



## City of Cashmere

101 Woodring Street  
Cashmere, WA 98815  
Ph (509) 782-3513 Fax (509) 782-2840  
Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

CASHMERE CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 9, 2019 6:00 P.M., CITY HALL

### **AGENDA**

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### ANNOUNCEMENTS & INFORMATION

#### PUBLIC COMMENT PERIOD - For Items Not on the Agenda

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of August 12, 2019 Regular Council Meeting
2. August 26, 2019 Council Meeting was Cancelled
3. Payroll and Claims Packet Dated August 26, 2019
4. Payroll and Claims Packet Dated September 9, 2019
5. Public Hearing October 21, 2019 at 6:00 p.m. on possible increase in property tax
6. Public Hearing November 12, 2019 at 6:00 p.m. on Preliminary Budget for 2020
7. Public Hearing November 25, 2019 at 6:00 p.m. on Final Budget for 2020

#### BUSINESS ITEMS

1. Agreement for legal services effective as of January 1, 2020
2. Contract for Janitorial Services for City Hall and City Library
3. Professional Service Agreement with BIRDZEYPHOTO.COM
4. Water Resources Drought Response Agreement between Department of Ecology and City for grant funds for Well #10 Improvements
5. Decision on increase in water rates

#### PROGRESS REPORTS

- Copy of Service Contract with Smith Excavation for Sherman Reservoir Valve and Pump Station

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
**Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)**

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY AUGUST 12, 2019 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. Director of Operations Steve Croci recorded minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Steve Croci, Director of Operations	Kay Jones, Clerk-Treasurer Chuck Zimmerman, City Attorney

FLAG SALUTE

EXCUSED ABSENCE

None.

ANNOUNCEMENTS & INFORMATION

Council member Pratt indicated Cashmere Airport would like the City to adopt an ordinance for an Airport Overlay District (AOD) from the end of the runway at Sullivan Street east to the middle of Tigner Road.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

None.

APPROVAL OF AGENDA

MOVED by Counselor Pratt and seconded by Councilor Smith to add discussion on Cashmere Airport AOD to agenda. Motion carried 5-0.

MOVED by Councilor Smith and seconded by Councilor Scott to approve the agenda as amended. Motion carried 5-0.

CONSENT AGENDA

Minutes of July 22, 2019 Regular Council Meeting

Payroll and Claims Packet Dated August 12, 2019

Claims Direct Pay and Checks #39866 and #39871 through #39913, listed on attached Registers, totaling \$452,223.19.

Payroll Direct Pay and Checks #39841 through #39865 totaling \$126,679.66.

Manual Check #39838 through #39840 and #39867 through #39870 not needing prior approval.

AGREEMENT WITH STANDARD PALLET CO. FOR GRINDING MATERIAL AT CITY MULCHING CENTER  
MOVED by Councilor Scott and seconded by Councilor Erickson to approve agreement with Standard Pallet Co. to grind material at mulching center and authorize Mayor to sign agreement. Motion carried 5-0.

ORDINANCE NO. 1278 AMENDING THE 2019 BUDGET  
MOVED by Councilor Scott and seconded by Councilor Carlson to approve Ordinance 1278 amending the 2019 budget with edits. Motion carried 5-0.

SURPLUS EQUIPMENT LIST  
MOVED by Councilor Smith and seconded by Councilor Carlson to approve the surplus equipment list. Motion carried 5-0.

WATER RATE STUDY - DECISION ON WATER RATE INCREASE OPTION  
MOVED by Councilor Erickson and seconded by Councilor Carlson to accept the Water Rate Study by the FSC Group as complete. Motion carried with 3 voting in favor and Councilors Scott and Pratt voting no.

Council directed staff to gather more information on how system development charges (SDC) were determined, compare the proposed SDC to existing fees and to other local municipalities, and explore the possibility of incrementally increasing (phasing) SDC.

PROGRESS REPORTS  
Director Croci reported on the progress of the Chapel Street project, the Sherman Roof repair project and the Streetlight Repair project.

Mayor Fletcher announced the application for the City to obtain additional Wenatchee River water rights is currently open for public comment, and the City may be able to obtain additional water rights from the former Jones Shotwell Ditch. The City is working with legal counsel on these processes. The Food Bank has renewed interest in pursuing City property on Applets Way as a potential building site. Mayor Fletcher expressed renewed interest in establishing Cashmere as a "quiet zone" at railroad crossings.

