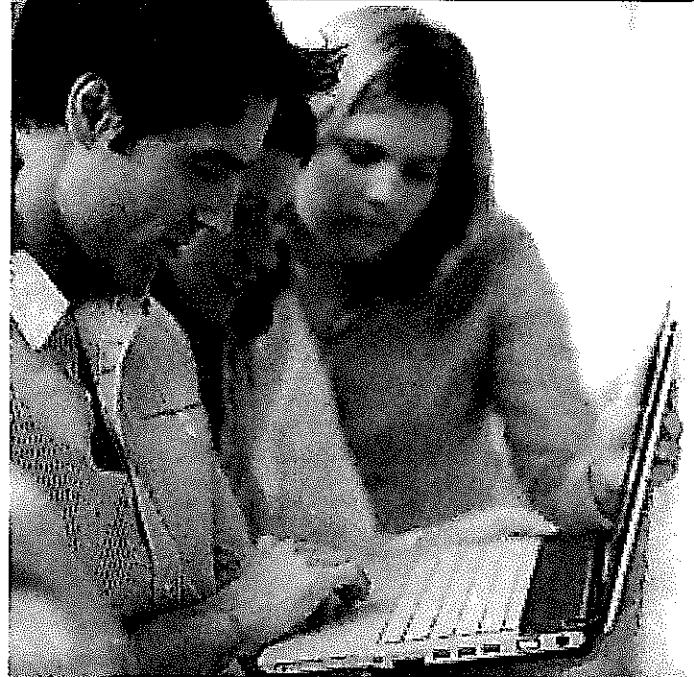


SCW Monthly Support Agreement

Prepared for:

**Michelle Zernick
Spokane Regional Clean Air
Agency
1610 S Technology Blvd
Spokane, WA 99224-5374
United States**



Prepared by:

**Erin May
SCW IT Services**

Date Prepared:

3/21/2023



621 N Argonne Rd, STE 100, Spokane Valley, WA 99212, Spokane Valley, WA 99212
509.534.1530 P
www.scwitservices.com

3/21/2023

Michelle Zernick
Spokane Regional Clean Air Agency
1610 S Technology Blvd
Spokane, WA 99224-5374
United States

Dear Michelle:

Here is the quote you requested.

Within this proposal you will find the following:

- Information about our company
- Key differentiating factors that we refer to as the 'SCW Advantage'
- Our approach to Support and Management for your solution
- A total solution summary
- Additional services we offer
- Service Agreement

Upon review, if you would like us to modify any of the contents of this proposal please feel free to contact me and I will address your requests.

Best Regards,

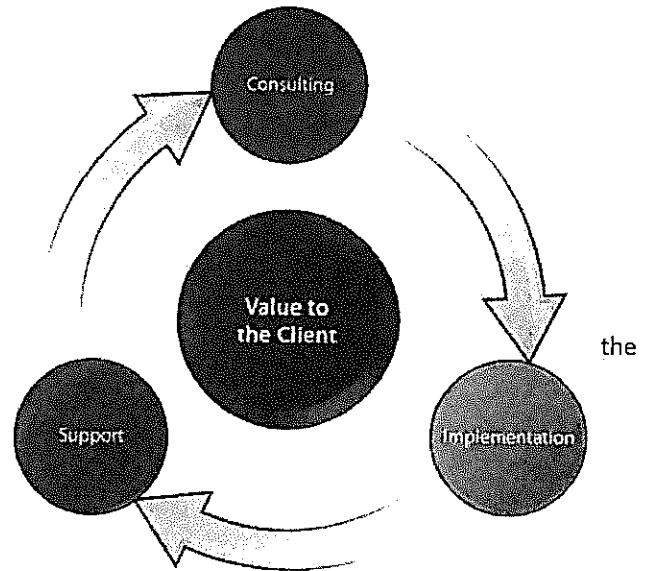
Erin May
SCW IT Services
emay@scwitservices.com
509-534-1530

About Us

SCW IT Services was founded in 1997 as Net-Works, a computer network consulting firm. We incorporated in 2000, taking the name SCW IT Services to reflect our evolving business and services. Over that 22 year evolution period, SCW IT Services has become a leading *full service* technology solutions provider.

