



SELAH CITY COUNCIL

Regular Meeting

April 23, 2024

5:30 p.m.: Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, Public Hearings, Ordinances and Resolutions
– will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.

A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: April 23, 2024
5:30 p.m.: Regular Meeting

Mayor:
Mayor Pro Tempore
and Councilmember:
Councilmembers:

Roger Bell
Kevin Wickenhagen
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
Michael Costello
David Monaghan
Rich Huebner
Rob Case
Kimberly Grimm

City of Selah
115 W. Naches Ave.
Selah, WA 98942

City Administrator:
City Attorney:
Clerk/Treasurer:

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Mark Williams from Selah United Methodist Church**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each): None
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/announcements - None**

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Rich Huebner * Approval of Minutes from April 09, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims and Payroll
- C. Rocky Wallace * Resolution Ratifying the Mayor’s DocuSign Execution of a Grant Agreement with the Washington State Department of Commerce Relative to the City’s Wastewater Treatment Plant Improvements Project
- D. Rocky Wallace * Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Surface Transportation Block Grant (STBG) Application, for a Roadway Resurfacing Project on First Street from Fremont Avenue to Yakima Avenue and Improvements to the Signalized Intersection at First Street and Naches Avenue
- E. Rocky Wallace * Resolution Authorizing Public Works to Purchase a New Vector Truck
- F. Dan Christman * Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Kittitas County for Corrections/Detention Services

11) **Public Hearings – None**

12) **General Business**

- A. New Business - None
- B. Old Business - None

13) **Resolutions**

14) **Ordinances – None**

15) **Reports/Announcements**

- A. Departments
- B. Councilmembers, personally and on behalf of committees and boards
- C. City Attorney
- D. City Administrator - Administrator's Report – LTAC Contracts
- E. Mayor or Presiding Officer, personally and on behalf of committees and board

16) **Executive Session – None**

17) **Closed Session – None**

18) **Adjournment**

Next Regular Study Session: May 14, 2024

Next Regular Meeting: May 14, 2024



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/23/2024

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from April 09, 2024 Council Meeting

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

City of Selah | City Council
Regular Meeting Minutes
April 09, 2024

Call to Order:

Mayor Bell called the meeting to order at 5:30 p.m.

Roll Call:

Councilmembers Present: David Monaghan (arrived at 5:32 p.m.), Clifford Peterson, Elizabeth Marquis, Michael Costello, Kevin Wickenhagen, William Longmire

Councilmember Absence: Jared Iverson

Staff Present: Rich Huebner, City Administrator; Rob Case, City Attorney; Daniel Christman, Police Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; Zack Schab, Recreation Director; and Jennifer Leslie, Permit Technician.

Pledge of Allegiance was said by all in attendance

Invocation:

Mark Soptich from Latter Day Saints provided prayer.

Comments from the Public:

Katrina Henkle from the Selah Downtown Association started by passing out updated business maps and shared where they can be found around town and on the website. The SDA hosted a meeting at City Hall talking about ways to support the Economic Ecosystem and small businesses in Selah. The survey is still open and all Small Business and Entrepreneurs are encouraged to participate. Other updates included a reminder about the SDA rummage sale and the announcement that the SDA is doing a Color Run at Selah Community Days.

Then, Kelliann Ergeson and Carol Holden, from Selah Parks and Recreation Service Area (SPRSA), provided an update on the pool operation. Kelliann shared that SPRSA is considering a Maintenance and Operation levy to allow the continued operation of the pool. Carol adds that if the community wants the pool open, the public needs to know that SPRSA will need the levy to pass. SPRSA will be at Community Days.

Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Mayor Bell presented the stipulations of the Consent Agenda. Councilmember Peterson moved to approve the Consent Agenda. Councilmember Costello seconded. Mayor Bell restated the motion and asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion. By voice vote motion carries.

Approved Consent Agenda:

- A. Rich Huebner * Approval of Minutes from March 26, 2024 Study Session and Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Approval of Minutes from March 05, 2024 and March 19, 2024 Planning Commission Meetings
- D. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board (TIB) Updated Cost Estimate for the East Goodlander Road / Lancaster Road Traffic Signal Project
- E. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Contract with Northeast Electric, LLC, Related to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
- F. Rich Huebner * Resolution authorizing the Mayor sign a 34-page Interagency Agreement with Yakima County for reimbursement of expenses related to the acquisition, installation, and implementation of Flock Automated License Plate Reader Cameras

Resolutions

13-A. Resolution authorizing the Mayor to sign two four-page Professional Services Contracts to (1) Reestablish the Professional Services Relationship with the City's Hearing Examiner, and (2) Establish a Hearing Examiner Pro Tem

Introduced by Mayor Bell. Presented by Community Development Supervisor, Jeff Peters. After presentation,

Councilmember Wickenhagen moved to approve the Resolution as presented. Councilmember Costello seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Ms. Leslie. Jennifer Leslie called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – yes; Councilmember Longmire – yes; Councilmember Iverson – absent. Motion passes.

13-B. Resolution Authorizing the Mayor to “Task Order No. 2024-04” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the Civic Center Remodel Project

Introduced by Mayor Bell. Presented by Public Works Director, Rocky Wallace. After presentation,

Councilmember Marquis asked to clarify that the \$85,000 ARPA funds were being deducted from the \$250,000 budgeted. Mr. Wallace stated that is correct. Mr. Huebner added that Mayor Bell, Councilmember Wickenhagen and himself spoke with elected officials during their trip to Olympia about the additional renovations for the Civic Center, what isn't completed will then be requested in future state funding to help complete the project.

Councilmember Costello moved to approve the Resolution as presented. Councilmember Peterson seconded. Mayor Bell restated the motion and asked Council for discussion.

Mayor Bell added that Rob Case was at the presentations as well. Councilmember Costello asked if ADA compliance will be done first. Mr. Wallace replied yes some and other renovations. Councilmember Costello then asked if that will take care of most all of the ADA work list. Mr. Wallace states part of it, other restrooms need ADA updates.

Hearing no further discussion, Mayor Bell requested roll call from Ms. Leslie. Jennifer Leslie called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – yes; Councilmember Longmire – yes; Councilmember Iverson – absent. Motion passes

13-C. Resolution establishing the City’s intention to execute a contract with a consultant firm to complete the Climate Element of the City’s future Comprehensive Plan

Presented by City Administrator, Rich Huebner. After presentation,

Councilmember Costello asked if it would benefit the City to stay with Beckwith. Mr. Huebner said it could be a benefit because we have one element finished by Beckwith and know his style. Mr. Peters added that the Beckwith contract has extra climate studies and detailed data to help later with the comp plan. Councilmember Longmire asked how many elements there are. Mr. Huebner and Mr. Peters stated 6 to 8 different elements. Councilmember Wickenhagen stated that the park plan was done by HLA. Mr. Peters shared that the park plan is not part of the comp plan elements.

Councilmember Marquis asked if the Administration had intended for Beckwith to complete the other elements. Mr. Huebner said yes and in general practice continuity is ideal. Councilmember Peterson asked if YVCOG would be a firm that staff would reach out to with Option B. Mr. Huebner answered yes. Councilmember Marquis shared the concern of Beckwith being out of town versus other firms in our valley, should the money stay in our communities. Mr. Huebner

responded that the most qualified firm is the best option. Councilmember Marquis asked if Beckwith would be designate the grant funds like YVCOG or would the City hold the funds. Mr. Huebner said that is only the YVCOG scenario.

Councilmember Wickenhagen clarified that funds to YVCOG are not pooled and are only used for Selah. The Beckwith contract has all \$150,000 allocated, there is no scenario of having left over funds. Mr. Huebner stated that the Beckwith contract had additional studies included. Councilmember Longmire states that if YVCOG is chose we would get an individualized plan. Mr. Huebner said it would be a regional plan, if the city wants to be more restrictive another consultant can be hired or Mr. Peters can work on it. Councilmember Wickenhagen said that is not correct. Councilmember Longmire states that Chris is shaking her head, can we have her up here. Councilmember Wickenhagen states it is not regional, each plan is designed for the individual city. Councilmember Costello stated we have not seen anything. Mr. Huebner said right, there has been no scope of work. Councilmember Longmire asked Chris to come up to provide clarification. Councilmember Costello asked if there would be a breach of contract with Beckwith. Mr. Huebner answered no there is not, the contract was for the HAP.

Chris Wickenhagen, with YVCOG, came to the podium. She stated that it is not a regional climate plan, funding can be used until 2029 after the 2026 comp plan completion to continue climate element implementations. There is no reimbursement if the funds are not used. YVCOG is just an extension of city staff. Councilmember Marquis asked what the time frame is. Mrs. Wickenhagen shared that the full scope of work is not needed, just the letter of intent signed by the Mayor and the next period of tasks submitted to Commerce. Mr. Longmire asked if YVCOG could also do the extra steps requested like were presented in the Beckwith contract. Mrs. Wickenhagen said she would have to ask Bryon but yes, we work for you. Councilmember Longmire stated that he like that YVCOG is local. Councilmember Costello stated that if we had gone with YVCOG to begin with, we would not be in this boat.

Councilmember Longmire moved to approve the Resolution as presented using Option D with removal of the Professional Services Agreement. Councilmember Costello seconded. Mayor Bell restated the motion and asked Council for discussion.

Mr. Huebner stated the Interlocal Agreement with YVCOG will need to be updated, even though not directly tied to the climate element. Councilmember Marquis followed for a point of discussion that Beckwith has already invested time and it may be a waste of time to start a new contract. Councilmember Peterson asked if Beckwith has done anything with the climate element. Mr. Huebner stated that Beckwith did do all of the work on our behalf for the grant application. Councilmember Costello asked if we will owe Beckwith. Councilmember Wickenhagen stated that we don't owe him, we didn't sign the contract. Mr. Peters answered that there are no monies owing.

Hearing no further discussion, Mayor Bell requested roll call from Ms. Leslie. Jennifer Leslie called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – no; Councilmember Costello – yes; Councilmember Wickenhagen – abstain,

relationship with the Director of YVCOG; Councilmember Longmire – yes; Councilmember Iverson – absent. Motion passes

Agenda Change

Mayor Bell asked if anyone had any objections with YVCOG presenting tonight, hearing no objection. Mayor Bell introduced Kris Wickenhagen with YVCOG.

Mrs. Wickenhagen shared the results of the workshop. The priorities identified were the Police Station, Civic Center Refresh, and Community Engagement Education Outreach Technology Website. She shared the City Council’s Core Values, “the City of Selah Council is committed to being engaged, honest, forward thinking, and fiscally responsible in representing our community”. Mrs. Wickenhagen thanked the Council for letting her facilitate the workshop and had a great time.

13-D. Decision on “Appeal” of Code Enforcement Decision

Introduced by Mayor Bell. Presented by City Attorney, Rob Case. After presentation,

Councilmember Peterson moved to approve the Resolution as presented. Councilmember Monaghan seconded. Mayor Bell restated the motion and asked Council for discussion.

Mr. Longmire pointed out that Ord. 2205 passed September 12, 2023, the code complaint was filed on September 15, 2023, the change to Ord. 2205 was published in the Yakima Herald on September 22, 2023, and did not take effect 9/27/2023. Section 111.5 2018 Edition and 6.75 were not the chapters or codes the complaint was filed under. It was not part of the Municipal Code at the time. Mr. Case suggest that he will this bring back to the April, 23, 2024 Council meeting if there are not any objections.

Councilmember Peterson withdrew his motion, Councilmember Monaghan withdrew his second.

During City Attorney Report: Mr. Case stated that the appeal was filed in October after 111.5 of the Property Maintenance code was adopted. Mr. Longmire wanted to clarify that the code complaint looks like it was filed under the 111.5, which it was not. Mr. Case is confident in the way the Resolution is written.

Councilmember Peterson moved to approve the Resolution as presented. Councilmember Monaghan seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Ms. Leslie. Jennifer Leslie called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – present; Councilmember Longmire – abstain, conflict of interest; Councilmember Iverson – absent. Motion passes.

13-E. Resolution Approving New Collective Bargaining Agreement with Police Sergeants and Officers for 2024-2026

Introduced by Mayor Bell. Presented by City Attorney, Rob Case. After presentation,

Councilmember Costello moved to approve the Resolution as presented. Councilmember Peterson seconded. Mayor Bell restated the motion and asked Council for discussion.

Councilmember Wickenhagen asked what was in the budget for salary increase. Mrs. Grimm stated 5%. Mr. Case added that if wages go up so do taxes.

Hearing no further discussion, Mayor Bell requested roll call from Ms. Leslie. Jennifer Leslie called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – yes; Councilmember Longmire – yes; Councilmember Iverson – absent. Motion passes.

13-F. Resolution Approving New Collective Bargaining Agreement with Police Clerks and Limited-Commissioned Officers for 2024-2026

Introduced by Mayor Bell. Presented by City Attorney, Rob Case. After presentation,

Councilmember Wickenhagen moved to approve the Resolution as presented. Councilmember Monaghan seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Ms. Leslie. Jennifer Leslie called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – yes; Councilmember Longmire – yes; Councilmember Iverson – absent. Motion passes.

13-G. Resolution Approving New Collective Bargaining Agreement with Public Works Department Union Employees for 2024-2026

Introduced by Mayor Bell. Presented by City Attorney, Rob Case. After presentation,

Councilmember Costello moved to approve the Resolution as presented. Councilmember Wickenhagen seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Ms. Leslie. Jennifer Leslie called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – yes; Councilmember Longmire – yes; Councilmember Iverson – absent. Motion passes.

Staff Reports:

The following staff members provided a department report:

- Community Development Supervisor, Jeff Peters
- Public Works Director, Rocky Wallace
- Clerk/Treasurer, Kimberly Grimm
- Police Chief, Dan Christman
- City Administrator, Rich Huebner

Mr. Huebner thanks Jennifer Leslie and Laura Conger for their help in the interim.