ADJOURNMENT  
Mayor Fletcher adjourned the meeting at 7:00 p.m.

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James Fletcher, Mayor

Attest:

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Steve Croci, Director of Operations



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### **NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE REVENUE SOURCES AND POSSIBLE INCREASE IN PROPERTY TAXES**

The Cashmere City Council will hold a public hearing on Monday, October 21, 2019 at 6:00 p.m. at the Cashmere City Hall on the City of Cashmere Revenue Sources and possible increase in Property Taxes. The public is invited to attend said hearing and make comment.

Kay Jones  
City Clerk-Treasurer  
CITY OF CASHMERE

**Please publish one time only on October 9, 2019**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



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### **NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE PRELIMINARY 2020 BUDGET**

The Cashmere City Council will hold a public hearing on Tuesday, November 12, 2019 at 6:00 p.m. at the Cashmere City Hall on the City of Cashmere Preliminary Budget for 2020. The public is invited to attend said hearing and make comment.

Kay Jones  
City Clerk-Treasurer  
CITY OF CASHMERE

**Please publish one time only on October 30, 2019**

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To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



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### **NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE FINAL 2020 BUDGET**

The City of Cashmere Preliminary 2020 Budget has been filed with the City Clerk-Treasurer. The Cashmere City Council will hold a public hearing on the Final 2020 Budget for the City of Cashmere on Monday, November 25, 2019, at 6:00 p.m. at the Cashmere City Hall, 101 Woodring Street. Copies of the preliminary budget are available by November 20<sup>th</sup> at Cashmere City Hall, 101 Woodring Street, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. The public is invited to attend said hearing and make comment.

Kay Jones  
City Clerk  
CITY OF CASHMERE

**Publish twice, November 6 and November 13**

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# CITY OF CASHMERE AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into effective as of January 1, 2020, between the City of Cashmere ("City") and the law firm of Ogden Murphy Wallace, P.L.L.C. ("OMW").

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. **Services.** OMW will serve as attorneys for the City on all civil legal matters assigned or referred to OMW at the direction of the City. During the term of this Agreement OMW shall be the legal advisor to the City and of all officials and employees of the City in relation to matters pertaining to their respective offices. OMW shall represent the City in all legal matters, except matters involving specific specialized services not generally provided by OMW, and except in the case of ethical conflicts or when an insurance provider assigns alternative counsel. OMW shall prepare and/or review the documents, resolutions and contracts of the City as requested by the Mayor, the City staff, and/or the City Council. OMW shall perform such other duties as the City shall direct. OMW shall attend City Council meetings as requested by the Mayor and/or the City Council.

2. **Personnel Performing Services.** Charles D. Zimmerman of OMW shall be the lead attorney responsible for performing the services specified in Paragraph 1. Back-up and supplemental coverage will be provided by Peter A. Fraley, Julie K. Norton, Erin McCool, and other attorneys within OMW.

3. **Billing.** OMW will bill the City on a monthly basis for services performed. Time will be billed in one-tenth of one hour segments and will be itemized as to the service provided, the date, the hourly rate, and the person performing the service.

4. **Compensation.** The City will pay OMW for the time spent providing services pursuant to this Agreement at the following discounted hourly rates for 2020:

Billing Category	Rate
Attorneys with 25 years or more experience	\$280 per hour
Attorneys with 11 to 24 years experience	\$255 per hour
Attorneys with 5 to 10 years experience	\$230 per hour
Attorneys with less than 5 years experience	\$215 per hour
Paralegals	\$ 90 per hour

The above rates shall be increased effective January 1 of 2021, and each January 1 thereafter during the term of this Agreement or any extension of this Agreement, by three percent (3%).

Reimbursement will be made by the City to OMW for expenditures related to court costs and fees, including but not limited to filing fees, recording fees, service of process fees, expert witness fees, deposition charges, and costs incurred by an investigator or an expert. Time spent providing services to the City shall include time spent traveling to and from the City and other places for meetings or court hearings. Other expenses may be reimbursed when authorized by the Mayor.

5. **Term of Agreement.** This Agreement shall commence effective January 1, 2020, and shall remain in effect until December 31, 2024. This Agreement may be extended by written agreements approved by OMW and by the City Council of the City. At least one hundred twenty (120) days prior to the termination date of this Agreement or the termination date of any extension, the parties agree to meet by and through the individuals listed for providing notices in Paragraph 10 of this Agreement for the purpose of discussing an extension to this Agreement. In the event the Agreement is not extended, work in progress will be completed by OMW if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, OMW will submit all unfinished documents, reports, or other material to the City and OMW will be entitled to receive payment for any and all work completed, provided such work was requested to be performed by the City.