We see ourselves as more than an 'IT Shop'; we strive to become your trusted technology advisor. By helping our clients understand and implement the technology systems that will drive more value to their organization we become more than just a 'computer guy'.

Our relationships focus on a continuous cycle of consulting > implementation > support. Since your business needs and technology constantly change, we need to periodically review the role of various systems and processes within your company. By going through some regularly scheduled consulting engagements, we can better understand challenges you face and address them in a timely manner.



Consulting

We can work with you to access your needs, engineer the right technology solution, and present you with the value that a certain technology project will bring to your organization. In addition, we can assist you with IT budgeting, staffing, and strategic planning ... all within the goal of helping you extract the maximum value out of your technical resources. Our breadth of experience is nationwide with clients varying in size from 1 to 300+ employees.

Implementation

When you have an idea of what your technical goals are, we can assist you with deploying the systems and processes that will deliver the desired results. From network hardware installations to cloud computing, SCW has a successful track record of making technology work for our clients. If you have internal technical staff, we can assist with training and project support so that they can continue to serve your day-to-day needs.

Support

In order to reap full value from a technology solution, it has to work efficiently and effectively. SCW will be there to maximize your uptime through proactive management of your systems and provide on-demand support when you need it. The support portion of the technology lifecycle allows us to gain insight as to both your business goals and challenges, allowing us to help reevaluate the effective use of technology and provide future options.

The SCW Advantage

When dealing with SCW IT Services, you can expect more from our relationship. We provide a variety of value added services, along with a corporate mind-set that truly separates us from our competitors. This is the SCW IT Services Advantage.

Courteous Office Staff

When you call our office for sales or service, you can expect to be greeted by a courteous team member who will assist in fulfilling your request.

Confidentiality

You should expect, and demand, total confidentiality from someone you entrust with your business information. All SCW employees have strict confidentiality agreements in place and comprehensive background investigations so that you can be assured that all the confidential information you share with us will be safe.

Remote Support Services

By leveraging remote support software, we can resolve your issues quicker and at a reduced cost.

Detailed Billing

All of our invoices include a summary of the tasks requested, a summary of the steps taken to complete the tasks as well as a detailed time record indicating the time spent on the tasks and the amount billed.

Online Portal

SCW provides an online portal that allows you to view all your past and current tickets. Using this tool, you can see the status and modify tickets, as well as search a knowledge base of past problems and resolutions.

Flexible Agreement Options

We understand that each business has unique technology support needs and budgets; therefore we will work with you to create a custom agreement option that meets your current and future needs.

Semi-Annual Business Review

We will meet with you twice a year (at no charge) to discuss the direction in which your business is moving, and outline a technology plan to help you budget technology expenditures and ensure you are utilizing technology in the most efficient manner.

Business Process Evaluation

We have several team members who specialize in evaluating your business processes and recommending ways in which technology can help you reduce operational costs, maximize staff productivity, and increase efficiency.

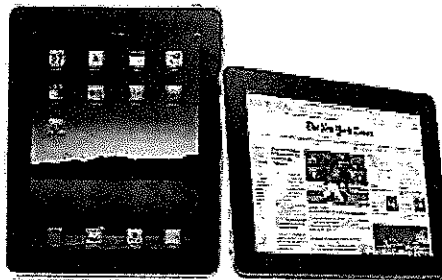
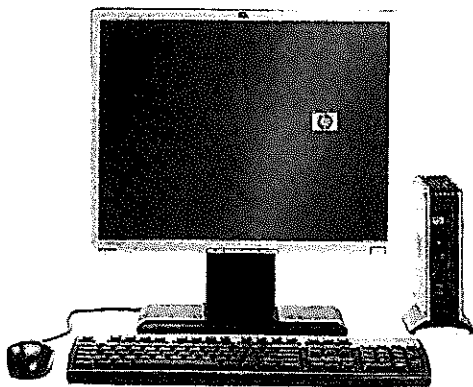
Support and Management

Traditionally, the IT support company profited when a client experienced issues. As a result, there wasn't much incentive to ensure trouble-free operations at the client site. There has also been a constant drive for upgrades, migrations, and projects.

