INTERLOCAL AGREEMENT

BETWEEN KITTITAS COUNTY, THE CITY OF ELLENSBURG, THE CITY OF KITTITAS, THE CITY OF CLE ELUM, THE CITY OF ROSLYN, THE TOWN OF SOUTH CLE ELUM, AND CENTRAL WASHINGTON UNIVERSITY FOR THE KITTITAS COUNTY REGIONAL ADVOCACY AND FUNDING CONSORTIUM

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, by and among Kittitas County, the municipalities of Ellensburg, Kittitas, Cle Elum, Roslyn, and South Cle Elum, and Central Washington University (collectively, the "Parties"), all located in Kittitas County, Washington.

WHEREAS, the Parties recognize that coordinated federal advocacy, legislative monitoring, appropriations support, strategic funding planning, and grant consulting can advance public priorities in Kittitas County;

WHEREAS, RCW 39.34 authorizes public agencies to enter into interlocal agreements to jointly exercise powers and perform functions for the benefit of their communities;

WHEREAS, the Parties desire to establish a consortium to coordinate and fund a countywide regional advocacy and federal funding platform, while preserving each Party's independent legal authority and control over its projects and priorities;

WHEREAS, the Parties seek to define roles, responsibilities, governance, and funding mechanisms for the Consortium under the coordinating oversight of the Kittitas County Conference of Governments ("COG"); and

WHEREAS, Kittitas County will serve as the administrator and will contract with The Ferguson Group, LLC ("TFG") for the services described in Exhibit A.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE.

1.1 Establishment. The Parties establish the Kittitas County Regional Advocacy and Funding Consortium ("Consortium") to coordinate, govern, fund, and administer a countywide regional advocacy and federal funding platform.

1.2 Countywide Platform. The Consortium will support a Countywide Platform of shared priorities for federal advocacy, legislative and regulatory engagement, appropriations strategy, strategic funding planning, grant consulting, and related activities. The Countywide Platform may include priorities relating to transportation, infrastructure, water, utilities, public safety, wildfire resilience, housing, economic development, workforce, recreation, natural resources, community facilities, and other public purposes identified by the Parties.

1.3 No Separate Entity or Transfer of Authority. This Agreement does not create a separate legal entity, municipal corporation, joint board with independent taxing authority, or separate public agency. No provision of this Agreement transfers a Party's governmental powers, property, personnel authority, budget authority, land-use authority, grant authority, contracting authority, or legal responsibilities to another Party.

2. ADMINISTRATION, COG, AND PARTY ROLES.

2.1 Designation of Administrator. Because this Agreement does not create a separate legal entity, Kittitas County is designated as the administrator responsible for administration of the joint undertaking for purposes of RCW 39.34.030(4).

2.2 Administrator Authority and Limits. The County's authority as administrator is limited to administering this Agreement and the County-TFG contract, including contracting, invoicing, payment processing, recordkeeping, reporting, and enforcement of payment terms. The County may issue notices to TFG only under the County-TFG contract. The County has no authority under this Agreement to bind a Party, approve or commit a Party's funds, alter a Party's project or priority, or represent that a Party supports a position without that Party's affirmative written authorization.

2.3 Conference of Governments (COG). The Kittitas County COG is the existing intergovernmental advisory forum through which the Parties coordinate Consortium matters. For Consortium purposes, each Party other than Central Washington University shall have its representatives delegated to COG to serve as that Party's appointed Consortium representative(s) under this Agreement. Central Washington University shall appoint one representative for Consortium purposes. COG is not a Party to this Agreement, does not create a separate public entity, and has recommendation-only authority unless the Parties expressly provide a written authorization under this Agreement.

2.4 COG Coordination Responsibilities. COG shall:

- Convene and facilitate Consortium coordination meetings and provide a forum for the Parties to discuss regional legislative, regulatory, appropriations, and funding priorities.
- Coordinate development, review, prioritization, and periodic updating of the Countywide Platform.
- Review TFG reports, work products, policy updates, funding strategies, and recommendations.
- Make recommendations regarding regional advocacy priorities, subject to the independent approval authority of each Party.

2.5 Kittitas County Administrative Responsibilities. Kittitas County shall:

- Execute and administer the County-TFG contract, subject to applicable procurement, contracting, payment, ethics, public records, and other requirements.
- Receive, process, and pay TFG invoices as permitted by the County-TFG contract and available appropriations; invoice Parties in accordance with this Agreement; and maintain financial records relating to Consortium revenues, expenditures, invoices, reimbursements, and approved costs.
- Provide reasonable financial reporting to the Parties and administrative support to COG as needed for Consortium coordination.

2.6 Party Responsibilities. Each Party shall identify a primary staff representative and an authorized executive-level, elected, appointed, or other representative for Consortium coordination and policy direction, consistent with Section 2.3. Each Party shall provide the County and COG written notice of any change in its appointed representative(s) or the scope of delegated authority. Each Party shall participate in good faith; timely provide information reasonably necessary for requested services; review materials related to its projects or priorities; obtain its own required approvals; and pay invoices issued under this Agreement.

2.7 Property. The Consortium does not anticipate acquiring, holding, or disposing of real or personal property. Property a Party uses to perform its responsibilities under this Agreement remains that Party's property. If property is proposed to be acquired for the joint undertaking, the Parties must first approve in writing the acquisition, title, custody, use, and disposition of that property, consistent with chapter 39.34 RCW.

3. GOVERNANCE, COUNTYWIDE PLATFORM, AND INDIVIDUAL PARTY RIGHTS.

3.1 Meetings and Records. Regularly scheduled COG meetings shall constitute Consortium meetings unless the Parties agree otherwise during a regular COG meeting and the agreement is recorded in the COG minutes. COG shall schedule meetings and make agendas available in accordance with chapter 42.30 RCW, including RCW 42.30.070, RCW 42.30.077, and RCW 42.30.080, as applicable. A quorum consists of representatives from a majority of the Parties. COG shall prepare or cause to be prepared written minutes of Consortium proceedings as part of the regular COG minutes, identifying recommendations, votes when taken, and written authorizations received.

3.2 Recommendations and Votes. Each Party has one vote. Unless this Agreement requires a different standard, a Consortium recommendation may be made by a majority vote of the Parties represented at a meeting with a quorum. A nonresponse, abstention, or silence does not constitute approval or authorization by a Party.