6. **Termination.** This Agreement or any extension may be terminated at any time and for any or no reason by the terminating party providing the other party one hundred twenty (120) days written notice of termination. This Agreement or any extension may be terminated immediately for cause at any time by either party providing the other party written notice of termination and the for cause reason for termination.

7. **Independent Contractor.** OMW is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay to OMW, or any employee of OMW, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to OMW which may arise as an incident of OMW performing services for the City.

8. **Ownership of Work Product.** All data, materials, reports, memoranda, and other documents developed by OMW under this Agreement specifically for the City are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit. The City agrees that if such data, materials, reports, memoranda, or other documents prepared by OMW are used for purposes other than those intended in this Agreement, the City does so at the City's sole risk.

9. **Insurance.** OMW agrees to maintain in force, throughout the term of this Agreement, General Liability Insurance and Professional Errors and Omissions Insurance in coverage amounts of not less than \$2,000,000 each.



10. **Notices.** Any notices required hereunder shall be delivered to the respective party at the respective addresses set forth below or such other individual or address designated in writing by either party:

Charles D. Zimmerman  
Ogden Murphy Wallace, P.L.L.C.  
Riverfront Center  
One Fifth Street, Suite 200  
P.O. Box 1606  
Wenatchee, WA 98807-1606

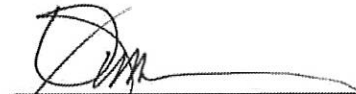
Attn: Mayor  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

11. **Entire Agreement.** This Agreement represents the entire integrated agreement between The City and OMW, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. Photocopies of this signed Agreement shall be treated the same as an original for all purposes.

Approved by the City Council of  
the City of Cashmere at an Open  
Public Meeting the \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Jim Fletcher  
Mayor

Approved by Ogden Murphy Wallace  
P.L.L.C., the 19th day of  
August, 2019.

  
\_\_\_\_\_  
Charles D. Zimmerman  
Member

## CONTRACT FOR JANITORIAL SERVICES

THIS AGREEMENT made and entered into between the CITY OF CASHMERE, a municipal corporation, under the laws of the State of Washington, hereinafter called CITY and THE ESTABLISHMENT LLC, doing business as NUCLEAR BUILDING MAINTENANCE hereinafter called JANITOR.

Section 1. Employment of JANITOR. CITY employs THE ESTABLISHMENT LLC, doing business as NUCLEAR BUILDING MAINTENANCE for the purposes of acquiring the necessary janitorial services in the form of:

All cleaning and maintenance as listed on Exhibit A, attached.

JANITOR shall provide all necessary cleaning equipment such as vacuums, mops, brooms, etc.

CITY shall provide all cleaning agents such as sprays, powders, disinfectants, waxes, etc. and all stock items such as toilet paper, paper towels, garbage can liners, etc.

Section 2. Compensation. CITY shall pay \$348.52 per month for weekly janitorial services at City Hall, and \$318.46 per month for weekly janitorial services at the City Library as described on Exhibit "A" Scope of Work.

Section 3. Prevailing Wage. Per RCW 39.12.020 JANITOR shall pay employees a minimum of Washington State prevailing wages and wages shall be altered annually to recognize and follow the most recent increases in prevailing wages each year after the first year of contract period. In January of each year JANITOR shall give written notice to CITY of minimum wages to be paid during the year.

Section 4. Insurance and Bonds. JANITOR shall furnish to CITY upon request at any time during the term of this contract, proof of general liability insurance and any bonding required by Washington state law. JANITOR shall notify CITY of any changes made with respect to such insurance and bonds. JANITOR shall further notify CITY of any change in ownership of NUCLEAR Building Maintenance.

Section 5. Assignability. Both parties recognize that this contract is for personal services and cannot be transferred, assigned or sublet by either party without the prior written consent of the other.

Section 6. Term. It is agreed and understood that this agreement shall begin October 1, 2019 and remain in full force and effect from the date hereof until terminated as set forth in Section 7.

Section 7. Amendment and Termination. This agreement may only be amended in writing and either party may terminate this agreement upon thirty (30) days notice to the other.