Mr. Huebner shared that 24 applications for the Utility Billing Specialist position came in with 22 being complete. 7 applicants have been selected for the interview process being conducted Friday and Monday. There have been 9 City Clerk applications so far with the first review starting April 10th. The HR/Community Outreach Coordinator position may remain open past April 10th, only 4 applications have been received with only 2 complete. The Police Lieutenant position is posted closing April 19th. There have not been any applications received yet. The timeline for this position ensures that all the steps are completed to by the May Civil Service meeting, the recruitment and Civil Service process continues. Mr. Huebner, Mayor Bell, and Mr. Case will meet with the SDA Executive Board April 15th to discuss the contractual arrangement for funds contributed to the SDA from the City.

Councilmember Reports:

- Councilmember Peterson shared he missed the Fire Commissioners meeting and SPRSA will meet next Monday.
- Councilmember Marquis attended the School District Board meeting, mostly admin items on their agenda, a financial audit went well, and they received a 100% for bus route efficiency from a review.
- Councilmember Costello went with Emergency Management on a field trip to Benton and Franklin County to their emergency operation centers. Yakima County is the largest county on the east side of the state that does not have a warm EOC.
- Councilmember Wickenhagen attend the SDA meeting, it was eye opening with what the SDA does and shows where there needs to be a stronger partnership with the City, SDA, and other organizations. He also attended the Tourism Board meeting, they are offering classes that the breweries and wineries could take advantage of.
- Councilmember Longmire will participate in the SPRSA campaign meeting and reports there will be a pool cleaning day on May 4th.
- Mayor Bell stated that hearing back from the US Senators Cantwell and Murray is really exciting news. He thanked Mike for the new timer so the speaker can see how much time they have left. Last week a couple interesting things came up in a webinar, a very serious issue they call high jacking a council meeting becoming vulgar, using slang and vial language, which you cannot stop them. If you have a time limit you should not routinely

extend it to help in this situation. The other thing you need to follow closer to Robert’s rules. Mayor Bell thanked the staff and is proud of them in the recent transitions.

City Attorney Report:

Mr. Case stated that the City has 2 pay periods from the date the CBAs are signed to retro pay the union members. The pay dates will change in the future to the 7th and 22nd of each month instead of the 15th and last day of the month. The Supreme Court is changing the cap on the amount of cases Public Defenders can have each year from 400. This year through March the case count is 128 cases. The City may need to contract another Public Defender in the future.

Mr. Case let the Council know that he is ready to speak on agenda item 13-D if the Council would like to move forward. See 13-D. Decision on “Appeal” of Code Enforcement Decision.

Adjournment

Councilmember Costello moved to adjourn the meeting. Councilmember Wickenhagen seconded. Mayor Bell adjourned.

Meeting ended at 8:14 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Kevin Wickenhagen, Councilmember

William Longmire, Councilmember

Jared Iverson, Councilmember

ATTEST:

Kimberly Grimm, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/23/2024

Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

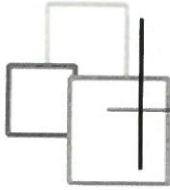
Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None



Accounts Payable Register 4/9/2024

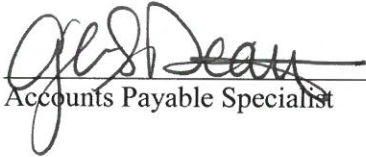
Fiscal: 2024
Deposit Period: 2024 - APR
Check Period: 2024 - APR - 1ST COUNCIL

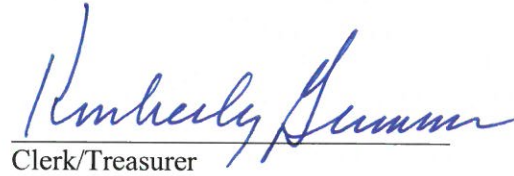
Number	Name	Print Date	Clearing Date	Amount
Banner Bank	1306024212			
Check				
<u>181429</u>	Washington Teamsters Welfare Trust	4/1/2024		\$56.88
<u>181430</u>	Medstar Cabulance, Inc.	4/9/2024		\$0.00
<u>181431</u>	Washington State Department of Licensing	4/9/2024		\$201.00
<u>181432</u>	Washington State Patrol	4/9/2024		\$148.00
<u>181433</u>	Alessandra Moreno	4/9/2024		\$60.00
<u>181434</u>	Anatek Labs	4/9/2024		\$201.00
<u>181435</u>	Autozone	4/9/2024		\$126.84
<u>181436</u>	Basin Disposal Of Yakima, LLC	4/9/2024		\$88,408.89
<u>181437</u>	Beckwith Consulting Group	4/9/2024		\$9,265.00
<u>181438</u>	Bill Harris Used Cars Inc	4/9/2024		\$899.37
<u>181439</u>	C & H Hardware, Inc.	4/9/2024		\$10.81
<u>181440</u>	Card Service Center	4/9/2024		\$2,759.97
<u>181441</u>	CBC Custom Embroidery & Digital Art	4/9/2024		\$301.08
<u>181442</u>	Centerpoint Language Services	4/9/2024		\$400.00
<u>181443</u>	Central Chain & Transmission, Inc.	4/9/2024		\$345.36
<u>181444</u>	Centurylink	4/9/2024		\$154.98
<u>181445</u>	Charter Communications	4/9/2024		\$183.82
<u>181446</u>	City of Selah	4/9/2024		\$15,820.75
<u>181447</u>	City of Yakima	4/9/2024		\$4,000.00
<u>181448</u>	Code Publishing Company	4/9/2024		\$1,644.01
<u>181449</u>	Consolidated Communications	4/9/2024		\$2,002.67
<u>181450</u>	Core & Main LP	4/9/2024		\$2,374.05
<u>181451</u>	Culligan Yakima	4/9/2024		\$194.83
<u>181452</u>	CWA Consultants	4/9/2024		\$600.00
<u>181453</u>	Daniel Polage	4/9/2024		\$9,000.00
<u>181454</u>	Department of Retirement Systems	4/9/2024		\$27.13
<u>181455</u>	GS Long Co, Inc.	4/9/2024		\$1,980.16
<u>181456</u>	HD Fowler Company	4/9/2024		\$675.43
<u>181457</u>	Helliesen Lumber & Supply	4/9/2024		\$1,285.59

<u>181458</u>	Helms Hardware Company	4/9/2024	\$1,122.65
<u>181459</u>	Jeff Peters	4/9/2024	\$679.71
<u>181460</u>	KCDA Purchasing Cooperative	4/9/2024	\$1,083.74
<u>181461</u>	Kelley's Tele-Communications	4/9/2024	\$140.20
<u>181462</u>	Kubwater Resources, Inc.	4/9/2024	\$6,084.13
<u>181463</u>	Margita A. Dornay, Attorney at Law	4/9/2024	\$8,000.00
<u>181464</u>	Minuteman Press	4/9/2024	\$74.10
<u>181465</u>	NCL of Wisconsin, Inc.	4/9/2024	\$1,069.59
<u>181466</u>	Northwestern Auto Glass, Inc.	4/9/2024	\$92.06
<u>181467</u>	ODP Business Solutions, LLC	4/9/2024	\$721.17
<u>181468</u>	One Call Concepts	4/9/2024	\$32.76
<u>181469</u>	Operation Omni Janitorial Service	4/9/2024	\$5,460.04
<u>181470</u>	O'Reilly Automotive Inc	4/9/2024	\$158.45
<u>181471</u>	Pointe Pest Control	4/9/2024	\$216.60
<u>181472</u>	Protime Sports, Inc.	4/9/2024	\$8,861.69
<u>181473</u>	Ricoh USA, Inc.	4/9/2024	\$43.19
<u>181474</u>	RWC International	4/9/2024	\$8,573.23
<u>181475</u>	Selah Community Days Association	4/9/2024	\$2,069.47
<u>181476</u>	Senske Services	4/9/2024	\$66.55
<u>181477</u>	Sherwin-Williams	4/9/2024	\$2,046.24
<u>181478</u>	Six Robblees' Inc.	4/9/2024	\$29.20
<u>181479</u>	TransUnion Risk & Alternative Data Solutions, Inc.	4/9/2024	\$81.23
<u>181480</u>	Uniforms Northwest	4/9/2024	\$568.58
<u>181481</u>	US Postmaster	4/9/2024	\$971.49
<u>181482</u>	USA BlueBook	4/9/2024	\$626.44
<u>181483</u>	Valentino Nanamkin	4/9/2024	\$50.00
<u>181484</u>	Valley Septic Services LLC	4/9/2024	\$68.00
<u>181485</u>	Valvoline Instant Oil Change	4/9/2024	\$55.21
<u>181486</u>	Veolia Water Technologies Treatment Solutions USA Inc	4/9/2024	\$2,426.74
<u>181487</u>	Vestis First Aid & Safety	4/9/2024	\$1,149.61
<u>181488</u>	Vic's Auto & Supply	4/9/2024	\$272.43
<u>181489</u>	Ward Diesel Filter Systems	4/9/2024	\$11,686.18
<u>181490</u>	Washington State Department of Ecology Cashiering Section	4/9/2024	\$2,570.03
<u>181491</u>	Yakima Battery & Auto Electric	4/9/2024	\$105.16
<u>181492</u>	Yakima County Sheriff's Office	4/9/2024	\$31,402.77
<u>181493</u>	Yakima Herald Republic	4/9/2024	\$498.75
<u>181494</u>	Yakima Worker Care	4/9/2024	\$382.00
<u>181495</u>	Consolidated Communications	4/9/2024	\$585.56
<u>181496</u>	Medstar Cabulance, Inc.	4/9/2024	\$12,289.88
		TotalCheck	\$255,542.45
		TotalI306024212	\$255,542.45
		Grand Total	\$255,542.45

Claims Voucher/Check Approval

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.


Accounts Payable Specialist


Clerk/Treasurer

Subscribed this 9th day of April, 2024

The following voucher/checks are approved for payment:

Voucher/check numbers 181429 through 181496 Total \$ 255,542.45

CHECK REGISTER

Time: 09:58:35 Date: 04/19/2024

04/15/2024 To: 04/15/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
321	04/15/2024	Payroll	1	EFT		1,555.43	Apr 1-15 2024 Pay Period
323	04/15/2024	Payroll	1	EFT		2,128.72	Apr 1-15 2024 Pay Period
324	04/15/2024	Payroll	1	EFT		1,947.16	Apr 1-15 2024 Pay Period
325	04/15/2024	Payroll	1	EFT		2,567.50	Apr 1-15 2024 Pay Period
326	04/15/2024	Payroll	1	EFT		1,604.65	Apr 1-15 2024 Pay Period
327	04/15/2024	Payroll	1	EFT		1,726.01	Apr 1-15 2024 Pay Period
329	04/15/2024	Payroll	1	EFT		1,948.46	Apr 1-15 2024 Pay Period
330	04/15/2024	Payroll	1	EFT		4,814.44	Apr 1-15 2024 Pay Period
331	04/15/2024	Payroll	1	EFT		2,175.87	Apr 1-15 2024 Pay Period
334	04/15/2024	Payroll	1	EFT		66.31	Apr 1-15 2024 Pay Period
336	04/15/2024	Payroll	1	EFT		2,050.90	Apr 1-15 2024 Pay Period
337	04/15/2024	Payroll	1	EFT		4,281.31	Apr 1-15 2024 Pay Period
339	04/15/2024	Payroll	1	EFT		3,924.91	Apr 1-15 2024 Pay Period
340	04/15/2024	Payroll	1	EFT		1,285.89	Apr 1-15 2024 Pay Period
341	04/15/2024	Payroll	1	EFT		2,107.40	Apr 1-15 2024 Pay Period
342	04/15/2024	Payroll	1	EFT		639.07	Apr 1-15 2024 Pay Period
343	04/15/2024	Payroll	1	EFT		2,745.91	Apr 1-15 2024 Pay Period
344	04/15/2024	Payroll	1	EFT		1,778.75	Apr 1-15 2024 Pay Period
345	04/15/2024	Payroll	1	EFT		2,115.07	Apr 1-15 2024 Pay Period
347	04/15/2024	Payroll	1	EFT		2,040.60	Apr 1-15 2024 Pay Period
349	04/15/2024	Payroll	1	EFT		656.46	Apr 1-15 2024 Pay Period
353	04/15/2024	Payroll	1	EFT		894.61	Apr 1-15 2024 Pay Period
354	04/15/2024	Payroll	1	EFT		2,217.01	Apr 1-15 2024 Pay Period
355	04/15/2024	Payroll	1	EFT		3,374.62	Apr 1-15 2024 Pay Period
356	04/15/2024	Payroll	1	EFT		1,549.81	Apr 1-15 2024 Pay Period
358	04/15/2024	Payroll	1	EFT		1,942.93	Apr 1-15 2024 Pay Period
359	04/15/2024	Payroll	1	EFT		2,676.76	Apr 1-15 2024 Pay Period
360	04/15/2024	Payroll	1	EFT		2,569.79	Apr 1-15 2024 Pay Period
361	04/15/2024	Payroll	1	EFT		208.00	Apr 1-15 2024 Pay Period
362	04/15/2024	Payroll	1	EFT		81.81	Apr 1-15 2024 Pay Period
365	04/15/2024	Payroll	1	EFT		2,077.59	Apr 1-15 2024 Pay Period
367	04/15/2024	Payroll	1	EFT		3,327.04	Apr 1-15 2024 Pay Period
368	04/15/2024	Payroll	1	EFT		1,847.40	Apr 1-15 2024 Pay Period
369	04/15/2024	Payroll	1	EFT		1,752.21	Apr 1-15 2024 Pay Period
370	04/15/2024	Payroll	1	EFT		1,774.43	Apr 1-15 2024 Pay Period
371	04/15/2024	Payroll	1	EFT		1,948.02	Apr 1-15 2024 Pay Period
372	04/15/2024	Payroll	1	EFT		599.83	Apr 1-15 2024 Pay Period
374	04/15/2024	Payroll	1	EFT		56.19	Apr 1-15 2024 Pay Period
376	04/15/2024	Payroll	1	EFT		1,469.62	Apr 1-15 2024 Pay Period
377	04/15/2024	Payroll	1	EFT		61.72	Apr 1-15 2024 Pay Period
378	04/15/2024	Payroll	1	EFT		1,842.39	Apr 1-15 2024 Pay Period
383	04/15/2024	Payroll	1	EFT		3,726.41	Apr 1-15 2024 Pay Period
385	04/15/2024	Payroll	1	EFT		1,844.88	Apr 1-15 2024 Pay Period
387	04/15/2024	Payroll	1	EFT		1,939.21	Apr 1-15 2024 Pay Period
388	04/15/2024	Payroll	1	EFT		3,288.87	Apr 1-15 2024 Pay Period
389	04/15/2024	Payroll	1	EFT		2,396.52	Apr 1-15 2024 Pay Period
390	04/15/2024	Payroll	1	EFT		56.83	Apr 1-15 2024 Pay Period
391	04/15/2024	Payroll	1	EFT		1,850.99	Apr 1-15 2024 Pay Period
392	04/15/2024	Payroll	1	EFT		1,967.39	Apr 1-15 2024 Pay Period
394	04/15/2024	Payroll	1	EFT		3,513.16	Apr 1-15 2024 Pay Period
395	04/15/2024	Payroll	1	EFT		2,668.35	Apr 1-15 2024 Pay Period
396	04/15/2024	Payroll	1	EFT		2,103.38	Apr 1-15 2024 Pay Period
397	04/15/2024	Payroll	1	EFT		1,726.77	Apr 1-15 2024 Pay Period
398	04/15/2024	Payroll	1	EFT		2,025.50	Apr 1-15 2024 Pay Period
399	04/15/2024	Payroll	1	EFT		2,501.91	Apr 1-15 2024 Pay Period
406	04/15/2024	Payroll	1	EFT		1,821.66	Apr 1-15 2024 Pay Period
407	04/15/2024	Payroll	1	EFT		2,481.22	Apr 1-15 2024 Pay Period