3.3 Approval of Countywide Positions and Directions to TFG. No regional advocacy position, legislative request, appropriations request, funding request, public statement, or other Countywide Platform action shall be represented as supported by a Party unless that Party affirmatively approves or authorizes its inclusion in writing. The County may direct TFG on a shared matter only upon written direction or documented meeting approval from each Party that will be identified as supporting the matter or will bear a cost beyond its fixed-fee allocation. A Party may support all, some, or none of the Countywide Platform priorities.

3.4 Party-Specific Work. TFG may not undertake Party-specific advocacy, grant, appropriations, project, or public-communication work, or identify a Party as supporting a priority, without affirmative written authorization from that Party. The authorization must identify the requested work, any anticipated additional cost, and the Party responsible for that cost.

3.5 Retention of Project Ownership and Execution Authority. Each Party retains sole ownership, responsibility, and authority for its own projects, programs, assets, grant applications, grant awards, procurement, contracts, permits, environmental review, design, construction, operations, maintenance, budgets, matching funds, staffing, public engagement, and project execution.

Participation in the Consortium does not transfer title or ownership of a Party's project, property, data, records, intellectual property, grant award, or funds; require a Party to pursue, modify, delay, discontinue, or prioritize any project; require a Party to commit matching funds, local funds, staff resources, property, or other consideration; or create a joint venture, partnership, agency relationship, fiduciary relationship, or joint ownership interest among the Parties.

3.6 Independent Advocacy and Projects Outside the Countywide Platform. Each Party expressly reserves the right to independently advocate for its own legislative, regulatory, appropriations, policy, funding, and project priorities; seek grants, loans, appropriations, congressional-directed spending, technical assistance, or other funding for projects not included on the Countywide Platform; contract with separate consultants, lobbyists, grant writers, engineers, attorneys, or other professionals; communicate directly with federal, state, tribal, regional, local, nonprofit, private-sector, and other stakeholders; take positions that differ from, supplement, or are unrelated to the Countywide Platform; and decline to participate in any specific joint advocacy effort, grant strategy, project request, public communication, or other Consortium activity. A Party's exercise of these independent rights shall not constitute a breach of this Agreement.

4. FINANCING.

4.1 Cost Allocation. Financing for the Consortium shall be provided through contributions from the Parties, as set forth in Exhibit B, and may include other revenue sources only as mutually agreed in writing and legally available. The Exhibit B percentage allocation applies to the fixed TFG fee and, unless a cost is attributable to one or more Parties or the Parties otherwise unanimously agree in writing, to all collectively authorized reimbursable expenses, optional services, shared liabilities, final-accounting obligations, and other Consortium-wide costs.

Each Party's payment obligation is subject to its governing body's appropriation of funds or other legally authorized budget authority.

4.2 County-TFG Contract and Quarterly Payment. Kittitas County will contract directly with TFG and will pay the single quarterly invoice submitted by TFG for Consortium services, subject to the County-TFG contract, available appropriations, and applicable County payment procedures.

4.3 Advance Funding and Member Reimbursement. To reduce County cash-flow exposure, the County may invoice each Party in advance for that Party's estimated quarterly share of the fixed fee and any previously authorized shared costs. Advance payments will be credited against the County's subsequent invoice or refunded or adjusted through the next billing cycle. If the County instead pays an invoice before receiving advance payments, it will invoice each Party within ten (10) calendar days after County payment. Each Party shall pay an undisputed County invoice within thirty (30) calendar days after the invoice date. The County is not required to advance Party-specific optional-service costs or other costs attributable solely to a Party unless the County expressly agrees in writing.

4.4 Reimbursable Expenses. Reimbursable expenses are in addition to the fixed fee only if allowed under the County-TFG contract, pre-approved under that contract and applicable County procedures, and properly documented. Unless the expense is attributable to one or more Parties or the Parties unanimously agree otherwise in writing, reimbursable expenses shall be allocated using the Exhibit B percentage allocation.

4.5 Optional Services and Other Shared Costs. Optional services are not included unless separately authorized in writing. A Party requesting an optional service is solely responsible for its associated cost, unless the service is requested for the Consortium as a group and approved in writing by the Parties that will share the cost. A collectively authorized optional service or other shared cost shall be allocated using the Exhibit B percentage allocation unless the approving Parties agree otherwise in writing.

4.6 No County Subsidy. Except for its own allocated share, Kittitas County is not obligated to subsidize, permanently absorb, or waive another Party's share of Consortium costs.

4.7 Delinquent Payments. If a Party fails to pay an undisputed invoice by the due date, Kittitas County shall provide written notice of delinquency and allow at least fifteen (15) calendar days for cure. If the delinquency is not cured, the County may, to the extent legally permitted, suspend coordination or TFG services attributable solely to the delinquent Party, decline to advance future Party-specific costs, pursue collection of amounts due, and exercise other remedies available at law or equity.

5. SCOPE OF SERVICES.

5.1 The County intends to retain TFG to provide the services described in Exhibit A. The County-TFG contract controls TFG's performance obligations, authorized capacity, deliverables, response times, and fees. TFG is not a Party to this Agreement, and nothing in this Agreement alters the County-TFG contract. Advocacy, grant consulting, appropriations support, and funding strategy services do not guarantee a legislative outcome, regulatory outcome, grant award, appropriation, funding award, or project approval.

6. TERM, WITHDRAWAL, AND TERMINATION.

6.1 Conditions Precedent to Execution and Effectiveness. Before the County executes this Agreement, the Board of County Commissioners shall approve both this Agreement and the County-TFG Contract. Before any Party executes this Agreement, the fully executed County-TFG Contract, including the final statement of work, shall be attached as Exhibit A-1. This Agreement shall enter into force only after: (a) execution by all Parties; (b) Board approval of both this Agreement and the County-TFG Contract; (c) attachment of the fully executed County-TFG Contract and final statement of work as Exhibit A-1; (d) filing under Section 9.10; and (e) October 1, 2026, has occurred. The term of the County-TFG Contract controls TFG's performance obligations.

6.2 Renewal. This Agreement expires on December 31, 2027, unless each continuing Party approves a written renewal before that date. A renewal must specify the renewal term, the County-TFG Contract status, the scope of services, the fixed fee, the Party-specific allocations, the billing schedule, and any approved reimbursable-expense or optional-service authority. The County has no obligation to seek, execute, or fund a renewal of the County-TFG Contract unless all required County approvals have been obtained and advance contributions required by the County have been received.

