



THURSTON GOVERNMENT
BOARD OF COUNTY COMMISSIONERS
3000 PACIFIC AVE SE, STE. 200
OLYMPIA WA 98501

INTERLOCAL AGREEMENT

This Agreement is between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**COUNTY**," and the **CITY OF TENINO**, a municipal corporation, with its principal offices at 149 Hodgden St S, Tenino, Washington 98589, hereinafter "**TENINO**," collectively referred to as "Parties" and individually as "Party."

Pursuant to RCW 39.34, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract is authorized by the governing body of each party.

The Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide funding for the City of Tenino to procure and install Electric Vehicle Supply Equipment (EVSE) at the Southwest Washington Agricultural Business & Innovation Park in Tenino.

2. DURATION OF AGREEMENT

The term of this Agreement shall begin on the date last executed below through **December 31, 2025**, unless renewed or terminated sooner as provided herein. **TENINO** shall complete all work required by this Agreement no later than the termination date above.

3. ROLES

A. Services Provided by **TENINO**:

TENINO will be responsible for executing the Project in compliance with all terms and conditions in the Grant Agreement, attached as EXHIBIT A.

TENINO will complete the Project according to the Scope of Work and Budget, defined in Attachments A and B of EXHIBIT A, Grant Agreement (attached and incorporated herein).

TENINO shall comply with all laws governing municipal contracting for services of the type sought.

TENINO shall be responsible to monitor the actions of the Contractor(s), and if Contractor fails to comply with an applicable term or condition of their contract, TENINO shall take appropriate actions to ensure Contractor(s) complies with the fiscal conditions of the contract.

TENINO shall provide insurance documentation to COUNTY as described in EXHIBIT A (Program Specific Terms and Conditions, Section 2, Insurance).

TENINO shall document that that all equipment purchased and installed for the Project meets the Project and Equipment Qualifications defined in EXHIBIT B.

TENINO shall submit invoices to COUNTY as described in Exhibit C, Section 2, Invoicing.

TENINO shall submit quarterly reports to COUNTY describing work performed and progress of the Project, according to the schedule and format described in EXHIBIT C.

B. Services Provided by COUNTY:

As the Grantee, COUNTY is responsible for complying with all Department of Commerce (“Commerce”) grant requirements as defined in the Grant Agreement, attached as EXHIBIT A.

COUNTY will reimburse TENINO upon receipt of funds from Commerce. Payment to TENINO shall be considered timely if made by COUNTY within forty-five (45) business days after receipt of properly completed invoices from TENINO.

COUNTY will perform monitoring activities as outlined in the Monitoring Plan, attached as EXHIBIT C.

4. COMPLIANCE WITH LEGAL REQUIREMENTS

Each party accepts responsibility for compliance with federal, state or local laws and regulations, including bidding requirements applicable to its acquisition of goods and services regarding Public Works (RCW 39.04.010).

5. FUNDING

Funding is provided by the Washington State Department of Commerce, Electrification of Transportation Systems (ETS) Program. The COUNTY is responsible for the effective administration of State awards, application of sound management practices, and administration of State funds in a manner consistent with the ETS program objectives detailed in EXHIBIT A. COUNTY will implement the contract monitoring plan detailed in EXHIBIT C, Monitoring Plan (incorporated herein by reference) upon contract execution.

6. FILING

Fully executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

7. NON-DELEGATION/NON-ASSIGNMENT

Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed upon in writing; neither party may sign such agreement without the written consent of the other party.

8. HOLD-HARMLESS

Each party shall indemnify, defend, and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

9. SEVERABILITY

Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

10. DISPUTE RESOLUTION

Administration of the provisions of this Agreement shall be resolved by a joint board to consist of the chief executive officer of each party, and/or their designee. Disputes arising under this Agreement shall be resolved through consensus Agreement of the joint board. If consensus resolution is not obtained, either party reserves its right to pursue other forms of relief.

11. ADMINISTRATION

This Agreement creates no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any party furnishes property for purposes of carrying out this Agreement, such property must be returned to that party upon termination of this Agreement, or upon that party's withdrawal from this Agreement.

12. AMENDMENTS

This Agreement may be amended or terminated upon mutual agreement of the Parties. A party may withdraw from this Agreement upon 60 days written notice to the remaining Parties, and there is no reimbursement to the withdrawing party upon withdrawal. This Agreement automatically terminates when only one party remains.

13. CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provision of this Agreement, or for any lawsuit arising out of or relating to this Agreement, is the Superior Court of Thurston County.

14. ENTIRE AGREEMENT

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

15. RECORDING

Prior to its entry into force, Thurston County shall file this Agreement with the Thurston County Auditor's Office.

16. COUNTERPARTS

This Agreement may be executed in counterparts, and all such counterparts once so executed together must be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, must be deemed a complete original, binding on the Parties. A faxed or email copy of an

original signature must be deemed to have the same force and effect as the original signature.

17. RIGHTS

This Agreement is between the signatory Parties only and does not create any third-party rights.

18. NOTICES

Any notice required under this Agreement must be to the party at the address listed below and it becomes effective five business days following the date of deposit with the United States Postal Service.

THURSTON COUNTY

Attn: Rebecca Harvey, Climate Mitigation Senior Program Manager
3000 Pacific Ave SE, Ste. 200
Olympia, WA 98501

CITY OF TENINO

Attn: Jen Scharber, Clerk Treasurer
Tenino City Hall
149 Hodgden St S./PO Box 4019
Tenino, WA 98589

This Agreement is hereby entered into between the Parties

CITY OF TENINO

**For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington**

By: _____
Title: _____
Authorized Signature: _____
Date: _____
Address: _____

By: _____
Title: _____
Authorized Signature: _____
Department/ Office: _____
Date: _____

Approved as to form:

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

Richard L. Hughes, City Attorney

By: _____
Scott Cushing, Senior Deputy Prosecuting Attorney

EXHIBIT A
GRANT AGREEMENT



Capital Agreement with

Thurston County

through

Clean Energy Fund Electrification of Transportation Systems

**Contract Number:
24-92201-036**

For

EVSE at SW WA Agricultural Business & Innovation Park in Tenino

Dated: Monday, January 15, 2024

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Face Sheet

Contract Number: 24-92201-036

**Energy Division, Energy Programs in Communities
Electrification of Transportation Systems**

1. Contractor Thurston County 3000 Pacific Ave SE Suite 200 Olympia, WA 98501			2. Contractor Doing Business As (as applicable) 		
3. Contractor Representative Rebecca Harvey (360) 867-2938 Rebecca.harvey@co.thurston.wa.us			4. COMMERCE Representative Kaitlyn Sledge Commerce Specialist 3 kaitlyn.sledge@commerce.wa.gov		1011 Plum St. SE P.O. Box 42525 Olympia, WA 98504
5. Contract Amount \$367,343	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date January 15, 2024	8. End Date December 31, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A			<u>ALN</u> N/A
10. Tax ID # 91-60011375	11. SWV # SWV0007436-53	12. UBI # 342-007-752		13. UEI # GU94D6PX5KT1	
14. Contract Purpose This project is a public-private partnership among Thurston County, City of Tenino, Thurston Economic Development Council (EDC), and other partners to install two DC fast charging stations and two dual Level 2 charging stations at the Southwest Washington Agricultural Business & Innovation Park ("Ag Park") in Tenino. Strategically located along heavily trafficked state highways lacking charging infrastructure, the project addresses transportation equity and supports long-distance travel.					
COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, and Attachment "D" – Proviso.					
FOR CONTRACTOR _____ Leonard Hernandez, County Manager _____ Signature _____ Date			FOR COMMERCE _____ Michael Furze, Assistant Director Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION

Legal Name	Thurston County
Agreement Number:	24-92201-036
Award Year:	2024
State Wide Vendor Number:	SWV0007436-53

PROJECT INFORMATION

Project Title:	EVSE at SW WA Agricultural Business & innovation Park in Tenino
Project Address:	205 W 5th Ave
Project City:	Tenino
Project State:	WA
Project Zip Code:	98589

GRANT INFORMATION

Grant Amount:	\$367,343
Non-State Match (1:10)	\$40,000
Type of Match Accepted:	Cash
Earliest Date for Reimbursement:	January 15, 2024
Time of Performance:	January 15, 2024 – December 31, 2025

Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONS, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. **BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT** (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

2. SUBCONTRACTING (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

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

3. PREVAILING WAGE LAW

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

4. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

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

immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

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

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

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

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

5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A.** Any project related website or webpage that includes logos from other funding partners;
- B.** Any publication materials that include logos from other funding partners;
- C.** Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D.** Any equipment purchased with CAA funding through a generally visible decal.

Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$367,343, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

~~COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.~~

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number _____. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.~~

~~COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.~~

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

Invoices and End of Fiscal Year

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

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

~~Duplication of Billed Costs~~

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

~~Disallowed Costs~~

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

~~COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).~~

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

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

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

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

Attachment A: Scope of Work

Project Overview: This project is a public-private partnership among Thurston County, City of Tenino, Thurston Economic Development Council (EDC), and other partners to install two DC fast charging (DCFC) stations and two dual-port Level 2 charging stations at the Southwest Washington Agricultural Business & Innovation Park (“Ag Park”) in Tenino. Strategically located along heavily trafficked state highways lacking charging infrastructure, the project addresses transportation equity and supports long-distance travel.

Thurston County will manage the grant and execute an interlocal agreement with the City of Tenino to carry out the project, while EDC will contribute the required matching funds.

The scope of work includes five tasks:

Project Development, Design, & Community Outreach: Project partner Dragonwheel Investment Group (DIG) conducted EV system design as part of an electrical services contract for the Ag Park in Q4 2023. Thurston County will provide a Letter of Confirmation documenting that design efforts are complete or sufficient for issuing "For Construction" drawing package. This letter will include permits required and a copy of a site plan showing changes to walkways, transformer capacity, and other necessary information.

Thurston County will continue to work with Thurston Economic Development Council (EDC) and other partners to develop and execute an education and outreach plan before and after completing the project. Some examples of outreach include program updates, fliers and newsletters, websites and social media, open houses, and user information at the County facilities.

After installation, Thurston County staff will monitor usage monthly and develop and deploy additional outreach campaigns if needed to meet usage goals. Any changes to project scope as a result of community input will be reported to COMMERCE for approval.

Contracting & Procurement City of Tenino will conduct all contracting responsibilities with the Contractor(s) according to the terms of the interlocal agreement and grant agreement. City of Tenino will use a competitive procurement process to select a contractor to purchase and install two DC Fast Chargers (DCFC; 62.5 kW) and two dual-port AC Level 2 Charging Stations (19kW). The EVSE will meet the Equipment Qualifications defined in the RFA. The purchase will include 5-year warranties, service and charging management plans, permitting; and commissioning service for the DCFC. Tenino will submit invoices and reports to Thurston County, and meet regularly with County staff during project implementation, as described in the Monitoring Plan (Exhibit C of the interlocal agreement).

Equipment Delivery & Construction EVSE Charging Stations will be delivered within six months of completion of milestone B. Matching funds will be provided by Thurston EDC to cover the cost of constructing the infrastructure needed to power the EV charging stations, including trenching, conduit, wiring, termination to electric panels, and trim out for installation. Grant funds will be used to upgrade to a 480V transformer to accommodate the two DCFCs.

Contractor will obtain permits necessary to complete the project, and will consult with the Washington Department of Archaeology and Historic Preservation (DAHP) and affected tribes on the potential effects of projects on cultural resources.

Installation, Systems Integration, and Commissioning: Two dual Level 2 EV Chargers will be installed at the Southwest Washington Agricultural Business & Innovation Park (“Ag Park”) in Tenino. All aspects of site preparation, materials procurement, deployment, installation, and post-installation monitoring will be performed by Thurston County staff and/or their chosen contractor(s) in accordance with all laws and regulations EV charger installations in the City of Tenino, Thurston County, and Washington State: the units will be ADA-compliant, able to power vehicles, electric bikes, and electric wheelchairs. After the EV chargers

have been installed, Thurston County will install stickers to clearly identify that the 120-volt outlets on the system are intended for charging other mobility methods such as electric wheelchairs and electric bicycles.

After installation, relevant Thurston County staff will be trained in the maintenance of the system, including monitoring production & usage, cleaning, and other maintenance as needed.

Measurement and Verification: Once the system is commissioned, usage data will be collected and a six-month summary performance report will be provided as part of the Final Report. The summary performance report will include the number of individual charging events and the amount of kWh charged within the reporting period.