Section 8. Indemnity and Hold Harmless. JANITOR agrees to hold harmless and indemnify CITY for any loss, liability or cause of action arising out of JANITOR'S performance of this agreement. CITY agrees to hold harmless and indemnify JANITOR for any loss, liability or cause of action arising out of CITY'S performance of this agreement. Such indemnification shall include liability for cost of defense and reasonable attorney fees.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF CASHMERE

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk-Treasurer

JANITOR

By: \_\_\_\_\_  
Todd Crisman, Founder

JANITOR CONTRACT  
Scope of Work

**Cashmere City Hall:**

- Main office, hallway, council chambers, front entrance, small conference room, kitchen/breakroom, 2 restrooms, and 5 offices
  - ✓ Empty/clean all trash containers and replace liners as needed
  - ✓ Sanitization wipe all desks and countertops, including all work stations (including phones and back/base of monitors) without disrupting documents/paperwork
  - ✓ Sweep and mop all hard surface floors
  - ✓ Vacuum all carpeted areas, and stairs in entry as needed
  - ✓ Clean and sanitize break room including sink, counters and exterior of refrigerator, microwave and cabinets
  - ✓ Clean and sanitize restrooms using established practice and procedure
  - ✓ Staff will refill restroom and breakroom consumable dispensers
  - ✓ Spot-clean entry glass doors and relights
  - ✓ Clean, dust and wipe all furniture, spot-wash wall and equipment as needed
  - ✓ High dusting/cobweb removal and dust blinds

**Cashmere City Library:**

- Main room, 2 restrooms, 2 offices
  - ✓ Empty/clean all trash containers and replace liners as needed
  - ✓ Sanitization wipe all desks and countertops, including all work stations (including phones and back/base of monitors) without disrupting documents/paperwork
  - ✓ Sweep and mop all hard surface floors
  - ✓ Vacuum all carpeted areas
  - ✓ Clean and sanitize restrooms using established practice and procedure, including refill of consumable dispensers
  - ✓ Spot-clean entry glass doors and relights
  - ✓ Clean, dust and wipe all furniture, spot-wash wall and equipment as needed
  - ✓ High dusting/cobweb removal and dust blinds

**MAINTAIN SECURITY ON PREMISES WITH LOCKING ALL DOORS/WINDOWS WHILE ON DUTY AND BEFORE DEPARTING EACH WORK PERIOD.**

# Staff Summary

**Date:** 9/4/2019  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Professional Service Agreement with BIRDZEYPHOTO.COM

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Proposed services are to use drones to photograph city owned property at the wastewater treatment plant and produce a video to assist in planning for future uses of the property.

Discussions regarding possible future use started last January during the community forum. The next planning step for the old lagoons is to organize a community planning committee that can be tasked with recommending goals for potential uses. A video presentation will assist the committee and the public in reviewing the property. The video will be linked to the City's updated website for public review.

Services include drone photography and editing to create a video presentation.

**Staff Recommendation: Approve the agreement with [birdzeyphoto.com](http://birdzeyphoto.com), and authorize the Mayor to sign**

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## **CITY OF CASHMERE PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this date between the CITY OF CASHMERE (“CITY”), a Washington municipal corporation, and BIRDZEYEPHOTO.COM (“PHOTOGRAPHER”).

In consideration of the mutual covenants and agreements contained herein, the CITY and PHOTOGRAPHER mutually agree to the following terms and conditions:

1. RETENTION OF PHOTOGRAPHER. The CITY retains the PHOTOGRAPHER to perform the SCOPE OF WORK for drone photography services. The PHOTOGRAPHER agrees to perform, according to the best of its professional ability and skill, the requested drone photography services authorized by the CITY. All work shall be done under the direction of the City Mayor or his or her designee.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the 9<sup>th</sup> day of September, 2019, until completion of the SCOPE OF WORK or until terminated by either party, whichever first occurs.

3. INDEPENDENT CONTRACTOR. The PHOTOGRAPHER and the CITY agree that the PHOTOGRAPHER is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither PHOTOGRAPHER nor any employee of PHOTOGRAPHER shall be entitled to any benefits afforded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the PHOTOGRAPHER, or any employees of PHOTOGRAPHER.

4. CONSULTING SERVICES. The PHOTOGRAPHER shall provide services as authorized by the CITY as identified in the SCOPE OF WORK, attached hereto marked as Exhibit “A” and made a part of this Agreement as if set forth in full herein.