6.3 Termination and Dissolution. The Parties may terminate this Agreement and dissolve the Consortium only by unanimous written consent. COG may recommend dissolution after consultation with the Parties, but a COG recommendation is advisory and does not terminate this Agreement. Only Kittitas County, as TFG's contracting party, may provide notices to TFG under the County-TFG contract after receiving the approvals required by that contract and this Agreement.

6.4 Individual Withdrawal. Any Party may give the other Parties at least ninety (90) calendar days' written notice of its intent to withdraw. A withdrawal becomes effective only at the close of a County-TFG billing period ending at least ninety (90) calendar days after notice is delivered and only after either: (a) the County has reduced or ended the related County-TFG Contract obligation effective no later than the withdrawal date; or (b) all continuing Parties approve in writing a replacement cost allocation that covers the withdrawing Party's resulting share, effective no later than the withdrawal date. Notice of withdrawal does not itself relieve the withdrawing Party of payment or other obligations under this Agreement. If neither condition is satisfied, the notice remains pending and the Party remains responsible for its obligations until withdrawal becomes effective. Nothing in this section requires the County to amend, reduce, suspend, or terminate the County-TFG Contract contrary to Section 9.5.

6.5 Suspension. Suspension is not termination or withdrawal. The County may suspend coordination or TFG services attributable solely to a Party as provided in Section 4.7. A suspension does not relieve the Party of payment obligations that accrued before or during the suspension unless the Parties agree otherwise in writing.

6.6 Financial Obligations and Final Accounting. A withdrawing or terminating Party remains responsible for its allocated share of amounts invoiced or incurred through its effective withdrawal or termination date, including approved reimbursable expenses and non-cancelable costs attributable to its participation. "Non-cancelable costs attributable to its participation" means costs that the County has authorized or committed under the County-TFG contract or another approved arrangement for the Party's specific work and that cannot reasonably be canceled, avoided, or reallocated before the Party's effective withdrawal or termination date. Except for costs attributable to one or more Parties, collectively authorized final-accounting obligations and shared liabilities shall be allocated using the Exhibit B percentage allocation unless the Parties unanimously agree otherwise in writing.

6.7 Transition and Disposition of Assets. Upon termination or dissolution, the County shall provide a final accounting and take reasonable transition actions permitted by the County-TFG contract. Remaining Consortium funds or assets shall be applied first to outstanding obligations. Any remaining funds shall be returned or credited to contributing Parties in proportion to their contributions, unless otherwise agreed in writing and consistent with applicable law.

7. INDEMNIFICATION AND LIABILITY.

7.1 Each Party shall defend, indemnify, and hold harmless the other Parties, their officers, employees, and agents from claims, damages, liabilities, and reasonable attorneys' fees and costs arising from that Party's actions or omissions under this Agreement, except to the extent caused by the negligence or willful misconduct of another Party. A Party seeking a defense or indemnity shall promptly tender the claim in writing, and the defending Party shall control the defense subject to applicable law and the indemnified Party's right to participate with its own counsel.

7.2 Nothing in this Agreement creates joint and several liability among the Parties or waives any defense, immunity, limitation of liability, or protection available to a Party under state or federal law. If a financial liability is not attributable to a particular Party and the Parties have expressly authorized its treatment as a Consortium-wide obligation, it shall be allocated using the Exhibit B percentage allocation unless the Parties unanimously agree otherwise in writing.

8. DISPUTE RESOLUTION.

8.1 The Parties should first attempt to resolve operational disputes through their designated representatives. County staff may address operational issues directly and promptly as administrator. Nothing in this section restricts the County from enforcing payment terms, preserving contractual rights, or taking any action needed to administer the County-TFG contract.

8.2 COG discussion is optional and advisory. Any Party may request facilitated discussion through COG, but COG participation is not a prerequisite to enforcing legal or contractual rights. The Parties may participate in non-binding mediation only by mutual written agreement, with mediation costs shared equally among the Parties participating in the mediation unless they agree otherwise.

8.3 Informal negotiation, COG discussion, or mediation does not waive a Party's legal remedies, shorten or toll an applicable limitations period, or prevent a Party from seeking immediate judicial relief unless the affected Parties expressly agree otherwise in writing. Venue for a court action arising from this Agreement shall be Kittitas County Superior Court, subject to applicable law.

9. MISCELLANEOUS.

9.1 Amendments. This Agreement may be amended only by written consent of all Parties, subject to approval by their respective governing bodies or other authorized approval authorities.

9.2 Severability. If a provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of Washington.

9.4 No Assignment. No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of all other Parties. Nothing in this Agreement authorizes assignment, amendment, or delegation of the County-TFG contract. Any such matter shall be governed solely by that contract and applicable law.

9.5 County Contract Authority. The County is the sole contracting party with TFG. Nothing in this Agreement requires the County to direct, authorize, pay, amend, renew, suspend, or terminate the County-TFG Contract in a manner inconsistent with applicable law, County procurement and contracting requirements, available appropriations, the County's fiscal interests, or the County-TFG Contract. The County may take prompt action necessary to preserve contractual rights, address vendor nonperformance, prevent unauthorized expenditures, or comply with legal and ethical obligations.

9.6 Records and Public Disclosure. Each Party shall retain and disclose records in accordance with the Washington State Public Records Act, chapter 42.56 RCW, and other applicable law. Kittitas County shall maintain financial records relating to the Consortium in accordance with applicable law and County records-retention requirements.

9.7 Conflicts of Interest; Public Purpose; Political Activity. Each Party shall disclose to the County and the other Parties any actual or potential conflict of interest material to its performance under this Agreement. Any material conflict affecting County administration or the County-TFG contract must be addressed through written County approval and an appropriate mitigation measure before the affected work proceeds. The Parties shall comply with applicable public-agency ethics requirements. All work performed under this Agreement and the County-TFG contract shall concern official governmental or institutional purposes. Consortium funds, staff time, property, communications, and other resources shall not be used for campaign activity, political contributions, gifts, entertainment, or ballot-measure activity prohibited by applicable law.

9.8 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only and does not create rights in any third party, including TFG.

9.9 Entire Agreement. This Agreement, including its exhibits and written amendments, constitutes the entire understanding among the Parties regarding the Consortium.

9.10 Filing and Effective Date. As a condition precedent to this Agreement entering into force, Kittitas County shall file a fully executed copy of this Agreement with the Kittitas County Auditor. The County shall retain evidence of filing and provide it to the Parties on request. This filing obligation does not limit any additional posting, filing, or public-availability requirement that may apply under chapter 39.34 RCW or other applicable law.