By leveraging a combination of cloud technology and correcting this misalignment of services, we accomplish multiple goals. First and foremost, our clients have the benefit of always using the newest technology platform, allowing them to be more productive without a constant outlay of capital expenses. Second, our fixed cost support services don't allow us to profit when you have problems. Our engineers use cutting edge tools to proactively identify potential problems and address them before they cause downtime. By offering our solutions on this fixed fee model, we are incentivized to ensure that you have trouble-free operations and minimal downtime, driving efficiency and profitability in your company. In fact, the more reactive service we are called upon to perform, the less profitable our solutions become. We call it "having skin in the game" since our goals are 100% aligned with yours.

Some not-so-obvious benefits of SCW Managed Service solutions:

- Your staff will no longer live with problems that hinder productivity
- Morale will improve as technology frustration is reduced
- The in-house person you go to for "techie" stuff can now focus on his/her primary job function(s)
- You have the benefit of a "full-time" IT staff without the cost of a single employee
- Your IT staff is never on vacation, never gets sick, and doesn't require benefits



Solution Summary

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	ProCare Monthly Support		\$3,367.19
19	Managed User Support Plan - Unlimited Help Desk Support (NBH) - Unlimited Onsite Support (NBH) - Unlimited Remote Support (NBH)	\$101.50	\$1,928.50
3	Managed Server Lite - System Audit/Asset Management - Patch Management - 24x7 System Monitoring and Alerting - Disk and Storage Monitoring - Customer Portal Case Management - Proactive Server Optimization & Maintenance - Security Threat Management - Monthly Management Reports	\$50.00	\$150.00

24	Managed Workstation Lite	\$0.00	\$0.00
	<ul style="list-style-type: none"> - System Audit/Asset Management - 24x7 System Monitoring - Customer Portal Case Management - Proactive Workstation Optimization & Maintenance - Patch Management - Security Threat Monitoring - 3rd Party Patch Management (contingent upon available packages) 		
3	Managed Server Anti-Virus - ESET	\$3.00	\$9.00
24	Managed Anti-Virus - ESET	\$3.00	\$72.00
3	Network Device Monitoring and Administration	\$10.00	\$30.00
	<ul style="list-style-type: none"> - Cisco ASA 5506x - HP Switch 		
20	Managed MFA	\$4.00	\$80.00
	<ul style="list-style-type: none"> - Multi-factor authentication - push for IOS and Android - self-enrollment - protect access to on-premise apps - protect all cloud apps 		

24	AutoElevate	\$2.00	\$48.00
<ul style="list-style-type: none"> - Remove admin privileges without frustrating users - Granular Windows privilege control - Make rules that automate future requests - Malware protection - Least privilege 'Baked In' 			
28	Barracuda Essentials Compliance	\$4.73	\$132.44
<ul style="list-style-type: none"> - Industry-leading spam filtering - Virus protection using three layers of virus scanning and filtering - Ensure email continuity with a 96-hour spool for undelivered emails - Anti-phishing protection - Protection against ransomware variants including Locky and CryptoLocker - Archive messages, calendars, tasks, contacts and public folders - Archive Skype for Business conversations - Apply legal holds to emails - Outlook plug-ins 			

