



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, JUNE 8, 2020 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S STAY AT HOME ORDER; CITY COUNCIL MEMBERS AND THE PUBLIC ARE REQUIRED TO CALL IN TO PARTICIPATE IN A PHONE CONFERENCE CITY COUNCIL MEETING. PLEASE CALL IN 5 MINUTES PRIOR TO MEETING.

PH# 1-(978)-990-5308 Access code: 4330749

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 26, 2020 Regular Council Meeting by Telephone Conference
2. Payroll and Claims Packet Dated June 8, 2020

BUSINESS ITEMS

1. Contract with WA State Dept. of Commerce for Coronavirus Relief Funds under the CARES Act
2. Interlocal Cooperative Agreement with Chelan Douglas Regional Port Authority for disbursement of the Coronavirus Relief Funds (CRF).
3. Discussion on criteria for CARES Act (CRF) – Small Business Grant Program
4. Scope of Services for Pace Engineering to design and provide services for the 1050 Zone Improvements
5. Scope of Services for Pace Engineering to assess the feasibility of adding water and sewer line extensions on Sunset Highway
6. Scope of Services for Pace Engineering for Municipal Pool Leak Mitigation

PROGRESS REPORTS

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
TUESDAY MAY 26, 2020 AT CASHMERE CITY HALL – TELEPHONE CONFERENCE

OPENING

Mayor Jim Fletcher opened the regular City Council meeting via telephone conference at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

Mayor Fletcher announced that this meeting of the City Council is being conducted via a telephone conference call pursuant to Governor Inslee’s Proclamation No. 20-28. All business matters on the agenda are necessary and routine.

To provide some organization to this meeting because it is being conducted over the phone, I will be recognizing the councilmembers on each issue before the City Council, starting from my right to my left around the Council table. When it is a councilmember’s turn to speak, the councilmember may respond with “no comment” or “I agree with the previous comments” or with additional comments or questions.

As items appear on the agenda, motions will be sought first from Councilmember Erickson, and so on from right to left. Motions will be followed by a request from me for a second to the motion in the same order. I will ask the councilmembers for comments in the same order until all comments and questions on the agenda items have been made.

Now for the roll call of the councilmembers to document attendance. Please respond with an acknowledgment of your presence when your name is called.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson - phone Dave Erickson - phone Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, City Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney
Public:	Kirk Beckendorf, Cashmere Valley Record – phone	

PROCLAMATIONS

Mayor Fletcher proclaimed the month of May 2020 as Community Action Month in recognition of the hard work and dedication of the Chelan Douglas Community Action Council.

ANNOUNCEMENTS AND INFORMATION

April Financial Report is on the website.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Pratt that all business matters on the agenda are necessary and routine and approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of May 11, 2020 Regular Council Meeting by Telephone Conference

Payroll and Claims Packet Dated May 26, 2020

Claims Direct Pay and Check #40458 through #40484 totaling \$226,594.40

Manual Check #40457 not needing prior approval

MOVED by Councilor Erickson and seconded by Councilor Stephenson that all matters of business in the Minutes of May 11, 2020 were necessary and routine and approve the items on the consent agenda. Motion carried 5-0.

COMPLETION AND ACCEPTANCE OF THE SHERMAN RESERVOIR ROOF REPLACEMENT PROJECT

Bethlehem Construction completed the Reservoir Roof Replacement project April 25, 2020. Staff recommends acceptance of the project as complete. The City can then move forward with the Notice of Completion to the agencies in order to pay the retainage.

Painting the reservoir and other cleanup at the site is not part of the Roof Replacement project and will be performed as maintenance.

MOVED by Councilor Scott and seconded by Councilor Pratt to accept the Sherman Reservoir Roof Replacement project as complete. Motion carried 5-0.

PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING – PIONEER AVENUE SAFE ROUTES TO SCHOOL

The City was awarded a Safe Routes to School grant from Washington State Department of Transportation to improve four crosswalks on Pioneer Avenue. The City advertised for Request for Qualifications and RH2 Engineering was selected to design the project. The Professional Services Agreement with Scope of Work, which includes design, services during bidding, project management services and services during construction is \$20,203.27.

MOVED by Councilor Carlson and seconded by Councilor Erickson to approve the Professional Services Agreement and Scope of Work in the amount of \$20,203.27 with RH2 Engineering for the Pioneer Avenue Safe Routes to School project. Motion carried 5-0.