5. CITY’S RESPONSIBILITIES. The CITY’s responsibilities under this Agreement will include the following:

5.1 Make reasonable effort to gain full and free access for the PHOTOGRAPHER to enter upon all property required for the performance of the PHOTOGRAPHER’s services under this Agreement and to which the PHOTOGRAPHER advises the CITY that the PHOTOGRAPHER needs access.

5.2 Compensate, as provided by this Agreement, the PHOTOGRAPHER for services rendered under this Agreement.

6. CONSULTING FEES AND COSTS. PHOTOGRAPHER shall provide professional services for which the CITY shall compensate the PHOTOGRAPHER at the rates listed below. Total billings for services provided will not exceed \$3,500.

6.1 \$150.00 per hour for drone photos – approximately 10 hours

\$100.00 per hour for photo editing – approximately 20 hours

7. BILLINGS AND PAYMENTS. The billings for the PHOTOGRAPHER's services shall identify at a minimum the following:

7.1 The date on which the services are provided;

7.2 A brief description of the services provided;

7.3 The hourly rate of services performed; and

7.4 The time expended to perform the services.

PHOTOGRAPHER shall bill the CITY for services provided by the PHOTOGRAPHER when the Scope of Work has been completed. The CITY shall pay PHOTOGRAPHER's bill within thirty (30) days of receipt of the PHOTOGRAPHER's bill.

8. INDEMNIFICATION. The PHOTOGRAPHER agrees to hold harmless, indemnify and defend the CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the PHOTOGRAPHER, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the PHOTOGRAPHER, its agents or employees, in connection with the services required by this Agreement, provided however, that:

9. INSURANCE. The PHOTOGRAPHER shall have in place, at all times, comprehensive motor vehicle insurance with coverage for personal injury and property damage claims arising out of the use of motor vehicles with combined single limits of \$100,000.00 per person and \$300,000.00 per occurrence. A Certificate of insurance coverage as required herein shall be delivered to the CITY within fifteen (15) days following execution of this Agreement by CITY.

10. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

11. ASSIGNMENT. The PHOTOGRAPHER shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY, which written consent may be withheld by the CITY for any or no reason.

12. AGREEMENT TERMINATION. The CITY or PHOTOGRAPHER may terminate this Agreement by giving thirty (30) days' written notice to the other party. In such event, the CITY shall forthwith pay the PHOTOGRAPHER in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, the PHOTOGRAPHER agrees to cooperate reasonably with any PHOTOGRAPHER thereafter retained by the CITY in making available information developed as the result of work previously performed by the PHOTOGRAPHER. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.


13. NOTICES. Notices provided for in this Agreement shall be provided by hand delivery or via U.S. mail, postage prepaid, to the addresses for giving notices provided at the end of this Agreement, or as such addresses may be changed by a party in writing from time to time.

14. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the PHOTOGRAPHER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the PHOTOGRAPHER. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and PHOTOGRAPHER and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and PHOTOGRAPHER and not for the benefit of any other party.

APPROVED by the CITY OF CASHMERE,  
WASHINGTON, the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
James Fletcher, Mayor

APPROVED by PHOTOGRAPHER the  
3<sup>rd</sup> day of September 2019.

  
\_\_\_\_\_  
(Signature)

Rick Wood  
\_\_\_\_\_  
(Print Name)

Address for Giving Notices:

CITY OF CASHMERE

Attn: Mayor  
101 Woodring Avenue  
Cashmere, WA 98815

Phone: (509) 782-3513

Address for Giving Notices:

BIRDZEYEPHOTO.COM

Attn: Rick Wood

\_\_\_\_\_  
Cashmere, WA 98815

Phone: (509) 470-4429



## SCOPE OF WORK

Goal – To create public awareness and involvement in planning future use of Cashmere’s former wastewater treatment lagoons

Activity – Visual tour of property and features, similar to a real estate sale.