9.11 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all counterparts together constitute one instrument. Electronic signatures are effective to the extent permitted by applicable law.

EXHIBIT A
AGREED SCOPE OF WORK

1. PURPOSE. The Parties establish the Consortium to receive coordinated regional advocacy, federal funding strategy, legislative monitoring, appropriations support, and grant consulting services from TFG.

2. PERIOD OF PERFORMANCE. Services are intended to begin October 1, 2026, and continue through December 31, 2027, unless modified, extended, or terminated under the County-TFG contract and this Agreement.

3. COUNTY-TFG CONTRACT AND SCOPE. Before any Party executes this Agreement, the County shall attach as Exhibit A-1 the fully executed County-TFG Contract, including the final statement of work. Exhibit A-1 shall state or incorporate the fixed fee and fee cap, reimbursable-expense policy, term, termination and suspension rights, performance standards, included capacity or hours, project or application limits, response times, meeting expectations, deliverable formats, Party-specific service limits, prioritization method, and process and rates for out-of-scope work. The County-TFG Contract controls TFG's performance obligations and fees if a conflict exists. No Party is required to perform under this Agreement until Exhibit A-1 is attached and the conditions in Section 6.1 are met.

4. INCLUDED SERVICES.

A. Regional Advocacy and Countywide Platform Development

Conduct a strategic assessment of shared regional priorities and individual Party priorities.

Assist the Consortium with development and refinement of the Countywide Platform.

Develop briefing materials, issue papers, project summaries, and other materials supporting approved shared priorities.

Support external communications relating to approved Countywide Platform priorities when requested and authorized.

B. Federal Legislative and Regulatory Services

Monitor and analyze federal legislative, regulatory, administrative, and policy developments relevant to the Parties.

Provide strategic advice regarding federal opportunities, risks, deadlines, and emerging issues.

Conduct outreach to Congress, congressional staff, federal agencies, and relevant stakeholder organizations for approved priorities.

Support bipartisan engagement and relationship-building with relevant federal offices and agencies.

C. Appropriations and Congressional Directed Spending

Identify appropriate federal appropriations and congressional-directed-spending opportunities.

Advise on project readiness, eligibility, timing, documentation, delegation requirements, and advocacy strategy.

Assist in preparing and advancing approved appropriations requests and supporting materials.

D. Strategic Funding and Grant Consulting

Develop and periodically update a comprehensive strategic funding plan.

Provide Tier 2 grant consulting services to each participating Party, including grant research and opportunity identification; project development and readiness support; guidance regarding eligibility, match, partnerships, timelines, and competitiveness; funding summaries and grant-related briefings; access to applicable TFG grant research resources; and review and strategic strengthening of concepts and materials consistent with TFG's Tier 2 package.

Support appropriate congressional letters, federal-agency engagement, and other external support for Party grant applications.

E. STEER I-90 Coalition

Provide support for the STEER I-90 Coalition and coalition priorities as directed through the Consortium authorization process and subject to the County-TFG contract.

F. Briefings and Reporting

Provide regular federal policy, advocacy, and funding updates.

Participate in Consortium coordination meetings as authorized under the County-TFG contract.

Provide quarterly written activity reports.

Provide an annual report or briefing regarding accomplishments, priorities, risks, and recommended next steps.

5. INDIVIDUAL PARTY SERVICES AND AUTHORITY. TFG may assist individual Parties with Party-specific advocacy, grants, appropriations, or project priorities only if the Party authorizes the work in writing; the work is within the County-TFG contract or separately authorized; the work does not represent that other Parties support the priority unless authorized; and the Party retains exclusive ownership and authority over its project, application, advocacy position, and execution decisions.

6. COMPLIANCE AND CERTIFICATIONS. All work performed under this Agreement and the County-TFG contract shall concern official governmental or institutional purposes. No Party shall use federal funds, grant funds, or other restricted funds to pay any cost under this Agreement unless the applicable award, appropriation, statute, regulation, and funding conditions expressly permit that use. Consortium funds, staff time, property, communications, and other resources shall not be used for campaign activity, political contributions, gifts, entertainment, or ballot-measure activity prohibited by applicable law. The County-TFG contract shall require TFG to maintain all registrations, reports, disclosures, and other compliance filings applicable to TFG's lobbying or advocacy activities. Each Party remains responsible for its own certifications, grant submissions, disclosures, and project representations. The base scope does not authorize campaign activity. Advocacy relating to state or local governmental action is excluded unless separately authorized in writing, included in the County-TFG contract, and permitted by applicable law.

7. EXCLUDED OR OPTIONAL SERVICES. The following are excluded from the base scope unless separately authorized: full grant writing or grant-application submission; post-award grant administration, compliance, reporting, monitoring, or closeout; benefit-cost analyses; engineering, architecture, environmental review, legal services, or specialized technical studies; services exceeding the fixed-fee scope; and travel or reimbursable expenses not included in the approved fixed-fee arrangement.

EXHIBIT A-1

EXECUTED COUNTY–TFG CONTRACT AND FINAL STATEMENT OF WORK

[Attach the fully executed County–TFG Contract and final statement of work before any Party executes this Agreement. This placeholder must be replaced with the executed contract package before execution.]

EXHIBIT B
COST ALLOCATION AND BILLING SCHEDULE

1. FIXED-FEE ALLOCATIONS AND PERCENTAGE SHARES.

Party	Monthly Allocation	Share of Consortium Cost	Oct.-Dec. 2026	2027 Annual Allocation	Quarterly 2027 Allocation
Kittitas County	$7,000	30.8370%	$21,000	$84,000	$21,000
City of Ellensburg	$4,500	19.8238%	$13,500	$54,000	$13,500
Central Washington University	$4,500	19.8238%	$13,500	$54,000	$13,500
City of Cle Elum	$2,500	11.0132%	$7,500	$30,000	$7,500
City of Kittitas	$2,500	11.0132%	$7,500	$30,000	$7,500
City of Roslyn	$1,000	4.4053%	$3,000	$12,000	$3,000
Town of South Cle Elum	$700	3.0837%	$2,100	$8,400	$2,100
Total	**$22,700**	**100.0000%**	**$68,100**	**$272,400**	**$68,100**

2. APPLICATION OF PERCENTAGE SHARES. The percentage shares above apply to the fixed TFG fee and to collectively authorized reimbursable expenses, optional services, shared liabilities, final-accounting obligations, and other Consortium-wide costs, unless the cost is attributable to one or more Parties or the Parties otherwise unanimously agree in writing.