CHECK REGISTER

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04/15/2024 To: 04/15/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
408	04/15/2024	Payroll	1	EFT		25.41	Apr 1-15 2024 Pay Period
409	04/15/2024	Payroll	1	EFT		3,028.91	Apr 1-15 2024 Pay Period
410	04/15/2024	Payroll	1	EFT		2,316.14	Apr 1-15 2024 Pay Period
411	04/15/2024	Payroll	1	EFT		3,187.80	Apr 1-15 2024 Pay Period
412	04/15/2024	Payroll	1	EFT		2,068.65	Apr 1-15 2024 Pay Period
413	04/15/2024	Payroll	1	EFT		2,231.52	Apr 1-15 2024 Pay Period
416	04/15/2024	Payroll	1	EFT		2,265.74	Apr 1-15 2024 Pay Period
417	04/15/2024	Payroll	1	EFT		1,884.39	Apr 1-15 2024 Pay Period
420	04/15/2024	Payroll	1	EFT		350.49	Apr 1-15 2024 Pay Period
423	04/15/2024	Payroll	1	EFT		2,251.28	Apr 1-15 2024 Pay Period
424	04/15/2024	Payroll	1	EFT		1,826.00	Apr 1-15 2024 Pay Period
425	04/15/2024	Payroll	1	EFT		2,138.08	Apr 1-15 2024 Pay Period
426	04/15/2024	Payroll	1	EFT		184.71	Apr 1-15 2024 Pay Period
427	04/15/2024	Payroll	1	EFT		2,742.65	Apr 1-15 2024 Pay Period
428	04/15/2024	Payroll	1	EFT		2,264.71	Apr 1-15 2024 Pay Period
430	04/15/2024	Payroll	1	EFT		907.35	Apr 1-15 2024 Pay Period
431	04/15/2024	Payroll	1	EFT		1,983.57	Apr 1-15 2024 Pay Period
433	04/15/2024	Payroll	1	EFT		2,793.75	Apr 1-15 2024 Pay Period
437	04/15/2024	Payroll	1	EFT		1,984.55	Apr 1-15 2024 Pay Period
438	04/15/2024	Payroll	1	EFT		2,031.20	Apr 1-15 2024 Pay Period
442	04/15/2024	Payroll	1	EFT		1,884.39	Apr 1-15 2024 Pay Period
443	04/15/2024	Payroll	1	EFT		1,864.16	Apr 1-15 2024 Pay Period
444	04/15/2024	Payroll	1	EFT		3,476.17	Apr 1-15 2024 Pay Period
445	04/15/2024	Payroll	1	EFT		266.91	Apr 1-15 2024 Pay Period
448	04/15/2024	Payroll	1	EFT		2,639.99	Apr 1-15 2024 Pay Period
449	04/15/2024	Payroll	1	EFT		2,481.45	Apr 1-15 2024 Pay Period
451	04/15/2024	Payroll	1	EFT		3,133.46	Apr 1-15 2024 Pay Period
1237	04/15/2024	Payroll	1	EFT	AFLAC Remittance Processing	129.32	Pay Cycle(s) 04/15/2024 To 04/15/2024 - AFLAC 125
1238	04/15/2024	Payroll	1	EFT	Dept of Retirement - Def Comp	4,725.59	Pay Cycle(s) 04/15/2024 To 04/15/2024 - Deferred Comp; Pay Cycle(s) 04/15/2024 To 04/15/2024 - Deferred Comp - Roth
1239	04/15/2024	Payroll	1	EFT	EFTPS	62,387.23	941 Deposit for Pay Cycle(s) 04/15/2024 - 04/15/2024
1240	04/15/2024	Payroll	1	EFT	Washington State Support Registry	809.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - WA STATE SUPPORT
320	04/15/2024	Payroll	1	86200		317.43	Apr 1-15 2024 Pay Period
322	04/15/2024	Payroll	1	86201		2,798.14	Apr 1-15 2024 Pay Period
328	04/15/2024	Payroll	1	86202		62.35	Apr 1-15 2024 Pay Period
332	04/15/2024	Payroll	1	86203		293.22	Apr 1-15 2024 Pay Period
333	04/15/2024	Payroll	1	86204		69.44	Apr 1-15 2024 Pay Period
335	04/15/2024	Payroll	1	86205		50.52	Apr 1-15 2024 Pay Period
338	04/15/2024	Payroll	1	86206		197.65	Apr 1-15 2024 Pay Period
346	04/15/2024	Payroll	1	86207		76.20	Apr 1-15 2024 Pay Period
348	04/15/2024	Payroll	1	86208		493.17	Apr 1-15 2024 Pay Period
350	04/15/2024	Payroll	1	86209		527.79	Apr 1-15 2024 Pay Period
351	04/15/2024	Payroll	1	86210		158.39	Apr 1-15 2024 Pay Period
352	04/15/2024	Payroll	1	86211		672.93	Apr 1-15 2024 Pay Period
357	04/15/2024	Payroll	1	86212		251.20	Apr 1-15 2024 Pay Period
363	04/15/2024	Payroll	1	86213		154.81	Apr 1-15 2024 Pay Period
364	04/15/2024	Payroll	1	86214		813.92	Apr 1-15 2024 Pay Period
366	04/15/2024	Payroll	1	86215		76.79	Apr 1-15 2024 Pay Period
373	04/15/2024	Payroll	1	86216		62.85	Apr 1-15 2024 Pay Period
375	04/15/2024	Payroll	1	86217		1,186.69	Apr 1-15 2024 Pay Period
379	04/15/2024	Payroll	1	86218		315.39	Apr 1-15 2024 Pay Period

CHECK REGISTER

Time: 09:58:35 Date: 04/19/2024

04/15/2024 To: 04/15/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
380	04/15/2024	Payroll	1	86219		338.78	Apr 1-15 2024 Pay Period
381	04/15/2024	Payroll	1	86220		830.71	Apr 1-15 2024 Pay Period
382	04/15/2024	Payroll	1	86221		510.25	Apr 1-15 2024 Pay Period
384	04/15/2024	Payroll	1	86222		218.88	Apr 1-15 2024 Pay Period
386	04/15/2024	Payroll	1	86223		356.48	Apr 1-15 2024 Pay Period
393	04/15/2024	Payroll	1	86224		1,432.82	Apr 1-15 2024 Pay Period
400	04/15/2024	Payroll	1	86225		575.82	Apr 1-15 2024 Pay Period
402	04/15/2024	Payroll	1	86226		354.78	Apr 1-15 2024 Pay Period
401	04/15/2024	Payroll	1	86227		458.67	Apr 1-15 2024 Pay Period
403	04/15/2024	Payroll	1	86228		1,674.06	Apr 1-15 2024 Pay Period
404	04/15/2024	Payroll	1	86229		1,091.79	Apr 1-15 2024 Pay Period
405	04/15/2024	Payroll	1	86230		440.98	Apr 1-15 2024 Pay Period
414	04/15/2024	Payroll	1	86231		1,197.32	Apr 1-15 2024 Pay Period
415	04/15/2024	Payroll	1	86232		62.35	Apr 1-15 2024 Pay Period
418	04/15/2024	Payroll	1	86233		83.72	Apr 1-15 2024 Pay Period
419	04/15/2024	Payroll	1	86234		150.08	Apr 1-15 2024 Pay Period
421	04/15/2024	Payroll	1	86235		2,255.56	Apr 1-15 2024 Pay Period
422	04/15/2024	Payroll	1	86236		766.51	Apr 1-15 2024 Pay Period
429	04/15/2024	Payroll	1	86237		916.59	Apr 1-15 2024 Pay Period
432	04/15/2024	Payroll	1	86238		224.41	Apr 1-15 2024 Pay Period
434	04/15/2024	Payroll	1	86239		151.93	Apr 1-15 2024 Pay Period
435	04/15/2024	Payroll	1	86240		1,046.64	Apr 1-15 2024 Pay Period
436	04/15/2024	Payroll	1	86241		82.35	Apr 1-15 2024 Pay Period
439	04/15/2024	Payroll	1	86242		66.31	Apr 1-15 2024 Pay Period
440	04/15/2024	Payroll	1	86243		742.05	Apr 1-15 2024 Pay Period
441	04/15/2024	Payroll	1	86244		466.84	Apr 1-15 2024 Pay Period
446	04/15/2024	Payroll	1	86245		224.43	Apr 1-15 2024 Pay Period
447	04/15/2024	Payroll	1	86246		131.61	Apr 1-15 2024 Pay Period
450	04/15/2024	Payroll	1	86247		181.93	Apr 1-15 2024 Pay Period
1241	04/15/2024	Payroll	1	86248	HRA VEBA Trust - PD & PW YA063	3,240.41	Pay Cycle(s) 04/15/2024 To 04/15/2024 - HRA VEBA
1242	04/15/2024	Payroll	1	86249	Selah Firefighter's Assoc Fire Station #	870.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - FF STA 1 DUES
1243	04/15/2024	Payroll	1	86250	Selah Firefighter's Assoc Fire Station #	120.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - FF STA 2 DUES
1244	04/15/2024	Payroll	1	86251	Selah Firefighter's Assoc Fire Station #	240.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - FF STA 4 DUES
1245	04/15/2024	Payroll	1	86252	Selah Firefighter's Assoc Fire Station #	40.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - FF STA 6 DUES
1246	04/15/2024	Payroll	1	86253	Selah Police Association Employee Fund	300.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - PD EMP FUND
1247	04/15/2024	Payroll	1	86254	Teamsters Local #760 - PD Dues	1,673.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - TEAMSTERS PD DUES
1248	04/15/2024	Payroll	1	86255	WA State Council Police Officer Dues	200.00	Pay Cycle(s) 04/15/2024 To 04/15/2024 - PD COUNCIL DUES

001 General Fund	93,837.05
103 Fire Control	85,198.41
110 City Street	13,123.90
111 Street Improvement	996.72
118 Civic Center	2,645.82
119 Transit	3,759.64

CHECK REGISTER

Time: 09:58:35 Date: 04/19/2024

04/15/2024 To: 04/15/2024

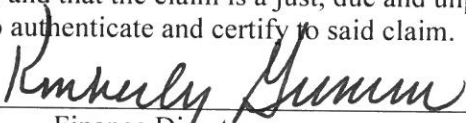
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		121 Tourism				440.52	
		411 Water				17,292.97	
		415 Sewer				44,598.79	
		420 Solid Waste				5,013.34	
						<hr/>	
						266,907.16 Payroll:	266,907.16

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.