Visualization:

- Orientation of property to Cashmere
  - location, how to get there from town
  - location of wastewater treatment plant
- Size and shape, two sites East End and West End
  - tour of West End site about 14 acres: coverage along road, along levee/trail/river, loop back past treatment plant and along Riverfront Drive
    - Special features
      - river frontage,
      - flat developable land
      - suitable for mixed uses, economic development
    - tour of East End about 6.5 acres: coverage from treatment plant to river north along levee and river to treatment plant and loop back to road.
      - Special features
        - River frontage access for rafts/tubers
        - flat land
        - Possible pedestrian bridge across river

Possibilities – voice over generic talking points

- Move or remove levees along the river
- Recreation activities, rafting/tubing access, picnic, sports, restrooms
- Habitat conservation, salmon, birds, wildlife
- Economic development along Riverfront Drive side of property
- Trail along river, walk/bike from town
- Pedestrian/bike bridge across river.



## Agreement No. WRDROU-1923-Cashme-00024

### WATER RESOURCES DROUGHT RESPONSE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF CASHMERE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Cashmere, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	Well #10 Improvements
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	08/26/2019
The Expiration Date of this Agreement is no later than:	09/30/2019
Project Type:	Domestic

#### Project Short Description:

Well #10 is a primary drinking water source for the City of Cashmere. This well had to be shut down due to low ground water levels. The proposed project would get this well functional and improve the long-term reliability and efficiency. The proposal would add a variable speed drive and water level transducer, the pump and motor would be rebuilt or replaced and the well would be cleaned. Work could happen immediately. An additional benefit is more water in the Wenatchee River.

#### Project Long Description:

City of Cashmere

DOH system ID #: 117000

Population served nearly 4,000 people and over 1,100 households.

Agreement No: WRDROU-1923-Cashme-00024  
Project Title: Well #10 Improvements  
Recipient Name: City of Cashmere

Existing conditions:

The City has three primary water sources for domestic drinking water use, the Wenatchee River and two ground water wells (#4 and #10).

Well #10 is a primary drinking water source and the production is dependent on the ground water level.

Typically, as summer progresses the well produces less water.

Well # 10 has produced about 300 gallons per minute (GPM).

In 2019 the water level dropped earlier and to a level that the well had to be shut down due to pump cavitation and air entrainment into the water delivery system.

The well was unsustainably producing about 130 GPM at the time it was turned off.

The 130 GPM represented XX% of the City's water at the time.

To account for the water lost from Well #10 more water is withdrawn from the Wenatchee River.

The City tries to maximize the ground water use in the summer and reduce surface water use to minimize the impact to riverain habitat and anadromous salmon.

In 2006 Well #10 was rehabilitated, the motor and pump were rebuilt, and the well was cleaned.

This summer (2019) the surface water supply had to be shut down due to extreme turbidity as a result of a flash flood and mudslide. The one available well is not able to meet demand. Additional and reliable ground water sources are needed to avoid employing creative and unreliable measures to maintain a enough quality drinking water. This project would provide the City of Cashmere a more reliable water delivery system in the event of a future loss of the surface water supply.

Proposed work:

1. Test well drawdown using existing pump. Provide level transducer to measure drawdown. Step-test at current throttling (approx. 130 GPM), then also at 150 GPM and 200 GPM.
2. Remove pump and motor. Inspect pump condition.
3. Video inspect well casing and perforated section.
4. Provide report of inspection findings and recommendations for redevelopment.
5. If approved by City, redevelop well to improve performance.
6. Perform well drawdown step-test following redevelopment.
7. Evaluate existing motor for compatibility with VFD. Provide new motor if incompatible.

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8. Provide and install variable frequency drive.
9. Provide and install permanent level transducer.
10. Disinfect pump and reinstall.
11. Upgrade control system to adjust pump speed based on well water level.

Expected results:

The VFD would allow the motor to efficiently pump available water based on the water level in the well as determined by the level transducer.

Up to 300 GPM of ground water would be available for municipal use; The amount is largely dependent on the ground water level and well recharge rate.

Increase flows in the Wenatchee River by the amount the well produces (up to 300 GPM).

The motor operation would be more efficient, saving energy and extending the useful life of the motor and pump.

A more reliable drinking water supply for the City.

This project can be implemented in a short amount of time and the benefits are immediate.

Habitat improvement is from the City of Cashmere's surface water diversion at Wenatchee River mile 10 downstream.

Endangered Species Act salmonids listed as Threatened including Steelhead Spring Chinook Salmon and Bull Trout would benefit from more water in the Wenatchee River.

Rearing juveniles and migrating adults would realize immediate benefits from more instream flow during the summer low-flow periods.

Long-term habitat benefits would be realized with sustained higher summer flows which this project aims to address.