3. QUARTERLY BILLING PROCESS.

TFG will submit one quarterly invoice to Kittitas County.

Kittitas County will review and pay the invoice in accordance with the County-TFG contract and County payment procedures.

The County may invoice Parties in advance for estimated quarterly shares as provided in Section 4.3.

If the County pays before collecting advance funds, the County will invoice each Party within ten (10) calendar days after County payment for its allocated share.

Each Party shall pay the County within thirty (30) calendar days following the County invoice date.

The County will apply reimbursements only to Consortium expenses and maintain records supporting those payments.

4. INITIAL OCTOBER-DECEMBER 2026 PERIOD. The intended fixed fee for the initial period from October 1, 2026, through December 31, 2026, is $68,100, subject to confirmation in the final County-TFG contract. If TFG invoices a different amount for the initial partial-year period, the allocations will be adjusted proportionally unless the Parties approve another allocation in writing.

5. RENEWAL. If the continuing Parties approve a written renewal under Section 6.2, the renewal must specify the renewal term, the County-TFG Contract status, the scope of services, the fixed fee, the Party-specific allocations, the billing schedule, and any approved reimbursable-expense or optional-service authority. The County has no obligation to seek, execute, or fund a renewal of the County-TFG Contract unless all required County approvals have been obtained and advance contributions required by the County have been received.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

KITTITAS COUNTY

By: [signature]

Printed Name: Brett Wachsmith

Title: Chairman of BOCC

Date: October 6, 2026

CITY OF ELLENSBURG

By: [signature]

Printed Name: Rich Elliott

Title: Mayor

Date: 10-5-2026

CITY OF CLE ELUM

By: [signature]

Printed Name: Matthew Lundh

Title: Mayor

Date: 10/21/2026

CITY OF KITTITAS

By: [signature]

Printed Name: Sean Cadle

Title: City Councilman

Date: 10/21/2026

TOWN OF SOUTH CLE ELUM

By: [signature]

Printed Name: Jim DeVere

Title: Mayor

Date: 10/21/2026

CITY OF ROSLYN

By: [signature]

Printed Name: Jeff Adams

Title: Mayor

Date: 10/21/2026

CENTRAL WASHINGTON UNIVERSITY

By: [signature]

Printed Name: Joel Klucking

Title: SVP/CFO

Date: 11/3/26

KITTITAS COUNTY
AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter "Agreement") is entered into by and between **Kittitas County** (hereinafter "County"), a political subdivision of the State of Washington, and The Ferguson Group (hereinafter "Contractor").

The purpose of this Agreement is as follows: Assess and identify local and regional priorities and develop a strategy to meet the needs and identify specific opportunities for countywide projects, priorities, and goals through countywide platform development and grant procurement assistance.

The term of this Agreement shall be from the date of execution through December 31, 2027 unless the Agreement is terminated early or its term is extended as provided herein.

The parties' addresses and points of contact for the administration of this Agreement are as follows:

COUNTY	CONTRACTOR
205 West 5th Avenue, suite 108 Ellensburg, WA 98926	1901 Pennsylvania Ave. NW, Suite 700 Washington DC 20006
Board of County Commissioners Chairman or Vice-Chairman bocc@co.kittitas.wa.us 509-962-7508	Kristi More Managing Partner of Grants kmore@tfgnet.com 202-454-3950

This Agreement includes the following, which are attached hereto and hereby incorporated by this reference:

Attachment "A":	Scope of Work
Attachment "B":	Compensation
Attachment "C":	Insurance Requirements
Attachment "D":	General Terms and Conditions
Attachment "E":	W-9 (Contractor must complete and return to the County for payment)
Attachment "F":	Retirement Status Form (Contractor must complete and return to the County for payment *if* Contractor is an individual, as opposed to a corporate business entity)

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

KITTITAS COUNTY	**CONTRACTOR**
BOARD OF COUNTY COMMISSIONERS Chair Vice-Chair Commissioner Date: 10/6/2026 Attest: Clerk of the Board	Signature W. Roger Gwinn Printed Name CEO Title Date: 10/6/2026

County Commissioners Kittitas County Washington SEAL

ATTACHMENT "A"

SCOPE OF WORK

Kittitas County is the contracting party, payment obligor, and contract administrator under this Agreement. The services described below are intended to support countywide and shared regional priorities developed in coordination with the Kittitas County Conference of Governments, its six (6) member entities, and Central Washington University (collectively the "Consortium"). County will provide Contractor with administrative direction necessary to administer this Agreement, including direction affecting scope, budget, schedule, deliverable acceptance, and amendments. Consortium members may communicate directly with Contractor regarding local needs, project information, and recommendations related to the services. Requests that would change the scope of work, require expenditure of contract funds, or otherwise affect County's obligations under this Agreement will be coordinated through County. Consortium members are not parties to this Agreement and do not assume payment or other contractual obligations under it. Contractor may represent a Consortium member or submit materials in that entity's name only with the Consortium member's separate written authorization and coordination with County to confirm that the activity is within the scope and funding of this Agreement.

Services include:

- Dedicated TFG team with expertise across federal legislative, regulatory, and funding issues.
- Federal legislative and regulatory monitoring and analysis.
- Regional advocacy strategy development and implementation.
- Congressional outreach and coordination in support of shared regional priorities, in coordination with County as contract administrator and informed by Consortium member needs. Where representation or submission in the name of a Consortium member is requested, Contractor will obtain that entity's written authorization and coordinate with County to confirm consistency with this Agreement.
- Federal appropriations and Congressional Directed Spending (earmark) support.
- Comprehensive Strategic Funding Plan identifying federal, state, and foundation grant opportunities addressing Countywide and shared regional priorities, informed by input from Consortium member.
- Tier 2 Grant Consulting Services to support County-approved regional priorities and projects, including grant research, project development and readiness, and access to TFG's Grant Funding Hub and Grant Showcase. County will coordinate the allocation of available services in consultation with Consortium members.
- Support for and continuation of the STEER I-90 Coalition.
- Regular federal policy updates and briefings for County and Consortium members.
- Grant writing and post-award administration support available as an optional add-on service through a separate written task order or amendment.
- Dedicated TFG team with expertise across federal legislative, regulatory, and project funding issues.