Payroll Specialist



Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number 86200 through 86255 Total \$ 266,907.16

ACCOUNTS PAYABLE

As Of: 06/02/2024

Time: 09:56:22 Date: 04/19/2024
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
41	04/15/2024	04/15/2024	1791 Department of Labor & Industries	8,899.41	2ND Quarter L&I: 04/15/2024 - 04/15/2024
34	04/15/2024	04/15/2024	1801 Dept of Retirement Systems	17,718.65	Pay Cycle(s) 04/15/2024 To 04/15/2024 - PERS2
35	04/15/2024	04/15/2024	1801 Dept of Retirement Systems	13,987.35	Pay Cycle(s) 04/15/2024 To 04/15/2024 - LEOFF2
36	04/15/2024	04/15/2024	1801 Dept of Retirement Systems	2,588.28	Pay Cycle(s) 04/15/2024 To 04/15/2024 - PERS3
37	04/15/2024	04/15/2024	1829 Employment Security Department - PFML	1,743.60	Pay Cycle(s) 04/15/2024 To 04/15/2024 - PFML
38	04/15/2024	04/15/2024	1830 Employment Security Department - WA CARES	856.42	Pay Cycle(s) 04/15/2024 To 04/15/2024 - LTC
42	04/15/2024	04/15/2024	1828 Employment Security Department	464.85	3rd Quarter Unemployment: 04/15/2024 - 04/15/2024
39	04/15/2024	04/15/2024	2324 Western Conf of Teamsters Pension Tr-PD	2,638.85	Pay Cycle(s) 04/15/2024 To 04/15/2024 - PENSION PD TMS
40	04/15/2024	04/15/2024	2324 Western Conf of Teamsters Pension Tr-PD	1,717.60	Pay Cycle(s) 04/15/2024 To 04/15/2024 - PENSION PW TMS
Report Total:				50,615.01	

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Angel S Deans
Payroll Specialist

Kimberly Humm
Finance Director

Subscribed this 15 day of April, 2024

The following voucher/checks are approved for payment:

Voucher/check number N/A through N/A Total \$ 50,615.01



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/23/2024
Agenda Number: WC

Action Item

Title: Resolution Ratifying the Mayor’s DocuSign Execution of a Grant Agreement with the Washington State Department of Commerce Relative to the City’s Wastewater Treatment Plant Improvements Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The City will receive a net amount of \$1,398,740.00 of grant funds, which will reimburse expenditures made on this Project by the City from Fund 415 (Sewer Fund).

Funding Source: N/A

Background/Findings/Facts: The City was recently awarded grant funds from the Washington State Department of Commerce (“Commerce”) in the amount of \$1,442,000.00, for use on the City’s Wastewater Treatment Plant Improvements Project (“Project”). Commerce will retain a portion of such amount to cover its administrative costs, and the City will receive a net amount of \$1,398,740.00 to reimburse expenditures made on this Project by the City.

Commerce has prepared a 40-page Grant Agreement (and package of documents) to facilitate the City actually receiving and using such net grant funds. The terms of the Grant Agreement (and package of documents) are acceptable to City staff. As shown on page 23 of the Grant Agreement, the Mayor has already executed the Grant Agreement via DocuSign. That occurred per Commerce’s request. Thus, technically, City staff is asking the City Council to “ratify” the Mayor’s prior execution (rather than, as is customary, asking the City Council to grant “approval” for the Mayor to sign a contract).

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
--------------	----------------------

9/26/2023	Resolution No. 3051 authoring the Mayor to sign Task Order 2023-09 with HLA Engineering and Land Surveying, Inc., for professional services related to the City's Wastewater Treatment Plant Improvements Project
2/24/2023	Resolution No. 2987 adopting the City's Wastewater Treatment Plant Facility Plan and approving submission of the Plan by Public Works to the Department of Ecology for approval of the Plan
1/24/2023	Resolution No. 2973 authorizing the Mayor to sign, on behalf of the City, Amendment No. 1 to Task Order 2021-02 with HLA Engineering and Land Surveying, Inc., Pertaining to the Wastewater Treatment Plant Facility Plan
12/16/2022	Submission of the 2023 Legislative Session Member Requested Local Community Project Information Form
4/13/2021	Resolution No. 2840 authorizing the Mayor to sign Task Order 2021-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Wastewater Treatment Plant Facility Plan (Project)

RESOLUTION NO. _____

RESOLUTION RATIFYING THE MAYOR’S DOCUSIGN EXECUTION OF
A GRANT AGREEMENT WITH THE WASHINGTON STATE
DEPARTMENT OF COMMERCE RELATIVE TO THE CITY’S
WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

WHEREAS, the City was recently awarded a grant from the Washington State Department of Commerce (“Commerce”) relative to the City’s Wastewater Treatment Plan Improvement Project (“Project”); and

WHEREAS, the total amount of the grant is \$1,442,000.00, Commerce will retain a portion thereof to cover its administrative costs, and the City will receive a net amount of \$1,398,740.00 to reimburse expenditures made by the City on this Project from the City’s Fund 415 (Sewer Fund); and

WHEREAS, Commerce has prepared a 40-page Grant Agreement (and package of documents), in order to facilitate the City actually receiving and using net such grant funds; and

WHEREAS, the terms of the Grant Agreement (and package of documents) are acceptable to City staff, and – as shown on page 23 thereof – the Mayor has already executed the Grant Agreement via DocuSign, which occurred on or about April 12, 2024; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (a) that the Mayor’s previous DocuSign execution – on or about April 12, 2024 – of the Grant Agreement (and package of documents) – in the form appended hereto – be and is hereby ratified by the City Council; and (b) further, that the Mayor be and is authorized to sign and/or execute any physical copy(ies) and/or any additional or related documents in order for the City to receive and use the net grant funds.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of April, 2024.

Roger Bell, Mayor

ATTEST:

Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:

Rob Case, City Attorney



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 18, 2023

Joe Henne
City of Selah
115 West Naches Avenue
Selah, WA 98942

Dear Joe:

Congratulations! Governor Inslee recently signed the 2023-25 State Capital Budget, which includes an appropriation of \$1,442,000 for the City of Selah Wastewater Treatment Plant Improvements (Selah) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$1,398,740.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of May 16, 2023.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience. Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Cathy Brockmann, at (360) 764-0209 or cathy.brockmann@commerce.wa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Hanson".

Tony Hanson, Deputy Assistant Director
Local Government Division



Grant to

City of Selah

through

The Local and Community Projects Program

For

City of Selah Wastewater Treatment Plant Improvement (Selah)

Start date: 07/01/2023

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FACE SHEET

Grant Agreement Number: **24-96647-053**

Project Name: **City of Selah Wastewater Treatment Plant Improvement (Selah)**
Washington State Department of Commerce
Local Government Division
Community Development Assistance Unit

1. GRANTEE City of Selah 115 W. Naches Ave. Selah, WA 98942-1303		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Rocky Wallace, Public Works Director 115 W. Naches Ave. Selah, WA 98942-1303 (509) 698-7365 Rocky.Wallace@selahwa.gov		4. COMMERCE Representative Lisa Glaeser, Grant Manager PO Box 42525 Olympia, WA 98504 (206) 256-6148 Lisa.Glaeser@commerce.wa.gov	
5. Grant Amount \$1,398,740.00	6. Funding Source Federal: State: X Other: N/A:	7. Start Date 07/01/2023	8. End Date June 30, 2027, contingent on reappropriation; June 30, 2025, if funds are not reappropriated.
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0007717-00	12. UBI # 392000174	13. DUNS # 606701477
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of the Local and Community Projects Program as described in Attachment A – Scope of Work (the “Project”).			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process.			
FOR GRANTEE DocuSigned by:  _____ Signature Roger Bell _____ Print Name Mayor _____ Title 4/12/2024 9:08 AM PDT _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM Dawn Cortez, Assistant Attorney General 10/3/2023 _____ Date	

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name: **City of Selah**
Grant Agreement Number: 24-96647-053
State Wide Vendor Number: SWV0007717-00

PROJECT INFORMATION

Project Name: **City of Selah Wastewater Treatment Plant Improvement (Selah)**
Project City: Selah
Project State: Washington
Project Zip Code: 98942-1303

GRANT AGREEMENT INFORMATION

Grant Amount: **\$1,398,740.00**
Appropriation Number: ESSB 5200 SL Section 1025 (2023 Regular Session)
Re-appropriation Number (if applicable): N/A
Grant Agreement End Date: **June 30, 2027, contingent on reappropriation;** June 30, 2025, if funds are not reappropriated.
Biennium: 2023-2025
Biennium Close Date: June 30, 2025

PROJECT PURPOSE

The environmental review and permitting costs as well as preliminary design activities required for future construction of a new wastewater treatment plant.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Grant Agreement End Date: In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

ADDITIONAL RECITALS

Whereas, the Project is one component of a larger multiphase project, which will result in the construction of a new wastewater treatment plant that is intended to improve and increase sewer capacity and provide environmental protections.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties is identified on the Face Sheet of this Grant Agreement and shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii) Cash dedicated to the Project.
 - iii) Funds available through a letter of credit or other binding loan commitment(s).
 - iv) Pledges from foundations or corporations.
 - v) Pledges from individual donors.
 - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii) In-kind contributions, subject to COMMERCE'S approval.
- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant Agreement may be subject to state prevailing wage law (RCW 39.12). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the “Deed of Trust”). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender’s policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this Grant Agreement, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender’s security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period.
- E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.
- F. Other costs authorized through the legislation.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Special Terms and Conditions Section 19.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

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

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

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

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A. All activities identified in the SCOPE OF WORK shown on Attachment A are complete and the project is useable to the public for the purpose intended by the Legislature, or
- B. When final payment is made and Grantee has certified that the whole project will be completed and the public benefit described maintained for the term of the commitment period.
- C. Notwithstanding anything in A. or B. above, the right to recapture funds or seek other remedies for failure to make the project usable to the public shall survive the closeout or termination of this contract.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant Agreement but no less than

\$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Professional Liability, Errors and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, Commerce may suspend, amend, or terminate the contract.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; **Provided that**, any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture provision).

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the later of: (1) the date the final payment is made; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet,, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify “The Taxpayers of Washington State” as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor’s Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor’s Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation (“DAHP”), including any recommended

consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

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

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

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

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

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

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", General Terms and Conditions Section 13, are not intended to apply to any architectural and engineering design work funded by this grant.

22. FRAUD AND OTHER LOSS REPORTING

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

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information, COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (the PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an “other statute” exempts such records from production. This Agreement is not intended to alter COMMERCE’s obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate Grant Agreement with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" shall mean an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" and "Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant Agreement, or any matter related to the project funded under this Grant Agreement or any other state funded project, including but not limited to

formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant Agreement.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

13. COPYRIGHT PROVISIONS

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

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

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

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

14. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant Agreement number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

16. GOVERNING LAW AND VENUE

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

17. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE'S agents, employees, representatives, or any subcontractor or its employees.

The GRANTEE'S obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the GRANTEE, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue

to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

19. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

20. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

21. LICENSING, ACCREDITATION AND REGISTRATION

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

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant Agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

26. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

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

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

28. RECORDS MAINTENANCE

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

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

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

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement.

31. SAVINGS

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

32. SEVERABILITY

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

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant Agreement.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

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

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

37. TERMINATION FOR CAUSE

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

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

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

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

38. TERMINATION FOR CONVENIENCE

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

39. TERMINATION PROCEDURES

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

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. TREATMENT OF ASSETS

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

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

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. WAIVER

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

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by the City of Selah for environmental review and permitting costs as well as preliminary design activities required for future construction of a new wastewater treatment plant. The new plant location is 260 South Rushmore Road, Selah WA 98942.

These project activities comprise Phase 1 of the project and allow the City to complete 60% of the total design activities including, but not limited to:

- Completion of environmental compliance reviews and permitting
 - Cultural Resources Investigation
 - Wetland investigation and delineation
 - Determination of floodplain impact
- Topographic survey of the project site
- Development of plans and cost estimates for future civil and mechanical design

This project benefits the public as a part of a larger project to complete final design of a new wastewater treatment plant that will improve and increase sewer capacity and provide environmental protections. This project will allow the City to meet population growth demands for the next 20 years, upgrade the existing biosolids facility, and reduce the potential for pollutant discharge to the Selah Ditch, an important stream for salmon.


This project began in September 2023 and is expected to be completed by August 2025.

This work is part of a larger project that is to be completed under separate funding. If the full project is not completed and put into service for the duration of the intended use period, Commerce reserves the right to recapture the funds or seek other remedies as allowed under this contract.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

DocuSigned by:

 318C347EE29C48F...

 GRANTEE

Mayor

TITLE

4/12/2024 | 9:08 AM PDT

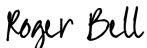
DATE

ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$1,398,740.00
Other Grants		
Grant #1		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1	City of Selah Sewer Fund-Capital Outlays-2024 Budget	\$1,401,260.00
Total Local Revenue		\$1,401,260.00
Other Funds		
Source #1		\$
Total Other Funds		\$0.00
Total Project Funding		\$2,800,000.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

DocuSigned by:


 GRANTEE

Mayor

 TITLE

4/12/2024 | 9:08 AM PDT

 DATE

ATTACHMENT C - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the appropriation becomes effective, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’s review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

DocuSigned by:
Roger Bell
31RC347EE29C48F...

GRANTEE
Mayor

TITLE
4/12/2024 | 9:08 AM PDT

DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.



GRANTEE

TITLE

DATE

NOT APPLICABLE



Budget Authorization Erin LaLonde	 ^{DS}	4/9/2024 2:58 PM PDT
Grant Manager Lisa Glaeser	 ^{DS}	4/9/2024 2:59 PM PDT
Grant Manager		
Managing Director		
Deputy Assistant Director		
Assistant Director		

Certificate Of Completion

Envelope Id: 8B4C7D429AFF40C698A7361D025225EF	Status: Sent
Subject: Complete with DocuSign: 24-96647-053 City of Selah Wastewater Treatment Plant Improvements (Selah)	
Division:	
Local Government	
Program: Local Community Projects	
ContractNumber: 24-96647-053	
DocumentType: Contract	
Source Envelope:	
Document Pages: 35	Signatures: 4
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lisa Glaeser
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	lisa.glaeser@commerce.wa.gov
	IP Address: 147.55.134.113

Record Tracking

Status: Original	Holder: Lisa Glaeser	Location: DocuSign
4/9/2024 12:03:47 PM	lisa.glaeser@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Erin LaLonde
 erin.lalonde@commerce.wa.gov
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 198.239.106.161

Timestamp

Sent: 4/9/2024 2:54:52 PM
 Viewed: 4/9/2024 2:57:00 PM
 Signed: 4/9/2024 2:58:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lisa Glaeser
 lisa.glaeser@commerce.wa.gov
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 147.55.134.113

Sent: 4/9/2024 2:58:25 PM
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 Signed: 4/9/2024 2:59:12 PM

Electronic Record and Signature Disclosure:
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Roger Bell
 Roger.bell@selahwa.gov
 Mayor
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 318C347EE29C48F...