GRANT AGREEMENT WITH THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY FOR PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM

The City was awarded an \$11,200 grant from DOE to review and update the Shoreline Master Program, which is due in June 2021. The grant funding will be used to hire professional services to perform the review and update.

MOVED by Councilor Pratt and seconded by Councilor Scott to accept and approve the grant agreement with the DOE for the Shoreline Master Program and authorize the Mayor to sign. Motion carried 5-0.

PERTEET INC. SCOPE OF WORK FOR REVIEW OF THE SHORELINE MASTER PROGRAM

The City has assigned the review and update of the Shoreline Master Program to Perteet Inc., the City's on-call planner. The Task Assignment in the amount of \$10,700 for Perteet Inc. to complete the review will be paid with the grant funds from DOE.

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the Task Assignment with Perteet Inc. to review and update the Shoreline Master Program. Motion carried 5-0.

CASHMERE RIVERSIDE CENTER LEASE AGREEMENT TERMINATION

Teri Weedman leases the Cashmere Riverside Center from the City. Due to the Governor's proclamations concerning COVID-19 the Center has been closed. At the March 23, 2020 council meeting the City Council unanimously voted to suspend the lease payments on a month to month basis, due to the extenuating circumstances.

Teri has come back to the City requesting the City Council to consider terminating the Cashmere Riverside Center lease agreement, which ends December 31, 2022. Even though the City has suspended the lease payment, Teri is still paying about \$1500 per month for insurance and utilities. These monthly payments are ongoing with no revenue coming in and no end in sight. No one knows when or even if the Center will open and if it will be able to operate at its normal capacity as before COVID-19.

MOVED by Councilor Erickson and seconded by Councilor Stephenson to authorize the Mayor to negotiate a Termination Agreement with Teri Weedman regarding the Cashmere Riverside Center Lease. Motion carried with 3 voting in favor and Councilors Scott and Pratt voting no.

PROGRESS REPORTS

Mayor Fletcher informed the Council that the park restrooms will be opening this week. There will be two hours of overtime on the weekends for cleaning the restrooms.

Pace Engineering submitted their report and recommendations on the leak at the City Pool.

The Washington Department of Commerce notified the City that they were awarded \$93,000 of the federal Coronavirus Relief funds for local governments. Funds can only be used to cover costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19. Chelan and Douglas County are meeting with all the Mayors to discuss a coordinated spending plan that benefits both counties.

Director Croci gave a progress report.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:50 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: June 4, 2020
To: City Council
From: Jim Fletcher, Mayor
RE: Coronavirus Relief Funds

1. Contract with WA Department of Commerce
2. Contract with CD Regional Port Authority

Washington State Department of Commerce has awarded the City \$93,000 in Federal CARES Act funds to assist in addressing impacts associated with the Coronavirus Pandemic. During the Council's last meeting the priorities discussed for these funds were moving to Phase 2 of the Governor's Safe Opening plan, and/or to undertake economic development to assist small businesses in Cashmere.

Receiving CARES Act funds requires a contract with the State Department of Commerce for reimbursement of pandemic related expenses. Grants to small businesses for reimbursement of the costs of business interruption caused by required closures is eligible for CARES Act funding. Enacting a program to assist such closed small businesses in Cashmere requires a budget amendment allocating \$93,000 from the Capital Improvement Fund.

Chelan Douglas Regional Port Authority (CDRPA) is offering assistance to Chelan and Douglas counties and cities to assist in distributing funds to respective businesses. Small business grants are reimbursable, so each business will need to show eligible reimbursable expenses up to the amount of the grant awarded. Assistance from the CDRPA includes a process for accepting applications and screening for compliance to rules for the CARES Act funding.

Staff Recommendation: Several motions are proposed to implement a program to reimburse small businesses the cost of interruption caused by required closures during the pandemic.

1st Motion to approve the agreement with WA. St. Dept. of Commerce, authorizing the Mayor to sign.

2nd Motion to approve the agreement with Chelan Douglas Regional Port Authority, authorizing the Mayor to sign.

3rd Motion to authorize expending \$93,000 from the Capital Improvement Fund for small business grants eligible to be reimbursed by CARES ACT funds.