TFG's fixed-fee model is structured to provide budget stability while allowing for flexibility throughout the partnership. Additional services outside this Agreement may be authorized through a written task order or amendment executed by County and Contractor. A Consortium member may also separately engage Contractor under a separate agreement, provided that the separate agreement does not create an obligation for County or use funds available under this Agreement unless separately authorized by County. TFG will provide a cost proposal for any additional services based on current-year pricing.

Consortium Member Coordination.
To support effective regional coordination, Consortium members may provide Contractor with information, local project details, priorities, and recommendations related to the services under this Agreement. County will serve

as the contract administrator for directions that affect the scope of work, contract budget, schedule, expenditure of contract funds, acceptance of deliverables, or amendment of this Agreement. Contractor may communicate directly with Consortium members in carrying out the services and shall promptly coordinate with County regarding any request that would materially affect County's obligations or Contractor's performance under this Agreement. Contractor shall not submit applications, letters, project descriptions, funding requests, advocacy materials, or other representations in the name of a Consortium member without that entity's written authorization. When such work is proposed under this Agreement, Contractor will also coordinate with County to confirm that the activity is within the authorized scope and available funding. Services outside the scope of this Agreement require a written task order or amendment executed by County and Contractor. A Consortium member may separately contract with Contractor for additional services under a separate agreement that does not obligate County or draw upon funds available under this Agreement unless County separately authorizes that use.

ATTACHMENT "B"

COMPENSATION

THE COUNTY WILL NOT PROCESS PAYMENT FOR SERVICES RENDERED UNDER THIS AGREEMENT UNTIL CONTRACTOR SUBMITS A COMPLETED W-9 (SEE ATTACHMENT "E").

For services rendered under this Agreement, the County agrees to engage the Contractor on a retainer basis for a period of fifteen (15) months. As compensation for services rendered, the County shall pay the Contractor a fixed retainer fee of $68,100, invoiced quarterly with payment due within 30 days of receipt.

Retainer fees of $68,100 shall be charged for October–December 2026, and $272,400 for calendar year 2027, for a total of $340,500 in retainer fees.

In addition, the County agrees to reimburse the Contractor for expenses, including pre-approved out-of-town travel, in-town travel, document reproduction, overnight delivery, and courier services, incurred in the performance of services, up to a maximum of $5,000

ATTACHMENT "C"

INSURANCE REQUIREMENTS

Contractor shall secure and maintain in effect at all times during performance of work under this Agreement such insurance as will protect Contractor, its employees, and agents from all claims, losses, harm, costs, liabilities, damages and expenses arising out of Contractor's performance under this Agreement, including but not limited to personal injury (including death) or property damage.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

At a minimum, Contractor shall maintain and provide proof of the following selected options:

☒ Commercial General Liability Insurance

- Coverage limits not less than:
  - $1,000,000 per occurrence, for all covered losses
  - $2,000,000 general aggregate
  - $1,000,000 products & completed operations aggregate
  - $1,000,000 personal and advertising injury, each offense
- The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.

☒ Commercial Automobile Liability Insurance

- Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if 'pollutants' are to be transported.
- Coverage limits not less than:
  - $1,000,000 combined single limit

☐ Excess or Umbrella Liability

- Contractor shall provide Excess or Umbrella Liability coverage of $5,000,000. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Automobile Insurance policy coverages. If used to meet limit requirements, coverage must be at least as broad as specified for underlying coverages, and must cover those insured in the underlying policies.
- This requirement may alternatively be satisfied through Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.
- The policy must be endorsed to include the County and its officials, employees and agents as additional insureds.
- Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits.
- There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.

☒ Workers' Compensation & Employer's Liability

- Contractor shall provide Workers Compensation and Employer's Liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

☐ Professional Liability / Errors and Omissions Liability

- Coverage limits not less than:
  - $1,000,000 each claim
- Contractor must provide evidence of this coverage on a policy form appropriate to Contractor's profession.

☐ [Other insurance coverage as deemed appropriate by either the County Risk Manager or the assigned Deputy Prosecuting Attorney. Additional insurance types which the County may need to require (non-exhaustive list): Cyber, Pollution, Aircraft, Watercraft, Liquor, Crime/Fidelity, Sexual Abuse & Molestation, Jones Act, Longshoremen/Harborworkers, Marine.]

Contractor shall furnish to the County a Certificate of Insurance, with endorsement where required above, as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor's insurance policies required above must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the County.

Contractor agrees to provide notice to the County at least thirty (30) days prior to cancellation, or any material alteration or non-renewal, of any of the above-required insurance coverages.

Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, machinery, equipment, or motor vehicles owned or utilized by Contractor, or Contractor's agents, employees, suppliers or contractors, as well as to any temporary structures, scaffolding and/or protective fences.

Contractor shall have sole responsibility for ensuring the insurance coverage and limits required herein are also obtained by any subcontractors.

NOTE: Notwithstanding any other provision(s) of this Agreement, no contract shall form under this Agreement until and unless the following are provided to the County: (1) a copy of the Certificate(s) of Insurance with all required endorsements, properly completed and in the amounts required, and (2) where requested by the County, a copy of the required insurance policies, including all required endorsements.

ATTACHMENT "D"

GENERAL TERMS AND CONDITIONS

1. **Scope of Contractor's Services**: Contractor agrees to provide to the County services as set forth in Attachment "A". No materials, labor, or facilities will be furnished by the County, unless otherwise provided herein. All work performed under this Agreement shall comply with applicable laws and regulations.

2. **Accounting and Payment**: Compensation to Contractor for services rendered under this Agreement shall be as set forth in Attachment "B". Where Attachment "B" requires payment(s) by the County, payment shall be based upon billings, supported unless provided otherwise in Attachment "B", by documentation of units of work actually performed and amounts earned, including, where appropriate, the total number of hours for the month and the total dollar payment requested. Unless specifically stated in Attachment "B", the County will not reimburse Contractor for any costs or expenses incurred by Contractor in performance of this Agreement. Where required, the County shall, upon receipt of appropriate documentation, compensate Contractor, no more often than monthly, through the County voucher system, for Contractor's services pursuant to the fee schedule set forth in Attachment "B". In the event Contractor fails to perform any of its obligations under this Agreement within the time specified herein, then the County may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise adjudicated. The County will not process payment for services rendered under this Agreement until Contractor submits a completed W-9 (See Attachment "E").