Signature Adoption: Pre-selected Style
 Using IP Address: 205.172.45.253

Sent: 4/9/2024 2:59:14 PM
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 Signed: 4/12/2024 9:08:33 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/12/2024 8:54:14 AM
 ID: ea591f99-49c9-44d6-964b-d8b1bafa69f0

Lisa Glaeser
 lisa.glaeser@commerce.wa.gov
 Security Level: Email, Account Authentication (None)

Sent: 4/12/2024 9:08:36 AM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Addeline Craig
addeline.craig@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tony Hanson
tony.hanson@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley
mark.barkley@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Rocky Wallace
rocky.wallace@selahwa.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 4/9/2024 2:59:14 PM

Electronic Record and Signature Disclosure:
Accepted: 2/8/2022 6:55:58 AM
ID: a4995dd9-7ec3-478c-bc28-6eeb71de4331

Sheila Lee
sheila.lee@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent Hashed/Encrypted 4/9/2024 2:54:52 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Washington State Department of Commerce:

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

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/23/2024

Agenda Number: 100

Action Item

Title: Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Surface Transportation Block Grant (STBG) Application, for a Roadway Resurfacing Project on First Street from Fremont Avenue to Yakima Avenue and Improvements to the Signalized Intersection at First Street and Naches Avenue

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No cost to the City; instead, potential receipt of \$700,000.00 of grant funds.

Funding Source: N/A

Background/Findings/Facts: The roadway surface portion of First Street existing between Fremont Avenue and Yakima Avenue is deteriorated and should be resurfaced to bring it back into a state of good repair. Resurfacing such portion is specified as a desired project within the City's 2024-2029 Six Year Transportation Improvement Program.

In addition, the overhead traffic signal (a/k/a traffic light) located at intersection of First Street and Naches Avenue lacks certain ADA and safety features. More specifically, the lacking-and-desired features include upgrading the pedestrian walk buttons and their location, upgrading the pedestrian crosswalk signal to a countdown-type signal, integrating leading pedestrian intervals at the intersection, and upgrading the current vehicle detection system to a radar detection system. Adding such features is specified as a desired project within the City's ADA Transition Plan and the City's Local Road Safety Plan.

An opportunity presently exists for the City to pursue grant funding via the YVCOG Surface Transportation Block Grant (STBG) funding program. City staff has prepared the necessary STBG Funding Application, and is seeking approval for it to be signed and submitted. Notably, if grant funds are awarded to the City, it is contemplated that the City would not be required to provide any matching funds in order to undertake this work.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR PUBLIC WORKS DIRECTOR TO SIGN AND SUBMIT A SURFACE TRANSPORTATION BLOCK GRANT (STBG) APPLICATION, FOR A ROADWAY RESURFACING PROJECT ON FIRST STREET FROM FREMONT AVENUE TO YAKIMA AVENUE AND IMPROVEMENTS TO THE SIGNALIZED INTERSECTION AT NACHES AVENUE AND FIRST STREET

WHEREAS, the roadway surface portion of First Street existing between Fremont Avenue and Yakima Avenue is deteriorated and should be resurfaced to bring it back into a state of good repair; and resurfacing such portion is specified as a desired project within the City’s 2024-2029 Six Year Transportation Improvement Program; and

WHEREAS, the overhead traffic signal (a/k/a traffic light) located at intersection of First Street and Naches Avenue lacks certain ADA and safety features; and adding those features is specified as a desired project within the City’s ADA Transition Plan and the City’s Local Road Safety Plan; and

WHEREAS, the City desires to seek and obtain – if possible – grant funding from one or more outside sources to help pay for any or all of such work; and

WHEREAS, an opportunity presently exists for the City to pursue grant funding via the YVCOG Surface Transportation Block Grant (STBG) funding program; and

WHEREAS, in order to pursue such funding, the City must prepare, sign and submit a funding application; and

WHEREAS, City staff has prepared the necessary STBG Project Application and has requested approval from the City Council for it to be signed and submitted; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor and/or Public Works Director be and are authorized to sign and submit the STBG Project Application on behalf of the City in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of April, 2024.

Roger Bell, Mayor

ATTEST:

Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:

Rob Case, City Attorney



YVCOG 2024 Call for Projects
Surface Transportation Block Grant (STBG) Eligible
PROJECT APPLICATION

Instructions

Complete the application in the space provided. Applicants are limited to application form, required attachments, and three additional pages of attachments.

General Information

Project Title:	
Agency:	
Contact Person:	
Jurisdictional Population (Town/City Only)	
Telephone:	
Email Address:	
Project Limits:	
Project Length (miles):	
Functional Classification:	

Anticipated Project Size

YVCOG STBG applications will be prioritized in two categories: **Preservation** (Chip Seal / Grind & Overlay projects less than \$1,000,000) or **New / Reconstruction** (Projects less than \$5,000,000 in total project Cost). Preservation projects will compete against preservation projects and New/Reconstruction versus New/Reconstruction. YVCOG STPG funds are financially constrained. Project costs exceeding the region’s annual funding allocation may receive funding for phases in multiple federal years as recommended by YVCOG staff and approved by the YVCOG Transportation Policy Board.

Anticipated Project Type:	<input checked="" type="checkbox"/>	Total Estimated Cost:	Anticipated Phases to Be funded	PL	PE	RW	CN
Road Preservation (< \$1m)			(Check all as needed)				
New / Reconstruct (< \$5 m)							

Description

Describe the nature of the project, work involved, and existing and proposed conditions:

Describe how your project is consistent with YVCOG's 2020-2045 Metropolitan & Regional Transportation Plan

Describe how the project is consistent with local plans and programs:

Schedule

Indicate in the table below the schedule of the project by checking the applicable boxes:

Project Phase	Projected Year of Phase			
	2024	2025	2026	2027 (or Beyond)*
Planning (PL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Engineering (PE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way (RW)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction (CN)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Provide information regarding project phase year(s) beyond 2026:

Cost Summary

Fill in the table below to show the funding of the project:

Project Phase	Funding Requested	Other Funds	Total
Planning (PL)			
Preliminary Engineering (PE)			
Right-of-Way (RW)			
Construction (CN)			
Project Totals (PL Through CN)			

System Preservation & Improvement

Describe below how the project **PRESERVES** existing facilities and networks and helps obtain performance measure targets for pavement and bridges:

Describe below how the project improves existing facilities and networks:

Safety

Describe below how the project reduces the frequency and/or severity of roadway crashes and helps obtain safety performance measure targets:

Freight Movement & Economic Vitality

Describe below how the project provides access to existing/new economic opportunities:

Describe below how the project improves the movement of goods through the regional transportation network:

Mobility & Connectivity

Describe below how the project improves multi-modal transportation including serving multiple modes on a facility or improving connection between modes:

Describe below how the project improves connection of employment/activity centers to population centers:

Congestion

Describe how the project reduces the amount of congestion on the regional transportation network

Equity (*New or Reconstruction Projects Only*)

Describe how the project addresses economically disadvantaged, underserved, and/or overburdened populations in your community. What process do you follow to insure equity in its development/design

Project Readiness

Describe the project readiness and likelihood of the project meeting the proposed schedule including the status of PE, ROW, other funding sources, and the agency's capacity approach to delivering the project

Regional Benefit

Describe how the project provides benefit to the overall region

Scoring Criteria

Scoring Criteria	Points (0-5)	Multiplier	Possible Points
System Preservation and Improvement (15 points)			
Preserves existing facilities and networks	0 1 2 3 4 5	X 3	15
Safety (15 points)			
Reduces the frequency and or severity of roadway crashes	0 1 2 3 4 5	X 3	15
Freight Movement & Economic Vitality (10 points)			
Provides access to existing/new economic opportunities	0 1 2 3 4 5	X 1	5
Improves movement of goods efficiency through the regional transportation network	0 1 2 3 4 5	X 1	5
Mobility & Connectivity (10 points)			
Improves multi-modal transportation	0 1 2 3 4 5	X 1	5
Improves connection of employment/activity centers to population centers	0 1 2 3 4 5	X 1	5
Congestion (10 points)			
Reduces the amount of congestion on the regional transportation network	0 1 2 3 4 5	X 2	10
Equity (10 points) – New or Reconstruction Projects Only			
Provides benefit for disadvantaged populations / addresses equity	0 1 2 3 4 5	X 2	10
Regional Benefit (15 points)			
Provides benefit to the overall region	0 1 2 3 4 5	X 3	15
Project Readiness (15 points)			
Project readiness and likelihood of meeting proposed schedule	0 1 2 3 4 5	X 3	15
Total Points			100

Endorsements & Assurances

This project meets all the following criteria and is eligible to receive 202-2026 Surface Transportation Block Grant (STBG) funds:

1. The project is consistent with **2024-2045 Yakima Valley Metropolitan and Regional Transportation Plan** and all local land use plans.
2. The project has secured the required local match and/or partnership investments.
3. The project is ready to proceed.

Jurisdiction / Agency Lead (Signature)	Date
Elected Official or City/Agency Executive of Lead Jurisdiction / Agency (Signature)	Date

The applicant must provide documentation (e.g., Council meeting minutes, a letter from the Mayor or City Manager, or some other evidence) that the legislative body is aware that STBG funds are being applied for on the application. **YVCOG must receive the documentation with the application in order for the application to be completed.**

Project Proposals

Proposals must include the following in order to be considered:

- A completed and signed application –electronic version preferred,
- One-page project vicinity map (8.5" x 11" or 11" x 17")
- Any necessary supporting documentation

Date	Action
Week of Monday, February 26, 2024	Announce 2024 STBG Call for Projects to eligible jurisdictions and agencies.
Friday, April 26, 2024	Applications due to YVCOG.
Week of April 29 – May 3, 2024	TAC (STBG) subcommittee meets to score applications.
Thursday, May 9, 2024	TAC (STBG) prioritization recommendation made to Transportation Policy Board.
Monday, May 20, 2024	Transportation Policy Board meets to consider TAC (STBG) recommendations.
Friday, May 31, 2024	(STBG) Award letters mailed to funded project applicant(s)
August 30, 2024	Deadline to Submit Obligation Paperwork for Inclusion in 2024 Federal Fiscal Year
September 30, 2024	End of 2024 Federal Fiscal Year
October 1, 2024	First Day to Obligate Funds in 2025 Federal Fiscal Year

No later than **12:00 NOON ON APRIL 26, 2024,**
mail, email, or deliver the completed application to:
YVCOG, 311 North 4th Street, Suite 204, Yakima, WA 98901
email: alan.adolf@yvcog.us



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/23/2024
Agenda Number: 10E

Action Item

Title: Resolution Authorizing Public Works to Purchase a New Vector Truck

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$623,740.38 (which is inclusive of sales tax)

Funding Source: 001 General Fund (Parks); 411 (Water Fund); and 415 (Sewer Fund)

Background/Findings/Facts: The City’s 2015 model year Vector truck is nearing its useful life. Having a well-functioning Vector truck is critical, because it is used quite extensively by the Public Works Department and is the only vehicle/piece of equipment that is capable of performing certain functions.

A quotation has been received and shows that the cost of a 2024 model year 2100i Vector should prove to be \$623,740.38 (inclusive of sales tax). The City’s adopted 2024 budget – via Ordinance No. 2216 – already includes sufficient monies that were specifically designated for this contemplated purchase.

The truck would be purchased from Owen Equipment, via the Sourcewell purchasing cooperative.

The attached proposed Resolution will, if approved, authorize Public Works to purchase the new Vector truck.

The City’s existing Vector truck will be retained until after the replacement is physically obtained, and it will then either kept as a backup or declared as surplus and disposed of in a commercially reasonable manner.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLIC WORKS TO PURCHASE A NEW VACTOR TRUCK

WHEREAS, the City desires to replace its existing 2015 model year Vactor truck, because it is nearing its useful life, is used quite extensively by the Public Works Department, and is the only vehicle/piece of equipment that is capable of performing certain functions; and

WHEREAS, the cost of a replacement 2024 model year 2100i Vactor truck is expected to be \$627,915.90 (inclusive of sales tax), as set forth on a quotation that the City has received (which is labeled Quote Number: 2024-72875); and

WHEREAS, to purchase and acquire the truck, the Public Works Department would utilize the Sourcewell purchasing cooperative, which is a governmental agency based in Minnesota that provides assistance to municipal entities throughout the United States; and the truck would most likely be purchased from Owen Equipment, which has a location in Kent, Washington; and

WHEREAS, the City Council finds that good cause exists to proceed with this transaction;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (a) that the Public Works Department be and is authorized to purchase and acquire a model year 2024 2100i Vactor truck for a maximum price of \$627,915.90 (inclusive of cost) or any lesser amount that might prove possible; and (b) that the Public Works Director and/or his designee e and are authorized to sign any documents and to undertake any actions that are necessary to effectuate such purchase.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of April, 2024.

