port Townsend and Jefferson County PUD No. 1 as follows:

Section 1. Intergovernmental Collaborative Group (ICG). The collective governing bodies of Jefferson County, the City of Port Townsend, the Port of Port Townsend and Jefferson County PUD No. 1, when meeting jointly for the purposes outlined in this resolution shall form the ICG. The express purpose of the ICG is to provide the forum within which community leaders from the County, City, Port and PUD may collaborate on significant issues of mutual importance. Those topics may include, but are not limited to, housing, economic development, infrastructure, including broadband, climate change, behavioral health and food security. Additionally, the ICG will monitor and support the implementation of the COVID-19 Recovery & Resiliency Plan. The ICG may express shared opinions and positions of the four bodies, and advocate for the same. The ICG may not expend any money, own any property, or obligate any of the four entities in any way.

Section 2. Process. All meetings of the ICG will be subject to the Open Public Meetings Act, actions will be taken by consensus, which is a majority of each of the governing bodies, a quorum is a majority of each of the four entities' elected officials, meeting procedures will be established by the group, and the duty of chairing the meeting will rotate among the entities' presiding officers, in order of formation.

Section 3. Meetings. The 2022 regular meeting calendar (all meetings at 5:00 P.M.) is established as follows:

February 17
May 19
September 15
November 17

In addition to the regular meetings, it is the desire of the parties to establish a schedule of "Community Conversations series" special meetings that include invited guests to provide relevant information to the ICG for the purpose of invigorating the discussion among the community and its elected leaders.

Special meetings may be called in accordance with RCW 42.30.080 by agreement of the ICG at a properly noticed meeting, or by joint agreement of the presiding officers of the four entities.

The principal location and website for ICG notices is that of Jefferson County. The main website reflecting workplan and related documents is at www.jeffcotogether.net.

Section 4. The last meeting of the ICG shall be completed no later than December 31, 2022 at which time the entities may extend, modify and/or reform the ICG. The chairperson of that final meeting is authorized to approve the minutes from that meeting.

[APPROVAL SIGNATURES OF EACH JURISDICTION ARE ON FOLLOWING PAGES]

Jefferson County Resolution No. ____-21

JEFFERSON COUNTY, WASHINGTON

APPROVED AND SIGNED this 18th day of November, 2021.

SEAL:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Kate Dean, Chair

ATTEST:

Greg Brotherton, Member

**Carolyn Gallaway
Clerk of the Board**

Heidi Eisenhour, Member

City of Port Townsend Resolution No. 21-_____

CITY OF PORT TOWNSEND, WASHINGTON

ADOPTED by the City Council of Port Townsend, Washington, at a special meeting thereof, held this 18th day of November, 2021.

Michelle Sandoval
Mayor

Attest:

Approved as to form:

Joanna Sanders, MMC
City Clerk

Heidi Greenwood
City Attorney

Port of Port Townsend Resolution No. 7__-21

PORT OF PORT TOWNSEND

ATTEST:

William W. Putney III, Secretary

Peter W. Hanke, President

Pamela A. Petranek, Vice President

APPROVED AS TO FORM:

Port Attorney

Jefferson County Public Utility District Resolution No. 2021-_____

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

Dan Toepper, President

Kenneth Collins, Vice President

ATTEST:

Jeff Randall, Secretary



Board of Commissioners

Jeff Randall, District 1

Kenneth Collins, District 2

Dan Toepper, District 3

November 16, 2021

Rotation of PUD Board Positions

In 2022, the PUD will be rotating PUD Board positions. The positions will be as follows:

President: Kenneth Collins

Vice President: Jeff Randall

Secretary: Dan Toepper

The rotation will be effective January 1, 2022 and run through December 31, 2024.

A motion to approve at the November 16, 2021 meeting is recommended.

Kevin Streett

PUD General Manager

**PUBLIC UTILITY DISTRICT NO.1
OF
JEFFERSON COUNTY
RESOLUTION NO. 2021-XXX**

A RESOLUTION of the Board of Commissioners of Public Utility District No. 1 of Jefferson County, Washington ("the PUD"), declaring the period of November 15, 2021, through November 19th, 2021, a state of emergency and authorizing the PUD Manager to purchase materials and order work to assist regularly employed personnel in the amount necessary.

WHEREAS, RCW 54.04.070, Contracts for work or materials-notice-exemptions, section (6) states: Pursuant to RCW 39.04.280 the commission may waive the competitive bidding requirements of this section and RCW 54.04.080 if an exemption contained within RCW 29.04.2380 applies to the purchase or public work, and;

WHEREAS, RCW 39.04.280, Competitive bidding requirements-Exemptions, section 2 (b) states: If an emergency exists, the person or person designated by the governing body of the municipality to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipal entity to address the emergency situation, and;

WHEREAS, the PUD Procurement Manual Section 9.24, Emergency Purchases or Public Works (RCW 54.04.070) section 9.24.5 states: The Commission shall declare, by resolution, a state of emergency at the next scheduled public meeting approving the purchase of materials and/or work, and;

WHEREAS, the PUD Manager has the authority to utilize the existing rates and charges for contractors and consultants to acquire outside assistance to respond to the damage of the storm as needed to invoke RCW 54.04.070.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Public Utility District No. 1 of Jefferson County, that it incorporates the above Recitals, and declares that the period of November 15, 2021, through November 19th, 2021, a state of emergency authorizing the PUD Manager to contract outside work under RCW 54.04.070 and the PUD's Procurement Policies.

ADOPTED by the Commission of Public Utility District No. 1 of Jefferson County, Washington, at a regular open meeting held the day of November 16, 2021.

Dan Toepper, President

President

Kenneth Collins, Vice

Jeff Randall, Secretary