3. **Taxes**: Contractor understands and acknowledges that the County will not withhold Federal or State income taxes from payments made to Contractor. Where required by State or Federal law, Contractor authorizes the County to make withholding for any taxes other than income taxes (e.g., Medicare). All compensation received by Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations. It is the responsibility of Contractor to make its necessary estimated tax payments throughout the year, if any, and Contractor is solely liable for any tax obligation arising from Contractor's performance of this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. Contractor must pay all other taxes, including but not limited to: business and occupation tax; or taxes based on (1) Contractor's gross or net income, or (2) personal property to which the County does not hold title. The County is exempt from federal excise tax.

4. **Independent Contractor**: Contractor's services shall be furnished by Contractor as an independent contractor, and nothing stated herein shall be construed to create a relationship of employer-employee or a guarantee of future employment. Contractor acknowledges that its entire compensation under this Agreement is specified in Attachment "B", and that Contractor is not entitled to any County benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

5. **Assignment and Subcontracting**: This Agreement may not be assigned or subcontracted in whole or in part without the express prior written approval of the County.

6. **Right to Review; Maintenance of Records**: This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of the work performed under this Agreement by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, without limitation, on-site inspection, inspection of all records or other materials which the County deems pertinent, and any and all communications with or evaluation by service recipients under this Agreement. Contractor shall preserve and maintain all records

relating to this Agreement for six (6) years after termination or expiration of the Agreement, and upon request shall make them available for review by any Federal or State auditor, the County, and/or any persons authorized by the County.

7. **Modification**

7.1. This Agreement may be amended by mutual agreement of the parties. Any such amendment shall be in writing and signed by both parties.

7.2 The County may unilaterally amend this Agreement at any time by written notice ("Change Notice") to Contractor, to modify the work to be performed under this Agreement, within the general scope of the Agreement. Such changes may include, but are not limited to, changes in the exact scope of work to be performed (including modification, substitution, addition, or deletion of required tasks) and changes to the schedule of performance. If any such Change Notice causes an increase or decrease to Contractor's cost of, or the time required for, performance of the work, an equitable adjustment in the compensation to Contractor and/or in the schedule for the performance of the work shall be made by the County to reflect such an increase or decrease. Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Within thirty (30) days after receipt of any Change Notice which, in Contractor's opinion, lacks an adequate adjustment, Contractor must submit to the County a written statement requesting a modified adjustment; otherwise, Contractor will forfeit its right to any such modified adjustment. The County retains the final right to determine adjustments hereunder.

8. **Termination**

8.1 This Agreement may be terminated at any time by mutual written agreement of the parties.

8.2 The County, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for deliverables provided and/or services performed prior to the effective date of termination. An equitable adjustment in the contracted price for partially completed tasks will be made by the County, but such adjustment shall not include compensation for loss of anticipated profit on uncompleted work.

8.3 If Contractor defaults by failing to perform any of its obligations under this Agreement, or becomes insolvent, is declared bankrupt or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may, by written notice to Contractor, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated under this paragraph, Contractor shall not be entitled to receive any further payments under this Agreement until all of its obligations hereunder have been fully performed, and any extra cost or damage to the County shall be deducted from any money due or coming due to Contractor. Furthermore, in the event of termination under this paragraph, Contractor shall bear the costs of any extra expenses incurred by the County in completing the work, and all damages sustained, or which may be sustained, by the County.

8.4 Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination, except that the County shall not be obligated to pay for services that have not been performed or deliverables that have not been provided.

9. **Indemnification**

9.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from

and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal or bodily injury, sickness, disease or death, for any damage to or destruction of any property (including the loss of use resulting therefrom), and for any other claims, damages, losses, and expenses sustained by the County, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of Contractor, its employees, agents or volunteers, or Contractor's subcontractors, their employees, agents or volunteers; or (2) are directly or indirectly arising out of, resulting from, or otherwise connected with the performance of this Agreement; or (3) are based upon Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Contractor hereby expressly waives any immunity afforded by such acts. **The foregoing indemnification obligations of Contractor are a material inducement to the County to enter into this Agreement, are reflected in Contractor's compensation, and have been mutually negotiated by the parties.**

9.2 The County reserves the right, but not the obligation, to participate in the defense of any claim for damages, losses or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations contained in any section of this Agreement.

9.3 In the event Contractor enters into subcontracts to the extent allowed under this Agreement, each such subcontractor shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

10. **Venue and Choice of Law**: In the event that any litigation should arise concerning this Agreement, the venue for such action shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the laws of the State of Washington.

11. **Non-Appropriation of Funds**: If the County does not appropriate sufficient funding for this Agreement for any future fiscal period, the County will not be obligated to make payments for services performed after the end of the last fiscal period for which sufficient funding was appropriated. No penalty or expense shall accrue to the County in the event this provision applies.

12. **Contractor Commitments, Warranties, and Representations**: Contractor represents and warrants as follows:

12.1 Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.

12.2 Contractor has the authority to execute this Agreement, to make the representations and warranties set forth herein, and to perform its obligations hereunder.

12.3 This Agreement has been validly executed by an authorized representative of Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.

12.4 Contractor holds, or will obtain prior to commencing work under this Agreement, such licenses, permits and other authorizations from federal, state and local governmental authorities, or from any applicable industrial or professional certification or licensing bodies, as are necessary for the lawful performance of its obligations under this Agreement, and will maintain such throughout the term of this Agreement.

12.5 Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.

12.6 Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

12.7 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished by Contractor in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements of fact contained therein not misleading.

13. **Ownership of Items Produced**: All writings, programs, data, reports, films, recordings, or other materials prepared by Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement, shall be the sole and absolute property of the County. The County will have all rights of ownership therein, including but not limited to the right to use, copyright, trademark, and/or patent, and the ability to transfer any or all ownership rights.

14. **Intellectual Property Infringement**: Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information and/or materials supplied by Contractor infringe any intellectual property rights of any third party(ies). Contractor will pay all costs and damages attributable to any such claims finally awarded against the County in any action. Such defense and payments are conditioned upon the following: (1) Contractor shall be notified promptly in writing by the County of any notice of such claim; and (2) Contractor shall have the right hereunder, at its option and expense, to obtain for the County the right to continue using the information and/or materials that are the subject of such claim, provided no reduction in performance or loss results to the County.

15. **Use of County Name and Logo**: Contractor may not use the County's name, logo(s), trademark(s), or other identifying information, or identify the County as a current or former client, on its website or in any marketing or promotional materials without the prior written consent of the County.