Interagency Agreement with

CITY OF CASHMERE

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: 20-6541C-132

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor City of Cashmere 101 Woodring St. Cashmere, WA 98815		2. Contractor Doing Business As (optional)	
3. Contractor Representative Kay Jones City Clerk-Treasurer 509-782-3513 kay@cityofcashmere.org		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount \$93,000	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$93,000	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # 91-6001408	11. SWV # SWV0013174-00	12. UBI # 041.000.329	13. DUNS # 070978499
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR _____ Mayor James Fletcher, City of Cashmere _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

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

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall 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. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

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

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

20. TREATMENT OF ASSETS

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

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

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

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21. WAIVER

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

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. ~~Were~~ not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 - Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories:

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period: _____

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including seroprevalence testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Advice and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19 measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other	\$ -	\$ -	\$ -	
B. Other	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
D. Other	\$ -	\$ -	\$ -	
E. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF CASHMERE AND THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY FOR
GRANT FUNDING THROUGH THE CARES ACT**

This Interlocal Cooperation Agreement (the "Agreement") is entered into between the City of Cashmere, Washington (the "City"), a political subdivision of the State of Washington, and the Chelan Douglas Regional Port Authority (the "Port"), a not-for-profit corporation organized under the laws of the State of Washington, consisting of the Port of Chelan County and the Port of Douglas County. Collectively, the City and the Port are sometimes referred to as the "Parties."

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law providing for over \$2 trillion relief for American workers, families, and small businesses, and to preserve jobs for American industries;

WHEREAS, on April 27, 2020, Washington State announced the allocation of nearly \$300 million for local governments from the Coronavirus Relief Fund (the "CRF") available under the CARES Act;

WHEREAS, the City's share of the CRF is \$2.3 million;

WHEREAS, the City desires to immediately allocate \$93 thousand of the CRF to the Port for a Small Business Grant Program (the "Grant Program") to assist small businesses within the City of Cashmere;

WHEREAS, RCW Chapter 39.34, entitled the Interlocal Cooperation Act, permits local governments, including port districts and counties, to make the most efficient use of their powers by enabling them to cooperate in order to provide services and facilities that "will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;"

WHEREAS, the City has determined that engaging with the Port for the disbursement of the CRF funds, pursuant to the terms below, would yield efficiencies not available to the City alone.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is agreed as follows:

**ARTICLE I
PURPOSE**

1.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the City will provide grant funding to the Port.

**ARTICLE II
GRANT FUNDING AND PORT'S USE OF FUNDS**

2.1 Grant Funding. The City agrees to provide the sum of \$93 thousand (\$93,000.00) to the Port from the City's share of its local CRF allotment, to be used for costs incurred by the Coronavirus public health emergency during the period of March 1, 2020, through October 31, 2020, and not accounted for in the Port budget approved as of March 27, 2020.

2.2 Port's Use of Grant Funds. The Port shall comply with the Department of Commerce's *Coronavirus Relief Funds for Local Governments Program Guidelines: CARES Act Funds for Local Governments in Washington State*, dated May 18, 2020, which is attached hereto as Attachment A and incorporated by this reference.

2.2.01 Eligible Expenses. The Port shall ensure that the funds cover costs that are necessary and eligible under any of six cost categories:

- (a) COVID-19-related medical expenses;
- (b) COVID-19-related public health expenses;
- (c) Payroll Expenses for those employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- (d) Expenses of actions to facilitate compliance with COVID-19 public health measures;
- (e) Expenses of associated with the provision of economic support related to the COVID-19 public health emergency, and;
- (f) Any other Covid-19 related expense necessary to the function of government that satisfy the fund eligibility criteria.

2.2.02 Ineligible Expenses. Non-allowable expenditures include, but are not limited to:

- (a) Expenses for the state share of Medicaid;
- (b) Damages covered by insurance;
- (c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- (d) Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds;
- (e) Reimbursement to donors for donated items or services;
- (f) Workforce bonuses other than hazard pay or overtime;
- (g) Severance pay;
- (h) Legal settlements.

2.2.03 Eligible Cost Test. The Port shall determine whether or not an expense is eligible using the Washington State Department of Commerce's five-part cost test as further detailed in Attachment A. If all responses for the particular incurred cost are "true" for all five statements below, the Port may deem the cost is eligible:

- (a) The expense is connected to the COVID-19 emergency;
- (b) The expense is "necessary;"
- (c) The expense is not to fill a shortfall in government revenues;
- (d) The expense is not funded through another budget line-item, allotment or allocation, as of March 27, 2020; and
- (e) The expense would not exist *but for* COVID -19 or would be for a "substantially different" purpose.

2.3 Reimbursement. The City shall pay the grant funds to the Port on a reimbursement basis upon certification by the Port of the eligibility of the expenses incurred for such work, so long as requests for reimbursement are submitted on or before October 15, 2020, to allow for the City's October 31, 2020 reporting deadline.