The final report will also include a summary of the work that was completed for this project, adjustments that were made, feedback received from community engagement, or lessons learned.

Attachment B: Budget
(Based on a Calendar Fiscal Period: Jan-Dec)

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Applicant Match	Commerce Grant Amount
A	Project Development, Design, & Community Outreach	<ul style="list-style-type: none"> Copies of contracts with consultants Final site plans Final results from online poll or other documentation of community engagement 	Q4 2024	\$0	\$5,000
B	Contracting & Procurement	<ul style="list-style-type: none"> Copy of contract with electrical contractor Specification sheet for EV chargers to be installed 	Q4 2024	\$0	\$40,000
C	Equipment Delivery & Construction	<ul style="list-style-type: none"> Invoices for 2 DCFC (62.5 kW) stations and 2 dual-port Level 2 (19 kW) stations Additional invoices or reports documenting labor and infrastructure materials Copies of electrical and construction permits issued for the project Pictures and specifications of upgraded infrastructure (i.e. new transformer, new sidewalk, etc.) 	Q1 2025	\$40,000	\$243,000
D	Installation, Systems Integration, Commissioning, & Outreach	<ul style="list-style-type: none"> Utilization Plan Photos of installation Commissioning Report & Documentation of Staff Maintenance & Operations Training Receipt for DCFC Enterprise Plan Receipt for Level 2 Software Plan Copies of public outreach such as web link, flyers, network posting, etc. 	Q1 2025	\$0	\$43,000
E	Measurement & Verification	<ul style="list-style-type: none"> Final Report submitted with six months of usage data 	Q3 2025	\$0	\$36,343
			Match Total	\$40,000	
			Grant Total Not to Exceed		\$367,343

Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

Additionally, the Contractor shall provide an annual report and fact sheet to COMMERCE, no later than 15 days after the end of the quarter in which Deployment, Systems Integration, Commissioning, & Outreach milestone was completed. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

The report form will be provided by Commerce. The report should describe the project activity that occurred during the year, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned.
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Grant Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
3. Maintenance performed on the device.
4. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE. This includes measurements of mWh expended by EV charger and the number of charging events per day.
5. Invoice projection sheet for grant expenditures.

Attachment D: Proviso

2021 Enacted Capital Budget

Substitute House Bill 1080, section 1064 – Clean Energy V

(11) \$5,550,000 of the state building construction account—state appropriation is provided solely for grants to demonstrate innovative approaches to electrification of transportation systems.

(a)(i) \$3,000,000 of the appropriation is provided solely for competitive grants, prioritizing projects that:

(A) Demonstrate meaningful and enduring benefits to communities and populations disproportionately burdened by air pollution, climate change, or lack of transportation investments;

(B) Beneficially integrate load using behavioral, software, hardware, or other demand-side management technologies, such as demand response, time-of-use rates, or behavioral programming;

(C) Accelerate the transportation electrification market in Washington using market transformation principles; or

(D) Develop electric vehicle charging and hydrogen fueling infrastructure along highways, freeways, and other heavily trafficked corridors across the state to support long-distance travel.

(ii) Projects must be implemented by local governments, federally recognized tribal governments, by public and private electrical utilities that serve retail customers in the state, or state agencies. Eligible parties may partner with other public and private sector research organizations and businesses in applying for funding. The department shall consult and coordinate with the Washington state department of transportation on project selection and implementation. The department shall also coordinate with other state agencies that have other electrification programs, in order to determine to optimally accomplish each agency's respective policy and program goals.

(iii) Projects must be related to on-road end-uses and nonmaritime off-road uses.

(iv) Eligible technologies for these projects include, but are not limited to:

(A) Battery electric vehicle supply equipment;

(B) On-site generation or storage, where the technology directly supplies electricity to the electric vehicle supply equipment;

(C) Electric grid distribution system infrastructure upgrades, where the upgrade is needed as a result of the installed electric vehicle supply equipment;

(D) Hydrogen refueling station infrastructure that:

(I) Dispenses renewable hydrogen or hydrogen produced in Washington with electrolysis; and

(II) Aligns with the 2021 state energy strategy's recommended uses of hydrogen in the transportation sector.