20	Office 365 Enterprise E3	\$23.00	\$460.00
<ul style="list-style-type: none"> - Cloud-based email using your own domain name - Shared calendars - Active Directory synchronization - 50GB user mailboxes and ability to send attachments up to 25 MB - Skype for Business - Full Desktop Office suite - ProPlus version that can be run on Remote Desktop Server - Office on PCs, tablets, and phones - OneDrive for Business with 1 TB of storage for each user - Sharepoint Team Sites - Azure Information Protection - Annual Commitment 			
1	Microsoft 365 Apps	\$8.25	\$8.25
<ul style="list-style-type: none"> - 1 TB file storage and sharing - Full, installed Office on PC/Mac - Office apps on tablets and phones - Annual Commitment 			
4	Microsoft 365 Business Basic	\$6.00	\$24.00
<ul style="list-style-type: none"> - Business class email, calendar, and contacts with 50 GB mailbox - 1 TB file storage and sharing - Online versions of Office including Word, Excel and PowerPoint - Skype for Business - Annual Commitment 			

1	Managed Backup Appliance - Backup hardware appliance - Local storage for fast backup and restore - Fully managed	\$50.00	\$50.00
3	Managed BDR - Virtual Server	\$75.00	\$225.00
2	Managed BDR - Cloud Premium Tier 1 - Offsite Business Continuity Solution - 1 TB Cloud Storage - 3 daily recovery points - Physical and Virtual Machines - Cloud Based Virtualization - Backup Verification and Reporting - 24x7 Monitoring for Backup Failure	\$75.00	\$150.00
SUBTOTAL			\$3,367.19
SALES TAX			\$75.03
MONTHLY COMMITMENT			\$3,367.19

* Pricing is based on current hardware, software, and support licensing costs and is reflective of the current number of users. Pricing may increase automatically on January 1st each calendar year with a maximum annual increase of 5% each year to cover changes in vendor costs.

Specifically excluded from this subscription unless otherwise provided as part of the agreement:

- Additional project work of any kind (initial project deployment is quoted herein).
- The cost of any parts, equipment or shipping charges of any kind
- The cost of any additional software, licensing, or software renewal/upgrade fees of any kind
- The cost of any 3rd party vendor/manufacturer support or incident fees of any kind
- Failure due to acts of God, building modifications, accidents, fire, power failures, Client misuse or other adverse environmental conditions or factors

- Network cable installation and testing of network cables
- Any pre-existing condition, as may be noted by SCW or the Client

Additional Services We Offer

As a full-service IT firm, SCW IT Services offers a host of additional services that will benefit your firm. Below are just a few examples of how we can further help your business:

IT Projects and Consulting

Have an IT project that needs to be addressed? Need a technical lead for an existing project in progress? Need to manage a company move? SCW has over 20 years of experience in project management. We can help you bring a project to fruition on time and within budget. We can also work with you on design and implementation of a new project including line of business application deployment or even a major system migration.

Exchange, Skype and Sharepoint Hosting

Take messaging and collaboration to a whole new level with hosted Exchange, Lync and Sharepoint. These products are designed with mobility in mind and will provide a powerful productivity catalyst. Make your messaging and content available anywhere.

Cloud Server

Most applications that run on your on-premise server will run on Cloud Server, Our most popular business applications include QuickBooks, Peachtree, Microsoft Project, CRM software, medical record software, legal services software, and many more. Cloud Server delivers performance and security that's perfect for small and medium-sized businesses without the upfront cost.

Cloud Storage

Need storage? We've got it. Let us host your data in our secure data centers and you get all the benefit without investing in expensive storage solutions and backup. We can provide easy access to your data from anywhere in the world from a variety of different devices.

Hosted PBX

Need a new phone system? Want increased functionality and collaboration? A hosted pbx system can provide these features without the capital expense. Our hosted pbx solutions offer enterprise class quality and reliability that will help you interact with your customers more effectively.

Ask us about free phones!

Support Services Agreement

This Agreement is by and between SCW Consulting, LLC, D.B.A SCW IT Services, a WA corporation ("we", "us", or "SCW"), and the person or entity signing below as a Customer ("you" or "Customer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

This Agreement sets forth the terms and conditions upon which SCW IT Services, will provide services (the "Services") to Customer.

I. SERVICES; OWNERSHIP OF DOCUMENTS.

SCW shall provide to Customer the services specified in "Solution Summary" attached to this Agreement. The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the SCW shall be deemed to be an employee, agent, servant or representative of the SRCAA for any purpose, and the employees of SCW are not entitled to any of the benefits the SRCAA provides for its employees. SCW will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or representatives during the performance of this Contract.