Roger Bell, Mayor

ATTEST:

Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:

Rob Case, City Attorney

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For The City of Selah



VECTOR

BASIC

MODEL

Vacuum System	Roots 824-18 Blower	Debris Body Capacity (cu.yd.)	12.00
Model Type	Combo	Water Capacity	1500
Water Flow	80.00	Water Pressure	2500
Chassis Source	Customer	Water Tank Material	Aluminum
Controls		Blower High Temp Shutdown	Yes

CHASSIS

PSIT370A-2025-E	Customer Supplied Chassis - Tandem Axle -2025 International HV607 SBA - 370 HP - Auto -66 -000 GVWR -2017 GHG
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STANDARD FEATURES

010iSTD	Operator Station Curbside Toolbox	\$0.00
011iSTD	Aluminum Fenders	\$0.00
012iSTD	Mud Flaps	\$0.00
016iSTD	Color Coded Sealed Electrical System	\$0.00
019iASTD	Intuitouch Electronic Package	\$0.00
020iSTD	Double Acting Hoist Cylinder	\$0.00
025iASTD	Handgun Assembly	\$0.00
026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
030iSTD	Flexible Hose Guide	\$0.00
032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
045iSTD	Suction Tube Storage	\$0.00
046iSTD	1" Nozzle Pipe	\$0.00
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.00
5011iSTD	3"Y -Strainer @ Water Pump	\$0.00
5015iSTD	Midship Handgun Coupling	\$0.00
5019iSTD	Chassis Engine Cooling Package	\$0.00
5022iSTD	Side Mounted Water Pump	\$0.00
6005iDSTD	Digital Hose Footage Counter	\$0.00
6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$0.00
6009iSTD	Hose Reel Chain Cover	\$0.00



VACTOR

6017iSTD	Hydraulic Tank Shutoff Valves	\$0.00
6019iSTD	Rodder Pump Drain Valves	\$0.00
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity	\$0.00
7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.00
7003iSTD	Water Pump Hour Meter	\$0.00
7004iSTD	PTO Hour Meter	\$0.00
7005iSTD	Hydraulic Oil Temp Alarm	\$0.00
7007iSTD	Tachometer & Hourmeter/Blower	\$0.00
8000iSTD	Circuit Breakers	\$0.00
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn	\$0.00
9002iSTD	Tow Hooks- Front and Rear	\$0.00
9003iSTD	Electronic Back-Up Alarm	\$0.00
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet	\$0.00
S390ASTD	8" Vacuum Pipe Package	\$0.00
S560STD	Emergency Flare Kit	\$0.00
S590STD	Fire Extinguisher 5 Lbs.	\$0.00
1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1005iSTD	Dual Stainless-Steel Float Shut Off System	\$0.00
1011iSTD	Microstrainer Prior to Blower	\$0.00
1023iSTD	Lube Manifold, with Lube Chart	\$0.00
1024iSTD	Debris Body Vacuum Relief System	\$0.00
1031iSTD	Debris Deflector Plate	\$0.00
1033iSTD	60" Dump Height	\$0.00
1041iSTD	Debris Body-Up Message and Alarm	\$0.00
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$0.00
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00
2022iSTD	Additional Water Tank Sight Gauge	\$0.00
2023iSTD	Liquid Float Level Indicator	\$0.00
3019iSTD	Digital Water Pressure Gauge	\$0.00
4006iSTD	Front Joystick Boom Control	\$0.00



VACTOR

4010iSTD	Boom Hose Storage	\$0.00
4017iSTD	Boom Out of Position Message and Alarm	\$0.00
4022iSTD	Telescopic Boom Elbow- Standard	\$0.00

BOOM

4013i	Rotatable Boom Inlet Hose	\$744.00
4015i	180 deg. 10ft Telescoping Boom	\$20,062.00

DEBRIS BODY

1003i	Debris Body Washout	\$1,984.00
1014i	Centrifugal Separators (Cyclones)	\$6,931.00
1015i	Folding Pipe Rack - Curbside -8" Pipe	\$1,377.00
1015iA	Folding Pipe Rack - Streetside -8" Pipe	\$1,377.00
1022i	Rear Door Splash Shield	\$2,020.00
1026i	Debris Body Vibrator- Electric	\$3,528.00
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,185.00
1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe	\$0.00
1016iSTD	"Subframe Mounted -2 Pipe Rack -8"	\$0.00

VACUUM OPTIONS

3015i	Front Blower Controls	\$1,918.00
3017i	Blower High Temp Safety Shutdown	\$684.00

REAR DOOR

1008i	6" Rear Door Knife Valve w/Camloc - 3:00 position	\$1,587.00
1009iD	Full Rear Door Swinging Screen	\$1,012.00

HOSE REEL

8030i	Hose Reel Wrapped for Delivery	\$0.00
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VECTOR

6002iG	700' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,747.00
6004iD	Rodder Hose Pinch Roller	\$1,827.00
6014i	High Pressure Hose Reel	\$1,917.00
6025iB	Hose Wind Guide (Dual Roller)- Auto-Indexing	\$4,930.00
6027iA	25' Leader Hose (in lieu of standard)	\$451.00

WATER TANKS

3020i	Digital Water Level Indicator	\$883.00
2018i	Additional Water- 1500-Gal Total	\$5,273.00
6026i	Washington State DOT Legal Front Hose Reel	\$0.00

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package	\$0.00
9023iA	Safety Cone Storage Rack - Post Style (mounted curbside rear bumper)	\$212.00
CM-PSIT370A-2025-01	Chassis Modifications - 2025 International PSIT370A	\$700.00

LIGHTING

8001iM	Rear Directional Control- LED Arrowstick	\$2,310.00
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED	\$4,226.00
8027i	LED Mid-Ship Turn Signals	\$701.00
8028iA	Worklights (2), Self-Leveling Boom LED	\$1,036.00
8029i	Worklights (2)- LED- Rear Door	\$841.00
8029iB	Worklight- LED- Hose Reel Manhole	\$770.00
8029iC	Worklight- LED- Curb Side	\$765.00
9021iA	Camera System- Front and Rear	\$977.00

PAINT

Cab Paint Color	White	\$0.00
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VACTOR

Module Paint Color	Slate Grey L2435EB	\$0.00
i124STD	Vactor 2100i Body Decal- Standard	\$0.00
V-LOGO-APPL.	Vactor Logos - Applied	\$0.00

TOOLBOX

9070iC	Tool Baskets- Front Bumper Mounted- 16 x 12 x 18 w/ (2) LED Side Markers	\$1,830.00
9073iA	Toolbox- Passenger Side Chassis Frame- 30w x 18h x 24d	\$2,211.00
9074iA	Toolbox- Driver Side Subframe- 18w x 24h x 24d	\$1,711.00
9070iB	Long Handle Tool Storage	\$453.00
9071iE	Toolbox- Behind Cab - 16w 30h x 96d	\$4,085.00
9072iB	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d	\$2,070.00

WATER ACCESSORIES

2006i	Air Purge	\$1,699.00
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	\$3,415.00

WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
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Chassis Notes: - Owen Equipment Supplied Chassis

Configured Price:	\$410,506.00
Sourcewell Contract #101221-VTR Discount:	-\$12,315.18
Vector Price:	\$398,190.82
Chassis Sourcewell Contract #060920-NVS:	\$173,000.00
Total Before Tax:	\$571,190.82
State and Local Sales Tax 0.92%:	\$52,549.56

Final Total: \$623,740.38

ALL COST INCREASES FOR MAJOR COMPONENTS (ENGINES, TRANSMISSIONS, AXLES AND TIRES), ALL COSTS RESULTING FROM GOVERNMENT MANDATED REQUIREMENTS, AND ALL RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO FACTORY INVOICES.

Please remember Price indicated includes unapproved Special Request
Price valid for 30 Days from date of 04-02-2024

Product Model: 2100i
Proposal Date: 04-02-2024
Quote Number: 2024-72875
Price List Date: 03-31-2024
QTY: 1

Customer Initials _____

PROPOSAL NOTES: [Two city employees to do pre-delivery inspection at manufacturer.](#)



VACTOR

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364





Domestic Terms and Agreement

ORDERS: All orders are subject to acceptance by VactorManufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.



VECTOR

PRODUCT IMPROVEMENTS: Vector reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vector warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VECTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VECTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VECTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VECTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VECTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vector to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Vector's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vector unless in writing and agreed to by an authorized representative of Vector. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:



VACTOR

Date: _____





Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/23/2024

Agenda Number: 10F

Action Item

Title: Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Kittitas County for Corrections/Detention Services

From: Daniel Christman, Chief of Police

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: In consideration of Kittitas County’s commitment to house Selah inmates, the City shall pay Kittitas County a base rate of \$76.99 per day for the year 2024 and \$80.84 per day for the year 2025. Inmates requiring additional or “specialized conditions” shall be at the rate of \$153.98 per day in 2024 and \$161.68 per day in 2025.

Funding Source: General Fund

Background/Findings/Facts: The City of Selah desires to enter into a 2-year Interlocal Agreement (ILA) with Kittitas County for correction/detention services. This new ILA will provide the City the option to use the Kittitas County jail facilities through December 31, 2025.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken: None
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH KITTITAS COUNTY FOR CORRECTIONS/DETENTION SERVICES

WHEREAS, the City desires to enter into an Interlocal Agreement (ILA) with Kittitas County to provide the City the option of using the Kittitas County jail facilities through 2025; and

WHEREAS, a 13-page ILA has been prepared, the City Attorney has reviewed it, and its terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and authorized to sign the 13-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of April, 2024.

Roger Bell, Mayor

ATTEST:

Kim Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:

Rob Case, City Attorney

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2024-056

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SELAH, WASHINGTON AND KITTITAS COUNTY, WASHINGTON
FOR THE HOUSING OF INMATES

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, The City of Selah, Washington wishes to designate the Kittitas County Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Kittitas County is desirous of accepting and keeping in its custody such inmate(s) in the Kittitas County Jail for a rate of compensation and other terms and conditions mutually agreed upon by the parties; and

WHEREAS, by action taken at a regular meeting, the governing bodies of each of the parties to the Interlocal Agreement attached hereto have determined to enter into this Interlocal Agreement for the period from date fully executed until December 31, 2025, subject to earlier termination as provided in the Agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement for the Housing of Inmates that is attached hereto, and incorporated herein by this reference, and which shall be forthwith filed with the Kittitas County Auditor pursuant to RCW 39.34.040.

ADOPTED this 4th day of April 2024.



**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

[Signature]
Brett Wachsmith, Chairman

ABSENT

[Signature]
Laura Osiadacz, Vice-Chair

[Signature]
Cory Wright, Commissioner

APPROVED AS TO FORM:

[Signature]
Douglas R. Mitchell, Deputy Prosecuting Attorney

ATTEST:
[Signature]

- Clerk of the Board- Julie Kjorsvik
- Deputy Clerk of the Board- Mandy Buchholz

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SELAH, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON,
FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 4th day of April, 2024 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "Kittitas County", "The County" or "KCJ" on behalf of Kittitas County Jail, and The City of Selah, also a Washington Municipal Corporation, hereinafter referred to as the City of Selah on behalf of the Selah Police Department each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, Kittitas County owns and the Kittitas County Sheriff operates the Kittitas County Jail (KCJ), located in Ellensburg, Washington; and

WHEREAS, The City of Selah employs law enforcement officers who arrest persons for misdemeanors, gross misdemeanors, or felonies, which may result in jailing of the person arrested; and

WHEREAS, The City of Selah seeks to contract for jail facilities and services from KCJ for confinement of The City of Selah prisoners; and

WHEREAS, KCJ has expressed a willingness to provide jail facilities and services to The City of Selah; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the "City and County Jails Act" (Chapter 70.48 RCW), authorizes contracts for jail services made between two counties; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement (ILA) for the Housing of Inmates by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

I. Governing Law

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

II. Term

This agreement shall be effective from the date fully executed and signed by all parties as listed and shall extend until midnight, December 31, 2025, subject to earlier termination as provided herein.

III. Notice

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Selah PD: Selah Police Department
617 S 1st St
Selah, WA 98942

Primary Contact: Chief of Police Dan Christman
Phone: 509-698-7353
Chris Knox - Court Security
Secondary Contact: Phone: 509-853-6408

To the County of Kittitas: Kittitas County Jail
205 W 5th Ave, Ste 1
Ellensburg WA 98926

Primary Contact: Superintendent Steve Panattoni
Secondary Contact Lt. Edward Buntin
Phone: 509-962-7527

IV. Definitions

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- A. Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending at 23:59:59 p.m.
- B. Inmate Classifications. Shall be pursuant to the Kittitas County Jail Objective Jail Inmate Classification which is modeled after the National Institute of Jail

Classification.

- i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

- C. The City of Selah Prisoner (or may also be referred to as offender in this Agreement) means a person arrested by a Law Enforcement Officer of The City of Selah or another law enforcement agency, either on behalf of The City of Selah or on behalf of other municipalities booked into the Kittitas County Jail (KCJ) at any time and for any reason, including after sentencing. It is anticipated that prisoners confined at KCJ will be those sentenced to terms of incarceration in jail for periods of three hundred sixty-five days (365) or less, but may also be, as deemed appropriate, be prisoners not yet convicted under the same terms and conditions as those serving sentences. Transportation of all prisoners confined at KCJ pursuant to this ILA shall be the responsibility of The City of Selah, including all costs.
- D. Access of legal counsel to such prisoners shall be pursuant to the policies and schedule of KCJ, and no cost of such counsel shall be the responsibility of the KCJ. Kittitas County is in the process of implementing video conferencing for court proceedings and attorney access, and upon implementation thereof, The City of Selah will be allowed to make use of this technology and process at its own expense.
- E. Any bond to be posted for The City of Selah Prisoners shall be posted in accordance with the orders of the court setting the pre-trial conditions, and all such prisoners shall be transported to The City of Selah by and at the expense of The City of Selah, except that KCJ and The City of Selah may come to agreement for alternative transport options, paid for by The City of Selah including but not limited to the purchase of a bus ticket from Ellensburg to Selah, the cost of which would be reimbursed to KCJ.