EXHIBIT B

PROJECT AND EQUIPMENT QUALIFICATIONS¹

Project Qualifications

- 1) Specific strategies may vary but all projects must procure, install, and integrate EVSE or hydrogen fueling infrastructure in rural communities.
- 2) Projects must be ready to construct within a year of an awarded contract and include a plan for continuing operations and maintenance of all proposed charging infrastructure for at least 5 years after the lifecycle of an awarded contract.
 - a. If an awarded project is not ready to begin construction one year from the time of award, the applicant must provide Commerce with an updated schedule adding not more than 6 months to the originally projected construction start date. If the project has not started construction within 18 months of original contract award, Commerce may, at its discretion, revoke funding from the project.
- 3) Applicants must report at least 6 months of data on key usage and performance metrics to Commerce before contract close-out including:
 - a. The number of unique charging events by month
 - b. The average duration of each charging event by month
 - c. The kilowatt hours delivered by each EVSE at each project site by month
 - d. Downtime for each EVSE at each project site, monthly, where monitored
 - e. The data reporting requirements are waived for a project if the Applicant can demonstrate no EVSE available can serve the purpose of the project while meeting this requirement.
- 4) The project must be located in Washington.
- 5) Projects must serve a minimum of one of the following:
 - a. On road end-uses
 - b. Non-maritime off-road end-uses
- 6) If there is a fee to charge, then credit, debit, and prepaid cards must be accepted via an onsite card reader. Any other form of payment is permitted in addition to this minimum. Multiple EVSE at one location can share a card reader. Charging fees may be used to cover ongoing operations and maintenance costs and/or the cost of electricity.
 - a. All EVSE that requires payment must, as soon as it is constructed and integrated, meet the Department of Agriculture payment method and fee disclosure requirements as specified in WAC 16-662-210.

Equipment Qualifications

¹ Project and Equipment Qualifications are copied from WA Dept. of Commerce RFA NO. CEF ETS 2022 ROUND TWO, Section 1.3. Application requirements and qualifications for hydrogen fueling infrastructure were omitted because they are not relevant to the implementation of this project.

- 1) Projects must procure, install, and integrate at least one dual-plug level 2 EV charger, DCFC charging station, or green hydrogen fueling station.
- 2) All infrastructure must operate for a minimum of 5 YEARS after the lifecycle of an awarded contract and be expected to be utilized upon installation.
 - a. Once constructed, charging infrastructure must maintain a minimum uptime of 97%. If a grantee fails to meet this minimum, Commerce will require a 6-month improvement plan from the grantee. If the minimum uptime is still not met after the improvement period, Commerce may, at its discretion, withhold all further payments until the minimum is met for at least one quarter.
- 3) All projects must include load integration strategies for all EVSE such as demand response, time of use rates, software on EVSE, hardware on EVSE, behavior programming, or other demand side management technologies.
- 4) All charging infrastructure must be equipped for remote diagnosis and problem solving, reliability monitoring, pricing information displays, and signage.
 - a. All EVSE must provide means for conducting a charging session in English and at least one other language considering the demographics of the area in which the unit will be installed, and the language(s) most commonly spoken in that location.
- 5) All EVSE and fueling infrastructure must be open to the public, even if installed for workplace charging.
- 6) EVSE hardware must be in compliance with the following interoperability requirements
 - a. The electric vehicle service provider shall use Open Charge Point Interface (OCPI) version 2.1.1 or 2.2 standards.
 - b. All networked EVSE shall be compliant with Open Charge Point Interface (OCPI) version 1.6 or 2.0.1 standards.
- 7) EVSE must be certified by the Underwriters Laboratories, Inc., ETL listed or an equivalent certification.
- 8) EVSE must be certified to operate outdoors and in extreme weather conditions.
- 9) For Level 2 charging, EVSE must meet Society of Automotive Engineers (SAE) J-1772 standard for charging plug connector and operational requirements or an equivalent certification.
- 10) For Level 3 charging, or DCFC, EVSE must include dual-protocol charging, compatible with non-proprietary charging ports
- 11) EVSE equipment must have the capacity to accurately record and produce the following data:
 - a. The number of unique charging events by month
 - b. The average duration of each charging event by month
 - c. The kilowatt hours delivered by each EVSE at each project site by month
 - d. Downtime at each EVSE at each project site by month where monitored

- e. The data reporting requirements are waived for a project if the Applicant can demonstrate no EVSE available can serve the purpose of the project while meeting this requirement.