SCW shall not assign its performance under this Agreement or any portion of this Agreement.

Any reports, studies, conclusions, and summaries prepared by SCW for Customer shall become the property of Customer. SCW will retain all its rights in and to any experience, skills, industry knowledge, processes, methodologies, software, models, templates, pre-existing work, and other information, processes or materials used or created by SCW's personnel in the performance of the Services. All copyrights and other rights of intellectual property not expressly assigned to Customer are retained by SCW. SCW prohibits the use, copy, distribution, or adaptation of any proprietary materials, processes, or intellectual property without SCW's express written consent.

SCW warrants that it has authority to and does assign Customer an irrevocable transfer to Customer to use and reuse for any lawful purpose the work products created by SCW in the course of performing these services. SCW shall not be responsible for changes made in the work products by anyone other than SCW. SCW shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes.

SCW shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

II. SCOPE OF WORK AND ACCEPTANCE.

SCW shall provide the services specified in the Solution Summary to the Customer. The actual cost will fluctuate up or down as the number of users and/or computers increases or decreases. The actual number of licenses (such as Office 365, Anti-Virus, etc.) that are consumed will determine the amount of tax that will be charged.

This Agreement includes unlimited support hours for the user/items specified in the Solution Summary. If new hardware or software comes into the SRCAA environment or an existing item departs the SRCAA environment, SCW will charge additional fees. Additional charges for hardware, software, or services not specified under this agreement would be pre-approved before implementation. These charges would be outside of this Agreement.

All Services shall be deemed as accepted upon the performance thereof, unless you provide SCW, within 30 days of performance, a written notice specifying all defects or discrepancies in the quality of such Services.

III. FEE AGREEMENT.

In consideration for services rendered, CUSTOMER agrees to pay SCW fees for all services, plus expenses, as defined in the Solution Summary above. Failure of CUSTOMER to honor billing statements in a timely fashion constitutes grounds for SCW to cease services and/or withhold product(s) from CUSTOMER, but does not relieve the CUSTOMER from its obligation to pay all fees as specified herein.

IV. PAYMENT.

All fees and expenses are payable upon receipt of invoice, provided SCW has provided a W-9 form to SRCAA. Simple interest accrues on all unpaid invoices at one and one-half percent (1.5%) per month after thirty (30) days from the date of billing, but in no event shall interest exceed the maximum amount permitted by law. CUSTOMER agrees that should invoice(s) be referred for collection, CUSTOMER agrees to pay all costs of collection.

V. ENTIRE AGREEMENT; INCORPORATION OF RFP.

This AGREEMENT constitutes the entire agreement between SCW and CUSTOMER with respect to the rendering of consulting services by SCW and any oral representations or understandings not incorporated herein are excluded. This written AGREEMENT may only be modified by a writing signed by both SCW and CUSTOMER. Such amendments shall be attached to and made a part of this Agreement.

SCW's Consulting's Response to SRCAA's Request for Proposal (RFP) in specifically incorporated into this Agreement by this reference. In the event there is a conflict between a specific term in this Agreement and the Response to the Request for Proposal, the specific term in this Agreement shall prevail.

VI. GOVERNING LAW.

It is agreed that this AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

VII. LIMITATION OF LIABILITY.

It is understood and agreed by the CUSTOMER that SCW disclaims all implied warranties including without limitation, the implied warranties of merchantability and fitness for a particular purpose, and disclaims and shall not be liable for incidental and/or consequential damages and that these disclaimers have been bargained for. SCW makes no express warranties except as set forth in writing herein. CUSTOMER further understands and agrees that under no circumstances shall SCW be responsible for or guarantee results reached as a result of following Customer's direction concerning any aspect of the work contemplated herein.