Increased stream flows will also benefit recreation during the summer low flow period as more water will be in the Wenatchee River in a popular rafting and tubing section from Cashmere to Monitor.

Overall Goal:

Improve the reliability and efficiency of the drinking water system for the City of Cashmere during the low flow periods while improving riverian habitat for ESA listed anadromous salmonids. The project could be implemented quickly and have immediate benefits.

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**RECIPIENT INFORMATION**

Organization Name: City of Cashmere

Federal Tax ID: 91-6001408

DUNS Number: 070978499

Mailing Address: 101 Woodring St  
 Cashmere, WA 98815

Physical Address: 101 Woodring St

Organization Email: steve@cityofcashmere.org

Organization Fax: (509) 860-2840

**Contacts**

<p><b>Project Manager</b></p>	<p>Steve Croci                  Director of Operations</p> <p>101 Woodring St                  Cashmere, Washington 98815                  Email: steve@cityofcashmere.org                  Phone: (509) 782-3513</p>
<p><b>Billing Contact</b></p>	<p>Steve Croci                  Director of Operations</p> <p>101 Woodring St                  Cashmere, Washington 98815                  Email: steve@cityofcashmere.org                  Phone: (509) 782-3513</p>
<p><b>Authorized Signatory</b></p>	<p>Steve Croci                  Director of Operations</p> <p>101 Woodring St                  Cashmere, Washington 98815                  Email: steve@cityofcashmere.org                  Phone: (509) 782-3513</p>

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**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Resources  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Resources  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Rusty Post</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: rpos461@ecy.wa.gov                  Phone: (360) 407-6625</p>
<p><b>Financial Manager</b></p>	<p>Rose Bennett</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: rben461@ecy.wa.gov                  Phone: (360) 407-6027</p>

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## SCOPE OF WORK

Task Number: 1 **Task Cost: \$23,000.00**

Task Title: Rehabilitate well

### Task Description:

1. Test well drawdown using existing pump. Provide level transducer to measure drawdown. Step-test at current throttling (approx. 130 GPM), then also at 150 GPM and 200 GPM.
2. Remove pump and motor. Inspect pump condition.
3. Video inspect well casing and perforated section.
4. Provide report of inspection findings and recommendations for redevelopment.
5. If approved by City, redevelop well to improve performance.
6. Perform well drawdown step-test following redevelopment.
7. Disinfect pump and reinstall.

### Task Goal Statement:

Improve performance of existing well.

### Task Expected Outcome:

More reliable and consistent source of ground water.

Recipient Task Coordinator: Steve Croci

## Rehabilitate well

### Deliverables

Number	Description	Due Date
1.1	Test drawdown	09/02/2019
1.2	Remove and inspect well and motor.	09/11/2019
1.3	Video inspection	09/12/2019
1.4	Redevelop well (if needed)	09/13/2019
1.5	Retest drawdown (if needed)	09/17/2019
1.6	Disinfect and reinstall	09/20/2019

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**SCOPE OF WORK**

Task Number: 2 **Task Cost:** \$15,000.00

Task Title: Install Variable Frequency Drive (VFD)

Task Description:

1. Evaluate existing motor for compatibility with VFD. Provide new motor if incompatible.
2. Provide and install variable frequency drive.
3. Provide and install permanent level transducer.

Task Goal Statement:

Install VFD to improve performance, reliability and production of well.

Task Expected Outcome:

A more reliable and and productive ground water source.

Recipient Task Coordinator: Steve Croci

**Install Variable Frequency Drive (VFD)**

**Deliverables**

Number	Description	Due Date
2.1	Install VFD	09/23/2019
2.2	Install level transducer	09/24/2019
2.3	Replace motor (if needed)	09/25/2019



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**SCOPE OF WORK**

Task Number: 3 **Task Cost: \$12,000.00**

Task Title: Upgrade Control System

Task Description:

Upgrade control system to adjust pump speed based on well water level.

Task Goal Statement:

Improve performance and reliability of well #10.

Task Expected Outcome:

Produce more water particularly during low flow periods.

Recipient Task Coordinator: Steve Croci

**Upgrade Control System**

**Deliverables**

Number	Description	Due Date
3.1	Upgrade control system	09/26/2019
3.2	Test system	09/27/2019



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**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Emergency Drought Relief	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A.CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered

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transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B.FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

##### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.

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- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

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- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

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Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned



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(WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the

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quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington,

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for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced

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packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

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d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.