ARTICLE III ADMINISTRATION

3.1 Administration. This Agreement shall be administered by the Port with no administrative or overhead costs passed to the City.

3.2 Criteria. The Port shall comply with the following criteria when identifying businesses eligible for grant funds:

- (a) Businesses with 20 or less full-time equivalent employees;
- (b) The business is situated in Cashmere, Washington;
- (c) The business has been in operation for longer than six-months;
- (d) The business has a valid Unified Business Identifier (UBI);
- (e) The business has completed an Application form, attached hereto as Attachment B, and entered into the agreement with the Port, attached hereto as Attachment C.
- (f) The total amount of grant funds available to any one business shall not exceed \$10,000.00.

3.3 Processing Reimbursements. Port reimbursement submittals to the City shall be processed within fifteen days of receipt by the City.

ARTICLE IV EFFECTIVE DATE OF AGREEMENT

4.1 Duration. This Agreement shall be effective only upon execution by the Parties and filing with the Chelan County Auditor and Port's Clerk of the Board, pursuant to RCW Chapter 39.34.040, and shall extend until the CRF allotment been exhausted or October 31, 2020, whichever occurs first.

ARTICLE V INDEMNITY

5.1 Claims. The Port agrees to indemnify, defend and hold the City, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by an act or omission of the Port's officers, directors, employees and agents relating to the Port's performance of work funded by this Agreement.

ARTICLE VI PERFORMANCE OF AGREEMENT

6.1 Compliance with All Laws. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

6.2 Maintenance and Audit of Records. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for five (5) years following the termination of this Agreement.

6.3 Inspections. Either party or its designee may evaluate the performance of this Agreement through inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

6.4 Improper Influence. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

6.5 Conflict of Interest. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in RCW 42.23 *et seq.*

**ARTICLE VII
DISPUTES**

7.1 Time. Time is of the essence of this Agreement.

7.2 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

7.3 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees and costs incurred in that action, arbitration or other proceeding.

7.4 Governing Law and Venue. This Agreement shall be governed exclusively by the laws of the State of Washington. Chelan County shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

8.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

8.3 **Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by resolution of each Party's legislative authority.

8.4 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

CHELAN COUNTY WASHINGTON
CITY OF CASHMERE

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

ADOPTED on this 8th day of June, 2020.

ADOPTED on this _____ day of June, 2020.

Mayor James Flethcer

Jim Kuntz, Chief Executive Officer

ATTEST:

Kay Jones, City Clerk-Treasurer

APPROVED AS TO FORM:

Charles D. Zimmerman, City Attorney

ATTACHMENT A

Coronavirus Relief Funds for Local Governments Program Guidelines: CARES Act Funds for Local Governments in Washington State (May 18, 2020)

ATTACHMENT A



Coronavirus Relief Funds for Local Governments Program Guidelines

CARES Act Funds for Local Governments
In Washington State

**Administered by the Department of Commerce
Local Government Division**

*P.O. Box 42525
Olympia, WA 98504-2525*

(Dated 5-18-2020)

ATTACHMENT B

*CITY OF CASHMERE SMALL BUSINESS SUPPORT INITIATIVE
APPLICATION*

ATTACHMENT C

Agreement between the CDRPA and Eligible Business for Transfer and Use of the City of Cashmere CARES Act Small Business Support Initiative Grant Funding



City of Cashmere

CARES Act – Small Business Grant Program

Criteria

1. Small businesses with 10 full-time employees or less located within the City of Cashmere.
2. Must have been in business for a period of six months.
3. Provide a UBI number.
4. A per business cap of \$_____. Please only apply for the amount of funding needed.
5. Fill out a one page application form.
6. Reimbursement for business interruption expenses caused by the Governor's Stay Home-Stay Healthy Executive Order. Funding used for costs incurred between the dates of March 1, 2020 thru September 30, 2020.

Expenditures Allowable for Reimbursement

Operational expenses including rent, supplies, inventory, and utility bills. Costs for reopening including purchasing masks, gloves, thermometers, washing stations, sanitation supplies/equipment, installation of protective covers such as plexiglass, and marketing & advertising expenses.

Expenditures Not Allowable for Reimbursement

Payroll, capitalized equipment, travel, office equipment and computer software.

The information provided allows the CDRPA to evaluate your grant application.