Except as specifically set forth in writing to the contrary, SCW's work product shall be proprietary to and owned by SCW. SCW hereby grants to CUSTOMER a non-transferable license to utilize SCW's work product for any purpose related to the operation of CUSTOMER'S business, provided that CUSTOMER shall pay in full all sums due to SCW for services rendered under this Agreement.

Unless otherwise provided in a related addendum, (a) other than a failure of SRCAA to pay any fees owed SCW hereunder, each party's maximum liability to the other party with respect to the transactions under this agreement, regardless of

SCW Monthly Support Agreement

the form of action, shall be limited to an amount equal to the fees actually paid by SRCAA under this Agreement during the prior 12 month period, and (b) neither party shall be liable to the other party for incidental or consequential damages, including the loss of revenue or profits, regardless of whether either party was advised of the possibility of such losses in advance.

VII-A. INDEMNIFICATION/HOLD HARMLESS.

Each Party agrees that it shall defend, indemnify and hold the other Party, its Officers, Officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement by the indemnifying Party, except for injuries and damages caused by the sole negligence of the other Party.

Should a Court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the SCW and Customer, or its respective Officers, Officials, employees, and volunteers, the indemnifying Party's contractor's liability hereunder shall be only to the extent of that Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Customer acknowledges that there are circumstances, events, and actions which can affect the operation of the computer system, which are beyond the control of SCW. SCW shall not be responsible for any lost data, system failure due to hardware defects, user error, or user neglect. SCW shall not be liable to customer for any loss, expense, damages, fees or cost associated with a system failure, which is caused by any of the above events, or which is otherwise beyond the control of SCW. SCW is not expected to assume liability for actions of Customer's employees that are out of the control of the Vendor.

VII-B. INSURANCE.

SCW shall obtain and/or maintain commercial general liability insurance with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. SCW shall also require its employees to maintain automobile liability coverage, and SCW shall obtain and/or maintain an automobile umbrella policy with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

The foregoing insurance is to be placed with Insurer's with a current A.M. best rating of not less than A:VII. SCW shall furnish Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of SCW before commencement of the work. SCW shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for SCW. Upon request from Customer, SCW shall provide evidence of such insurance.

VIII. BILATERAL NO-HIRE.

Without the prior written consent of the other party, neither party will hire or solicit the other party's employees, agents, or subcontractors until twelve (12) months after the date the person was last involved in any activity related to the CUSTOMER. The foregoing provision will not prohibit a general solicitation of

employment in the ordinary course of business or prevent either party from employing any employee who contacts such party without direct or indirect solicitation or encouragement from such party.

IX. NON-DISCLOSURE.

The following provisions apply to Proprietary Information which one party ("Discloser") discloses to the other party ("Recipient") pursuant to this Agreement.

1. "Proprietary Information" means non-public information of competitive or commercial value to the Discloser and personal or medical information regarding the Discloser's employees, customers, patients and staff which either
 - (a) the Discloser has designated as confidential (by legend or other reasonable means); or
 - (b) a reasonable person would recognize as a confidential or proprietary in nature.
2. Recipient will hold the Proprietary Information in confidence and will exercise reasonable care to protect it, using not less than the degree of care taken by the Recipient in the protection of its own Proprietary Information. Proprietary Information will be disclosed only to Recipient's employees and representatives on a need to know basis. Recipient shall advise its employees and representatives to whom it discloses Proprietary Information of their obligations under this Agreement and shall be responsible for any breach of this Agreement by those employees and representatives.
3. Recipient may disclose Proprietary Information to the extent required by law. However, the recipient will give the Discloser prompt written notice to allow the Discloser a reasonable opportunity to obtain a protective order.
4. SCW does not wish to have unauthorized access to proprietary or confidential material owned by any third party. Client agrees not to disclose such third party information to SCW in any way that is not consistent with the terms of any license or other legal rights of the third party.
5. The obligations of this Section also bind and apply to the Proprietary Information of subsidiaries and affiliates of SCW and Customer.