EXHIBIT C

MONITORING PLAN

PROJECT AND EXPENDITURE REPORTING

TENINO must submit the following required information for project and expenditure reports.

1. Quarterly Reporting

Quarterly reports must be submitted to the COUNTY within 7 calendar days* after the end of each quarter. Quarterly reports will be required for the term of this contract using the Department of Commerce template, which COUNTY will provide to TENINO upon contract execution. The quarterly report schedule is as follows:

Quarter	PERIOD COVERED	DUE DATE*
Q2 '24	contract execution – June 30, 2024	July 7, 2024
Q3 '24	July 1 – September 30, 2024	October 7, 2024
Q4 '24	September 1 – December 31, 2024	January 7, 2025
Q1 '25	January 1 – March 31, 2025	April 7, 2025
Q2 '25	April 1 – June 30, 2025	July 7, 2025
Q3 '25	July 1 – September 30, 2025	October 7, 2025
Q4 '25	September 1 – December 31, 2025	December 1, 2025**

* This due date is required to enable COUNTY to submit quarterly reports to Commerce no later than 15 days after the end of each quarter, as required in the Grant Agreement (EXHIBIT A, Attachment C).

** The last quarterly report is due before the end of the quarter to allow COUNTY to submit to Commerce before the termination of the Grant Agreement.

Each report shall include the following information to the COUNTY’S satisfaction:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
- c. Any additional metrics required from the capital budget proviso, legislature, governor’s office, or COMMERCE;
- d. Invoice projection sheet for grant expenditures; and
- e. Documentation of each Key Deliverable as defined in the grant Scope of Work and Budget (EXHIBIT A, Attachments A and B).

Once the EV chargers are installed and operational, the quarterly reports must also include the following data on key usage and performance metrics* for each of the DCFC and Level 2 charging

stations, to the COUNTY'S satisfaction. Before the termination of this contract, TENINO must provide the COUNTY at least six (6) months of these required data for each charging station:

- a. The number of unique charging events by month
- b. The average duration of each charging event by month
- c. The kilowatt hours delivered by each EVSE at each project site by month
- d. Downtime for each EVSE at each project site, monthly, where monitored

* Data reporting requirements are waived for a project if the Applicant can demonstrate no EVSE available can serve the purpose of the project while meeting this requirement.

2. Invoicing

TENINO shall submit invoices to COUNTY within ten days from acceptance of services provided and receipt of properly completed invoices for completed Milestones. TENINO shall use an invoice template provided by COUNTY. Invoices shall describe and document, to COUNTY'S satisfaction, the Agreement number, a description of the work performed, and Milestone(s) achieved. Invoiced amounts per milestone may not exceed the total Commerce Grant Amount per Milestone as specified in the Budget (EXHIBIT A, Grant Agreement, Attachment B, Budget). Invoices shall include backup documentation such as proof of prevailing wages paid, procured equipment, materials and supplies. The Contractor is required to maintain documentation to support invoiced costs. The Contractor shall make these documents available to COUNTY if requested.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside TENINO's control, if Commerce agrees to pay for partial completion of a Milestone, COUNTY may pay TENINO for completed Deliverables within the partially completed Milestone.

Payment shall be considered timely if made by COUNTY within forty-five (45) business days after receipt of properly completed invoices. Payment shall be sent to the address designated by TENINO.

COUNTY may, in its sole discretion, terminate the Contract or withhold payments claimed by TENINO for services rendered if TENINO fails to satisfactorily comply with any term or condition of this Contract.

MONITORING VISITS

COUNTY will meet with TENINO monthly, or as deemed necessary by COUNTY. Meetings shall take place at the project site through the completion of Milestone C: Equipment Delivery, Installation & Construction. After completion of Milestone C, meetings may take place either online or onsite at COUNTY'S discretion. Goals of the monthly meetings are to monitor, confirm, and document progress of project milestones, tasks, and deliverables as defined in the Scope of Work and Budget.

Once TENINO receives and submits to COUNTY the final Milestone C deliverable, the Commissioning Report, COUNTY will perform a site inspection to verify that the work is complete and satisfies all project goals and qualifications as defined in the Grant Agreement.