V. Criteria for Determining Prisoner Status

For the purposes of this agreement:

- A. The City of Selah Prisoners being booked into the Kittitas County Jail shall remain the responsibility of The City of Selah Transport Officers and shall not be deemed an inmate of that facility until The City of Selah Prisoner is accepted by KCJ staff at the time of booking. Only Transport Staff authorized by The City of Selah may present a prisoner for confinement in KCJ pursuant to this ILA unless previously arranged and

approved in writing by the Jail Superintendent or his/her designee or superior. Any prisoner transported by The City of Selah to the KCJ with documentation showing that the prisoner is being held pursuant to an order entered by any court in a City of Selah case will be presumed to be acceptable for confinement except as otherwise provided herein.

- B. If a City of Selah Offender behaves in such a manner that disciplinary action is needed to correct the behavior, the City of Selah offender will be subjected to the same disciplinary process utilized by the County for the KCJ offenders. If a sanction applied results in loss of good time, KCJ will notify The City of Selah contact. If the offender behavior is to the level that KCJ determines they are no longer appropriate for KCJ, notice will be made to The City of Selah and the offender removed from KCJ via either the regularly scheduled transport or as soon as can be reasonably arranged by The City of Selah through special transport.

VI. Jail and Medical Services

- A. Inmates deemed City of Selah Prisoners for medical purposes shall mean any person incarcerated pursuant to this ILA. These prisoners shall receive such medical, psychiatric, and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Jail in the same manner and to the same extent as any other prisoner. KCJ will provide or arrange for provision of such medical, psychiatric, and dental services. Except for routine minor medical services provided by the County within the Kittitas County Jail, The City of Selah shall ultimately be responsible and pay directly or reimburse the KCJ for any and all costs associated with the delivery of any emergency or necessary medical service provided to The City of Selah Prisoners. The City of Selah shall be responsible for any and all emergent or necessary medical, dental, and psychiatric treatment provided outside of the Kittitas County Jail and shall be billed thereafter.
- B. If the County becomes aware that a City of Selah Prisoner is in need of medical health care requiring the assistance of a medical health care services provider outside of the Kittitas County Jail, then the County shall make reasonable effort to notify The City of Selah prior to obtaining said service. In the case of emergency, the County may notify The City of Selah after the service has been provided. Due to the realities of transporting prisoners between The City of Selah and the KCJ, it is anticipated that other than routine medical appointments scheduled in advance, KCJ shall perform such transport and other obligations needed to address the health needs of the City of Selah Prisoners in the same manner as any other inmate of KCJ. The City of Selah shall be responsible for the cost of all transport and other arrangements. To the extent possible, the parties agree that The City of Selah will not seek to place its prisoners in KCJ if significant medical care is reasonably anticipated.
- C. An adequate record of all such services shall be kept by the County for The City of Selah's review at its request, to the extent consistent with confidentiality regulations.

Any medical or dental services of major consequence shall be reported to The City of Selah as soon as time permits. If the offender is transferred back to The City of Selah, a discharge summary containing information concerning health care provided at KCJ shall accompany the offender via the Transport team.

- D. Should medical, psychiatric, or dental services require hospitalization, The City of Selah agrees to compensate KCJ dollar for dollar any amount expended or cost incurred in providing the same.
- E. Upon payment to KCJ by The City of Selah for a Selah Prisoner's health care expense, the County will assign to The City of Selah, if requested by The City of Selah, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.
- F. The City of Selah agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for The City of Selah Prisoners which are not performed by medical staff on contract with the County within the Kittitas County Jail, or paid by the Department of Social and Health Services, including medical, psychiatric, and dental bills as well as prescription medication expenses.

VII. Transportation

Kittitas County shall be responsible for the transportation of all prisoners from KCJ to local medical services and back. The City of Selah shall pay the actual costs for Kittitas County personnel required to appropriately and safely transport and maintain custody of prisoners during medical treatment, including overtime as needed to maintain staffing for operations. Kittitas County will contact The City of Selah with regard to any pre-planned major medical treatment to allow The City of Selah to consider the option of using its own personnel for transport and security, including provision of female personnel for medical matters specific to women.

The City of Selah shall be responsible for transporting all inmates to and from custody between The City of Selah and KCJ. KCJ shall provide The City of Selah adequate and sufficient notice of a City of Selah offender release date from KCJ so that The City of Selah can arrange transport on the scheduled transport back to The City of Selah, to prevent an inmate from being held beyond their release date. All inmates shall be picked up and transported to The City of Selah not less than 24 hours from discharge, with the exceptions noted under Section IV (E) for offenders released once bond had been posted. The City of Selah shall provide all documentation related to the booking of inmates, including court orders and the date and time at which custody commenced and is to end.

VIII. Compensation

- A. Kittitas County agrees to accept and house The City of Selah for compensation per prisoner at the rate of \$76.99 per day for the year 2024 and \$80.84 per day for the year 2025 (also see Section VI herein) except as provided below. This rate includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge The City of Selah a separate booking fee in addition to such rate.
- B. The rate of compensation for any inmate requiring additional or specialized conditions of incarceration to the extent that they must be placed alone in a single cell designed for double occupancy shall be \$153.98 per day for the year 2024 and \$161.68 per day for the year 2025. KCJ will promptly notify The City of Selah if an offender is placed alone in such a cell unless that housing is incidental to moving the offender or for short term disciplinary separation.
- C. The date of booking into, and the date of release from, the Kittitas County Jail of the City of Selah prisoner, no matter how little time of a twenty-four hour day it constitutes, shall count as one day for billing purposes and shall be billed to The City of Selah as a day of custody in Kittitas County.

IX. Billing and Billing Dispute Resolution Procedures

- A. The County shall transmit billings to the designated contact for The City of Selah on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, The City of Selah shall pay the full amount billed or withhold any portion thereof related to disputed medical costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.
- B. The designated person for billing is:
Melissa Maki, Community Services/Billing
Selah Police Department
617 S 1st St
Selah, WA 98942
Phone: 509-698-7361
Melissa.Maki@Selahwa.gov
- C. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month, provided that an exception may be made by KCJ in the event of an unforeseen event beyond the control of the parties. In this event, The City of Selah will notify KCJ as soon as possible of the situation.
- D. Withholding of any amount billed shall constitute a dispute to be resolved as follows:

- i) The Sheriff and Prosecuting Attorney of Kittitas County and the Chief of Police and Prosecuting Attorney for The City of Selah or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter, meeting in the months of January, April, July, and October if requested. If negotiations are unsuccessful, the dispute shall be referred to the Chairs of the Kittitas and The City of Selah legislative bodies for settlement. If not resolved by them within thirty (30) days of referral, the Chairs of the respective Boards of County Commissioners may, by mutual written consent, apply to the Kittitas County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay their own costs, expenses and fees for arbitration or litigation. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.
 - ii) Any amount withheld from a billing, plus interest thereon as set forth in Sec IX (B) determined owed to Kittitas County pursuant to the billing dispute resolution procedure described above shall be paid by The City of Selah within thirty (30) days of the negotiated resolution, arbitrator's decision, or court finding.
- E. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.
- F. Billing Statements. The County shall provide a billing statement each quarter in accordance with section IX (A).
- G. Unpaid balances over 60 days in arrears may result in cancellation of access to KCJ for booking of The City of Selah Prisoners.
- H. Upon cancellation or expiration of this agreement, all City of Selah Prisoners shall be taken into The City of Selah's custody on or before the effective date.

X. Termination

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If

the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.

- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, The City of Selah agrees to remove its inmate(s) from Kittitas County Jail. In the event of termination of this agreement, The City of Selah shall compensate the County for prisoners housed by KCJ after notice of such termination until The City of Selah retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

XI. Responsibility for Offender's Custody

It shall be the responsibility of the County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the prisoners' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require the County to provide services, treatment, facilities, or programs to The City of Selah Prisoners above, beyond or in addition to that which is required by applicable law.

XII. Right of Refusal

The County shall have the right to refuse to accept any prisoner from The City of Selah who, in the judgment of the County, has a current health condition which may adversely affect the safety of the individual or the safe operations of the Kittitas County Jail or will cause the reasonable operational capacity limits of KCJ to be reached or exceeded.

KCJ does not have the capability to house and care for inmates with serious medical or mental health diagnoses. Such inmates are not eligible to be incarcerated in KCJ. To ensure that such inmates are not presented to KCJ, all relevant records or other information of whatever nature in the possession of or known to The City of Selah shall be provided to KCJ in advance. That information may be exchanged via phone call. KCJ shall secure such records in a manner consistent with applicable State and Federal law and destroy them promptly upon the decision to not accept such an inmate. If such an inmate is inadvertently transferred or accepted, the Parties agree that the inmate shall be retrieved from KCJ as rapidly possible after discovery of their ineligibility for incarceration in the KCJ.

XIII. Indemnification

- A. Kittitas County shall defend, indemnify, and hold harmless The City of Selah, its agents, employees, and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of Kittitas County, its agents, employees or officers. Such liability shall include but not be limited to intentional acts, negligence, and violations of prisoner's constitutional rights.
- B. The City of Selah shall defend, indemnify and hold harmless Kittitas County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of The City of Selah, its agents, employees, or officers. Such liability shall include, but is not limited to, false arrest and false imprisonment.
- C. The Parties' obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the other Party, its agents, officers, employees or sub-consultants.
- D. The Parties' obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.
- E. The parties agree to cooperate in defense of any and all claims made, of whatever nature, to the extent possible.

XIV. Entire Contract

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

XV. Modification

This agreement may be modified and amended only in writing and signed by the parties hereto.

XVI. Independent Contractor

In providing services under this Interlocal Agreement, Kittitas County is an independent contractor and neither it nor its officers, agents or employees are employees of The City of Selah for any purpose, including but not limited to, responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Interlocal Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of The City of Selah under any applicable law, rule, or regulation.

XVII. General Provisions:

- A. Purpose. The purpose of this Interlocal Agreement is to permit the joint use of the Kittitas County Jail for confinement of prisoners of the parties to the Interlocal Agreement, thereby promoting maximum use and efficiency of the Kittitas County Jail.
- B. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Superintendent of the Kittitas County Jail.
- C. Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
- D. Venue. Venue for any lawsuit shall be determined pursuant to RCW 36.01.050.
- E. Filing. This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- F. Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

- G. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.
- H. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- I. Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
- J. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings, or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the above and foregoing Interlocal Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Selah Police Department:

Recommended for Approval:

Dan Christman Date

Approved as to form:

City Attorney Date

Approved:

Accepted for The City of Selah:

**THE CITY OF SELAH
CITY COUNCIL**

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

**COUNTY OF KITTITAS
BOARD OF COUNTY COMMISSIONERS**



Brett Wachsmith, Chairman

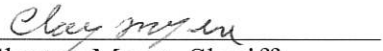
ABSENT

Laura Osiadacz, Vice-Chairman



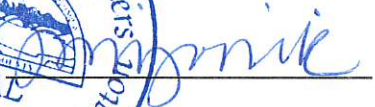
Cory Wright, Commissioner

**COUNTY OF KITTITAS
SHERIFF'S OFFICE**




Clayton Myers, Sheriff





 Clerk of the Board- Julie Kjorsvik
 Deputy Clerk of the Board- Mandy Buchholz

APPROVED AS TO FORM:

 #22877

Douglas R. Mitchell, Deputy Prosecuting Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/23/2024

Agenda Number: *Admin Report*

Informational Item

Title: Administrator's Report – LTAC Contracts

From: Rich Huebner, City Administrator

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: Following the Lodging Tax Advisory Committee (LTAC) meeting on January 22, 2024, I learned that the City of Selah has not previously utilized contracts for its lodging tax fund awards. I've previously managed lodging tax funds for three government agencies – Snohomish County, City of Monroe, and City of Moses Lake – and each used contracts for this purpose.

The primary reasons for using contracts for awards of lodging tax funds is the state constitutional prohibition against a city providing its money, property or credit, directly or by loan, except for the care of the poor and infirm; to do so is an unlawful gifting of public funds.

Local government agencies are allowed to enter into contractual agreements to provide funds to for- and non-profit agencies when the agency receives a good, service, or benefit.

Following the LTAC meeting, I met with Barb Petrea and Mary Linch from Community Days to discuss the reimbursement process and the contract. They didn't share any issues with the requirement of a contract, but requested it as soon as possible in order to ensure their ability to receive timely reimbursements.

The attached template contract was developed by me following review of the Snohomish County, Monroe, and Moses Lake templates; the attached was reviewed and refined by the City Attorney. I provided a draft for Barb to review, and she returned it signed. I will be providing similar contracts to the other approved LTAC recipients in the near future.

Recommended Motion: N/A – Informational Item Only

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none): N/A

LTAC AWARD AGREEMENT WITH **RECIPIENT**

This contractual LTAC Award Agreement (this or the “Agreement”) is entered into by and between the municipal government entity of the City of Selah (the “City”) on the one part, and ***Insert Recipient Name and Type of Entity here*** (the “Recipient”) on the other part.