X. WORK PRODUCT.

Except as specifically set forth in writing to the contrary, SCW's work product shall be proprietary to and owned by SCW. SCW hereby grants to CUSTOMER a non-transferable license to utilize SCW's work product for any purpose related to the operation of CUSTOMER'S business, provided that CUSTOMER shall pay in full all sums due to SCW for services rendered under this AGREEMENT.

XI. DISPUTES.

In the event of a dispute between the Parties, the Parties agree that they will first endeavor to resolve the dispute through direct discussions. If the dispute cannot be resolved through direct discussions, the Parties agree to mediate the dispute using a neutral, mutually agreed third party mediator. Each Party agrees to pay one-half of the mediator's fee and their own attorney's fees. If the dispute is not resolved at mediation, the Parties agree that the venue and jurisdiction shall be with the Superior Court in and for Spokane County, Washington. The substantially

SCW Monthly Support Agreement

prevailing Party shall be entitled to an award of reasonable attorney's fees.

XII. SEVERABILITY.

If this AGREEMENT or any of its provisions is held to be invalid, void, unenforceable or inapplicable to any particular type of claim or situation, this AGREEMENT and/or its remaining provisions nevertheless will continue in full force and effect as to other claims, without being impaired or invalidated in any way. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict, and shall be deemed modified to conform to such statutory provision.

XIII. TERM.

The term of this AGREEMENT will commence upon the execution by both parties, and continues for a period of one (1) year. Thereafter, this Agreement automatically continues for successive one-year terms, unless canceled in writing upon not less than thirty (30) calendar days' prior notice to the other party, for a maximum of three (3) total years (two 1 year renewals)

XIV. TERMINATION.

This Agreement may be terminated by either party prior to expiration of the then current Term as follows:

1. Termination for Cause- In the event of any breach which is not remedied within 20 days after the breaching party receives written notice from the other party of the breach with sufficient description of the nature of the breach. Upon termination under this provision, the Customer shall be responsible for any pre-paid licensing fees incurred in its behalf.
2. Termination Without Cause- Notwithstanding the Term provision at Article XIII, either party may terminate this Agreement on 30 days written notice given to the other. In the event of termination under this provision by Customer, the foregoing obligations shall apply:
 - a. If termination occurs during the first 30 days of this Agreement, Customer shall be responsible for any pre-paid licensing fees.
 - b. If the termination occurs after the first 30 days, Customer will be responsible for any pre-paid licensing fees and shall be required to pay to SCW the fees for 1 month of the Agreement to cover

setup costs.

3. For a Period of 60 Days- After the 30 day notice is given, per paragraphs XIV (1) or (2), SCW will assist with the transition of data. After Agreement is terminated, SCW and hosted service vendor shall provide data and assistance to Customer, provided the Customer pays for any hosting charges and hourly service fees for SCW time and knowledge.
4. Notices issued pursuant to this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

XV. EQUAL OPPORTUNITY COMPLIANCE.

SRCAA is an equal opportunity employer. SCW, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or vendor's race, color, religion, national origin, ancestry, sex, sexual preference, age, physical or mental disability that can be reasonably accommodated without undue hardship or any other characteristic protected by Federal, State or local law. SCW agrees that it will comply with all Federal, State and local non-discrimination laws and regulations in effect at the time this Agreement is in effect. Such action shall include, but not be limited to: recruitment or recruitment advertising, hiring, employment, upgrading, demotion or transfers, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships

In addition to the foregoing nondiscrimination and affirmative action compliance requirements, SCW shall comply with Federal, State and local laws, Statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes and similar subjects. SCW shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. SCW is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. SCW is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. SCW acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to SRCAA may result in the delay or negation of this Agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

Spokane Regional Clean Air Agency
1610 S. Technology Blvd., Suite 101,
Spokane, WA 99224

Scott K. Windsor
Signature

Scott K. Windsor 7/7/2023
Printed Name/Title Date
Executive Director

SCW Consulting, LLC
621 N. Argonne Rd., Ste. 100
Spokane Valley, WA 99217

[Signature]
Signature

R. Erin May 7/6/2023
Printed Name/Title Date
Operations Manager