16. **Disputes**: Any dispute between the parties arising under or relating to this Agreement shall be resolved informally if possible. However, in the event such a dispute cannot be so resolved, it shall be adjudicated by a dispute board ("Dispute Board") in the following manner: Each party shall appoint one member to the Dispute Board, the members so appointed shall jointly appoint an additional member to the Dispute Board, and the Dispute Board will evaluate the facts, Agreement terms, and all applicable statutes and rules, and make a determination as to the proper resolution of the dispute. Such determination shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, if agreed to in writing by both parties, the parties may forego the option of establishing a Dispute Board to adjudicate the dispute, and instead pursue arbitration, jointly selecting an arbitrator acceptable to both parties. In the event the parties choose to pursue arbitration, the parties agree that: (1) the fees and expenses of the arbitrator shall be shared equally by both parties to this Agreement, (2) each party shall bear its own costs and attorney fees, (3) arbitration shall be conducted according to the commercial arbitration procedures of the American Arbitration Association, and (4) the arbitrator's decision or award shall be final and binding on both parties.

17. **Confidentiality**: Contractor, its employees, agents and volunteers, and any of Contractor's subcontractors and their employees, agents and volunteers, shall maintain the confidentiality of all information

provided by the County or acquired by Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately provide the County notice of any judicial proceedings seeking disclosure of such information. Contractor agrees to indemnify, defend and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers from all loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. Notwithstanding the foregoing, and to the extent that any information obtained by the Contractor hereunder is required to be shared with others by the explicit terms of the Scope of Work, this provision shall not be construed as prohibiting such sharing, provided there are no applicable laws or regulations prohibiting same.

18. **Notices**: Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by email. Notices given by Contractor shall be provided to the County's point of contact listed on page 1 of this Agreement, at the address there listed, and to the department head of the county department for which services under this Agreement are rendered. Notices given by the County shall be provided to Contractor at Contractor's address listed on page 1 of this Agreement.

19. **Prevailing Wage**: Where labor to be performed under this Agreement is considered "public work" as defined in RCW 39.04.010, Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of work under this Agreement in accordance with RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the applicable locality or localities is determined by the Industrial Statistician of the Department of Labor and Industries. It is Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that Contractor is responsible for obtaining and completing all required government forms relating to prevailing wage and submitting same to the proper authorities. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for in RCW 39.12.060.

20. **Standard of Care**: Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession or industry as Contractor currently practicing or working under similar circumstances. Contractor shall, without additional compensation, correct any of its services not meeting such a standard.

21. **Nondiscrimination**

21.1 In the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such requirements apply, without limitation, to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for

training, including apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

21.2 Contractor will not discriminate against any recipient of any services or benefits provided for under this Agreement on the grounds of age, race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

21.3 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination.

22. **Waiver**: The waiver of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent default or breach, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing, signed by the parties hereto.

23. **Headings**: The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

24. **Survival**: The provisions of paragraphs 2, 3, 4, 6, 8, 9, 10, 13, 14, 15, 16, 17, 19, 20, 22, 24, and 28 of these General Terms and Conditions shall survive the completion, expiration, termination or cancellation of this Agreement for any reason.

25. **Complete Agreement**: This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, regarding the work to be performed hereunder. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made between the parties. Except as provided elsewhere in this Agreement, no modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

26. **Severability**: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared to be severable.

27. **Time**: Time is of the essence in the performance of this Agreement unless otherwise agreed between the parties in a signed writing.

28. **Construction**: This Agreement has been mutually reviewed and negotiated by the parties, and should not be construed against the drafter.

29. **Agreement Not for Benefit of Third Parties**: This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, nor is it enforceable by, any third parties.

29. **Compliance and Conflicts**: Contractor shall comply with all applicable federal, Washington, and local laws and requirements relating to lobbying, ethics, procurement, campaign finance, conflicts of interest, and grant activities. Contractor shall obtain and timely file all registrations, reports, and disclosures required for its services under this Agreement.

Contractor shall not, without County's prior written authorization, make commitments, representations, expenditures, submissions, or public statements on County's behalf, or use County's name or identifying information except as authorized or required by law.

Contractor shall promptly disclose in writing any actual or potential conflict of interest involving Contractor, its personnel, subcontractors, affiliates, or clients that could affect its performance under this Agreement. County may require appropriate mitigation or terminate the Agreement if the conflict cannot be adequately resolved.

ATTACHMENT "E"

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

The Ferguson Group

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1901 Pennsylvania Ave. NW Suite 700

Requester's name and address (optional)

6 City, state, and ZIP code

Washington, DC 20006

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 52-1953168

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Laura Cosenzo* Date 10/6/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership. C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See ***What Name and Number To Give the Requester***, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT "F"

RETIREMENT STATUS FORM

**** All Contractors who are individuals must complete and sign ****

SECTION 1: CONTRACTOR COMPLETES THIS SECTION:

Did you retire from one of the State of Washington Retirement Systems? __ Yes __ No
Did you retire before age 65 using the 2008 early retirement factors (ERF)? __ Yes __ No
Will you be receiving direct compensation for these services? __ Yes __ No
Will you be receiving indirect compensation for these services? __ Yes __ No

CONTRACTOR (Full name of contractor as in DRS filings-Please Print):_____

Signature:_____ Last Four Digits of Social Security No._____

Date:_____

SECTION 1: COUNTY COMPLETES THIS SECTION:
[Use Member Reporting Verification (MRV) to verify the past retirement membership and document below]

1. Has Contractor been a member of a Washington State Retirement System? __ Yes __ No
   If yes, which system and plan?

__ Teachers' Retirement System (TRS) __ Plan 1 __ Plan 2 __ Plan 3
__ School Employees' Retirement System (SERS) __ Plan 2 __ Plan 3
__ Public Employees' Retirement Systems (PERS) __ Plan 1 __ Plan 2 __ Plan 3
__ Public Safety Employees' Retirement System (PSERS) __ Plan 2
__ Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF) __ Plan 1 __ Plan 2
__ Washington State Patrol Retirement System (WSPRS) __ Plan 1 __ Plan 2
__ Judicial Retirement System (JRS)

2. Is Contractor a retiree of a Washington State Retirement System? __ Yes __ No
3. Did Contractor retire before age 65 using the 2008 ERF? __ Yes __ No

I have verified the information above using MRV or by contacting DRS.

COUNTY REPRESENTATIVE (Please Print):_____

Signature:_____ Date:_____

COUNTY RETAINS THIS FORM