Recitals

WHEREAS, RCW 35.21.700 empowers any city to “expend monies and conduct promotion of resources and facilities” within the city’s corporal limits or general area “by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion”; and

WHEREAS, RCW Chapter 67.28 empowers any city to impose lodging taxes; RCW 67.28.1815 provides that all revenues generated from lodging taxes “shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities”; and RCW 67.28.1816 similarly provides (via slightly different terminology) that such revenues must be used for such purposes; and

WHEREAS, the City does – via Selah Municipal Code (SMC) Chapter 4.03 – impose lodging taxes within its corporal limits, as a result the City periodically receives revenues from the State Treasurer that are generated from such taxes, and when such revenues are received the City credits them into the City’s “Tourism Fund No. 121” pursuant to SMC Chapter 12.82 (which fund is also known, per SMC Chapter 4.03, as the City’s “hotel/motel tax fund”); and

WHEREAS, the City’s Tourism Fund No. 121 constitutes the City’s “special fund” under RCW 67.28.1815, and, thus, the monies within such fund must be used for tourism promotion, acquisition of tourism-related facilities, and/or operation of tourism-related facilities in accordance with RCW 67.28.1815 and .1816; and

WHEREAS, prior to imposing lodging taxes within its corporal limits, the City established a Lodging Tax Advisory Committee (“LTAC Committee”) pursuant to RCW 67.28.1817, and the City maintains its LTAC Committee presently and intends to maintain it indefinitely; and

WHEREAS, the Recipient (as an applicant at the time) submitted a written Application for LTAC Funds (the “Application”) to the LTAC Committee, whereby the Recipient sought a specified amount of payment or reimbursement with regard to one or more qualifying usages under RCW Chapter 67.28; and

WHEREAS, the LTAC Committee reviewed and analyzed the Application, determined that it was validly submitted and consistent with RCW Chapter 67.28, and ultimately recommended that it be approved by City Council; and

WHEREAS, the Application was then considered by the City Council and the City Council affirmatively voted to approve the Scope of Work now-specified in “Exhibit A” hereto and the Project Budget now-specified in “Exhibit B” hereto; and

WHEREAS, the parties desire to enter into this Agreement so as to establish the applicable contractual terms, commitments, obligations, restrictions and understandings between the parties with regard to how and when the Recipient will receive LTAC funds and how the Recipient must use such funds;

NOW THEREFORE, the parties agree as follows:

LTAC AWARD AGREEMENT WITH **RECIPIENT**

Agreement

1. Incorporation of Recitals. The Recitals set forth above are incorporated by this reference as operative terms of this Agreement, as if each and every Recital is fully set forth within this paragraph 1.

2. Services by Recipient. The Recipient shall perform the services identified in the attached Scope of Work (“Exhibit A” hereto), and shall provide any staffing, materials and/or supplies that are necessary to carry out such work. The Recipient represents and warrants that he/she/it is qualified and capable of performing the services, possesses any necessary technical and professional expertise, and is able to obtain all such staffing, materials and/or supplies.

a. Recipient’s Separate Obligations. The parties mutually acknowledge that Recipient may be committed to performing professional services for one or more third-parties separately from this Agreement and potentially concurrently with Recipient’s performance under this Agreement. Recipient represents and warrants that his/her/its performance for any third-party shall not hinder or delay Recipient’s performance under this Agreement, and Recipient promises to resolve any time, effort, and/or other conflicts in favor of performing under this Agreement.

3. Term for Recipient’s Performance. The Recipient shall complete all services in a timely manner and according to any schedule and/or specified date(s) identified with the Application and/or any portion of this Agreement, and all performance must be completed no later than one calendar year after the parties’ entry into this Agreement.

4. The LTAC Award. The City shall pay the Recipient, as reimbursement to the Recipient, the lesser of the Recipient’s actually-incurred expenses or the maximum amount of **\$award amount** (the “LTAC Award”) in exchange for the Recipient timely and satisfactorily completing the Scope of Work (“Exhibit A” hereto). No payment(s) by the City will occur until after the Scope of Work (“Exhibit A” hereto) is complete and Recipient delivers to the City’s Clerk-Treasurer one or more invoice(s) reciting the expenses that the Recipient actually incurred. Upon receipt of any invoice(s), the City shall have a period of thirty (30) calendar days to review and analyze such and to issue proper payment(s) to the Recipient. The LTAC Award shall be the exclusive and total compensation owed and payable to the Recipient in exchange for performance of the Scope of Work (“Exhibit A” hereto).

a. Potential Reduction due to Shortfall of Revenues. The parties mutually acknowledge that the above-specified full LTAC Award amount was established based upon estimated revenue projections. Accordingly, the parties further acknowledge that the City’s ability to pay, and thus the City’s contractual obligation to pay, the full amount of the LTAC Award is and are expressly contingent upon actual revenues meeting or exceeding such projections. If actual revenues fall short of such projections for any reason or to any degree, the City shall provide written notice to Recipient as to the extent of the shortfall and the parties shall then promptly meet and confer in good faith in an attempt to negotiate one or more appropriate amendment(s) to this Agreement including without limitation reduction or change to the Scope of Work (“Exhibit A” hereto) and/or reduction or change of the above-specified full LTAC Award amount. The provisions of this paragraph 4.a. are without prejudice to either party’s termination rights pursuant to paragraph 16.

5. Restrictions on Usage of Funds. Payment(s) hereunder shall be used only for “Tourism Promotion” as defined within RCW 67.28.080(6), and thus meaning activities, operations, and/or expenditures designed to increase tourism, including but not limited to advertising, publicizing, and/or otherwise distributing information for the purpose of attracting and welcoming tourists; developing

strategies to expand tourism; operating tourism promotion agencies; and/or funding the marketing of or the operation of special events and festivals designed to attract tourists.

6. Recipient's Recordkeeping and Status Report Obligations. The Recipient shall maintain accurate accounts and complete records – specifically including, without limitation, invoices and receipts of payment to and/or from the Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees – in accordance with generally accepted accounting principles and common bookkeeping standards. Recipient shall, within thirty (30) calendar days following completion of the Scope of Work ("Exhibit A" hereto), provide the City with one or more detailed written Status Reports, which shall include, at a minimum, all of the following information:

- a summary of all actions undertaken by the Recipient under this Agreement;
- a complete, itemized accounting of the Recipient's actually-incurred expenses under this Agreement, and copies of all corresponding expenditure receipts or records;
- a list of festivals, special events, instances of Tourism Promotion and/or tourism-related facilities provided by the Recipient under this Agreement;
- the respective amount of revenue expended on, at or during each festival, special event, instance of Tourism Promotion and/or tourism-related facility by the Recipient under this Agreement;
- a summary of the services provided to tourists, if any;
- the overall attendance at each festival or special event, if any;
- the number of non-residents (tourists) served during each festival or special event, if any, including separate specification of the number who traveled more than fifty (50) miles in order to attend;
- the number of overnight stays generated by each festival or tourism event, if any; and
- any other data, information and/or measurements that demonstrate the occurrence of and/or the impact of increased tourism due to each festival, special event, instance of Tourism Promotion and/or or tourism-related facility provided by the Recipient under this Agreement.

a. Additional Information upon Request. The Recipient shall, within ten (10) calendar days following a request by the City for additional information and/or further accounting of services and expenditures, respond to the City in writing and provide each and all of such.

b. Assist with Responding to Public Records Requests. The Recipient shall retain all records consistent with, and for the minimum applicable duration under, applicable the record retention obligations and standards under state law. The Recipient shall fully cooperate with and assist the City with respect to any Public Records Request, subpoena and/or other lawful demand that the City receives that, in whole or in part, seeks copies of any record(s) used, generated, produced, created, received, and/or possessed by the Recipient relative to Recipient's entry into and/or performance under this Agreement. The Recipient shall, within ten (10) calendar days following a request by the City, furnish the City with full and complete copies of any such record(s). Each and every instance of the Recipient failing to timely and/or fully provide such record(s) shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, court costs, litigation expenses, attorneys' fees, and/or any other items or expenses as a

result of any such breach(es), the Recipient shall timely and fully hold harmless, indemnify and defend the City consistent with paragraph 8.

7. Relationship of Parties. The City and the Recipient are, and will at all times remain, separate and distinct. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between the City and the Recipient. Rather, the sole relationship is a contractual relationship governed by this Agreement. Recipient is, and will at all times remain, an independent contractor, and Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees shall not be considered to be employees, agents and/or representatives of the City. Recipient shall have no authority to bind the City to any contract, agreement, commitment, duty, and/or obligation. Recipient shall not represent to any person or entity that Recipient possesses authority to act on behalf of the City and/or discretion to make decisions for the City.

a. City is Not Liable for any Wages, Fringe Benefits and/or Taxes. The City shall not be liable for, obligated to pay or provide to Recipient, and/or obligated to pay or provide to any of Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees, any wages or salaries, sick leave benefits, vacation accrual or pay, overtime accrual or pay, worker's compensation or industrial insurance coverage or benefits, and/or any other financial or non-financial item or fringe benefit whatsoever including but not limited to those kinds and amounts that the City provides to any of its own direct employees. Nor shall the City be required to calculate, pay, withhold, and/or deduct any social security taxes, income taxes, and/or other kinds or amounts of withholdings or deductions from any amount(s) paid by the City to the Recipient. Rather, all payments shall occur on a IRS 1099 basis and Recipient shall be exclusively responsible for paying its employees, agents, staff, subcontractors, suppliers, and/or invitees, and also exclusively responsible for calculating, paying, withholding, and/or deducting any applicable wages, salaries, fringe benefits, taxes, and/or other withholdings, deductions or obligations.

8. Indemnification. The Recipient agrees to hold harmless, indemnify and defend at the Recipient's own immediate and continuing burden and expense with a lawyer of the City's choice, the City and its officers, officials, agents, employees, departments, contracting parties, risk pools, and/or insurers from, against and with respect to any and all claims, demands, damages, awards, fines, penalties, losses, suits, actions, judgments and costs – including but not limited to costs and attorney's fees, and claims by the Recipient itself and/or the Recipient's own employees, agents, staff, subcontractors, suppliers, and/or invitees of any kind including but not limited to worker's compensation claims or industrial insurance claims – that in any degree arise out of, relate to, are caused by, stem from, and/or are connected with any Recipient action, inaction, omission, process, practice, and/or decision. The Recipient's responsibility under this paragraph 8. shall survive termination of this Agreement.

9. Non-Discrimination. The Recipient shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms and/or conditions of employment, agency and/or contractor status because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s); nor shall the Recipient limit, segregate and/or classify employees, agents and/or contractors in any way to deprive any individual of opportunities because of one or more of such factors.

10. Insurance. The Recipient shall procure and maintain insurance against claims for injuries to persons and/or damage to property that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement and all actions, inactions, omissions, processes, practices, and/decisions by Recipient's employees, agents, staff, subcontractors, suppliers,

and/or invitees agents, representatives, or employees. At a minimum, such insurance shall include the following:

- Worker's compensation and employer's liability insurance as required by the State of Washington; and
- General commercial liability insurance in an amount not less than a single limit of \$2,000,000.00 for bodily injury, including death and property damage per occurrence, and a combined limit of \$2,000,000.00 general aggregate.

a. Additional Clarifications and Requirements. The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Recipient as to the kinds or amounts of insurance necessary to protect the Recipient's interests and any decision by the Recipient to carry or not carry insurance kinds and/or amounts in excess of the above-stated minimums is solely that of the Recipient. If the Recipient maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits maintained by the Recipient irrespective of whether such limits are greater than those required by this Agreement and/or whether any Certificate or Endorsement evidences or suggests lower limits of liability.

i. Licensed Provider. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ii. City as Additional Insured. The City shall be named on all insurance policies as an additional insured. The Recipient shall submit a Certificate of Insurance to the City evidencing the coverages specified above, together with an Additional Insured Endorsement naming the City, within fifteen (15) calendar days of Recipient's execution of this Agreement and prior to the performance of any work under this Agreement. The Certificate and Endorsement shall cover the work specified in or performed under this Agreement. The Certificate and Endorsement must be project-specific and/or site-specific.

iii. Notice of Cancellation. The Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of Recipient's receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days' prior written notice to the City.

iv. Primary Insurance. The Recipient's insurance coverage shall be primary insurance in all regard. Any insurance, self-insurance, and/or insurance pool coverage maintained by the City shall be secondary and excess to the Recipient's insurance and shall not contribute with it.

v. No Limitation of Liability. The Recipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Recipient in any regard and/or to otherwise limit the City's recourse as to any remedy available at law or equity.

vi. Failure to Maintain Coverage. Failure on the part of the Recipient to maintain the insurance as required shall constitute a material breach of contract, upon

which the City may, after giving five (5) business days' notice to the Recipient demanding that Recipient correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be, at the City's sole discretion, either repaid to the City by Recipient on demand and/or offset against any funds due the Recipient from the City.

11. Breach by Recipient. In the event Recipient breaches one or more provision(s) of this Agreement, the City may withhold payment of funds not already paid. Each breach must be remedied within ten (10) calendar days after notification by the City, otherwise the City's obligation to pay any amount(s) under this Agreement shall lapse, expire and be negated.

12. Amendments. This Agreement may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties and attached to this Agreement.

13. Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally or by certified mail, return receipt requested, to the address that follows:

City of Selah
Rich Huebner, City Administrator
115 W. Naches Avenue
Selah, WA 98942

Recipient Name
Person, Title
Street Address
City, State, Zip

14. Construction. This Agreement shall be construed in a manner reasonably consistent with applicable state law and local regulations.

15. Disputes, Governing Law and Venue. Any disputes that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement, which are not resolved by negotiation between the parties, shall be litigated in the Yakima County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and incurred costs. This Agreement shall be governed by the laws of the State of Washington.

16. Termination. Either party may terminate this Agreement, with or without cause, upon providing thirty (30) calendar days' written notice to the other party. This Agreement may also be terminated immediately by the City upon failure of Contractor to remedy a breach of this Agreement. Paragraphs 8. (Indemnification), 10. (Insurance), 11. (Breach by Recipient), and 15. (Disputes, Governing Law and Venue) shall each and all survive the expiration or termination of this Agreement.

EXECUTED this _____ day of _____, 20__.

City of Selah

Recipient Name

By: _____
Rich Huebner, City Administrator

By: _____
Person, Title

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PROJECT BUDGET