Company Name: Address: City: State: WA Zip Code:	Year of Establishment:	In operation for at least 6 months? <input type="checkbox"/> YES <input type="checkbox"/> NO	UBI Number:
CEO/President Name: Email: Phone:		<input type="checkbox"/> Minority-owned <input type="checkbox"/> Tribal-owned <input type="checkbox"/> Women-owned <input type="checkbox"/> Veteran-owned	
Industry Sector: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant/Food Business <input type="checkbox"/> Hospitality <input type="checkbox"/> Manufacturing <input type="checkbox"/> Other: _____			
Has your business been affected by emergency public health protections in place and/or mandatory closure by executive order due to COVID-19? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is your L&I account current? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure	
Amount of Assistance Being Requested (up to \$10,000): \$ _____		Are your Property taxes current? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure	
Likelihood of Permanently Closing the Business? <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low			

COMPANY BACKGROUND

Total Number of Full-time Employees Including Yourself as of 01/2020: _____	Number of Workers Laid Off Due to COVID-19: _____
Average Employee Salary & Benefits: _____	

Describe the company, business structure (LLC/Partnership/Sole Proprietorship), and its products/services.

Describe the effect of the public health crisis on the business and why funding is critical to this business?

What are your current plans for reopening (if closed) and/or continuation of business in today's economy?

Currently, is the company facing any pending litigation or legal action?

Has the company had any state compliance/regulatory issues within Washington or another state you are in or have done business in within the last three years?

Please list any Federal, State, or Local assistance received to date related to COVID-19:

Please sign affirming that all information is correct and accurate to the best of your knowledge.

(If printing & scanning - please sign & date.) Date _____

EXPLANATION OF USE OF FUNDS

Expenditures Allowable for Reimbursement: Operational expenses including rent, supplies, inventory, and utility bills. Costs for reopening including the purchase of masks, gloves, thermometers, washing stations, sanitation supplies/equipment, installation of protective covers such as plexiglass. Also includes marketing & advertising expenses. Payroll expenses cannot be reimbursed.

Please submit completed application to grants@cdrpa.org or use the "Submit Button" below.

Submit Button - Via Email

Staff Summary

Date: 6/4/2020
To: City Council
From: Steve Croci, Director of Operations
RE: Pace Engineering Scope of Services - 1050 Zone Improvements

The Water Comprehensive Plan identified a need to connect a portion of the water system in the Philips and South Division Road area. The connection will also need a Pressure Reducing Valve (PRV). "Looping" this portion will increase reliability of the water delivery system.

Pace Engineering provided a Scope of Services and Fee Proposal to design the project and provide services for bidding and construction. The Fee Proposal cost is \$32,975. This project was included in the 2020 Budget.

Staff Recommendation:

MOVE to approve the scope of services for Pace Engineering to design improvements and provide bidding and construction services for improvements to the 1050 Zone.



May 13, 2020

Steve Croci
Director of Operations
City of Cashmere
101 Woodring Street
Cashmere, WA. 98815

**Subject: Capital Improvement Project P1 - 1050 Zone Improvements
Scope of Services and Fee Proposal**

Dear Steve:

PACE Engineers, Inc. is pleased to submit our proposal for the **1050 Zone Improvements**. This proposal is based on the information provided during our May 8, 2020 meeting and site visit.

Scope of Services

The proposed scope of services will prepare construction documents, provide bidding support, and provide construction phase services for the 1050 Zone Improvements. Attachment A provides further detail.

Fee Estimate

We propose to provide the services listed in Attachment A on a time and expense basis in accordance with the attached hourly rate schedule. Our estimate of fees by task is as follows:

Task	Estimated Fee
Design Phase	\$ 17,800
Bidding Phase	2,100
Construction Phase	13,000
Reimbursable Expenses (reprographics & mileage)	75
Total Estimated Fee	\$ 32,975

This estimate is based on the expected level of effort and associated staff time. If it appears PACE's fees will exceed the estimate, we will suspend services until receipt of written authorization to proceed. PACE will endeavor to minimize staff time and expense, but it is possible the scope of services may not be completed within the estimate.

The scope of services and related fee are based on the following assumptions:

Assumptions & Exclusions

See Attachment A for assumptions, exclusions, and client provided information.

Project Schedule

See Attachment A for the anticipated schedule.

Terms and Conditions


The scope of services would be provided under the terms of the 2020 on-call services agreement between PACE and the City of Cashmere.

In summary, we have developed a scope of services and budget based on our present knowledge of the proposed project. If there are additional services or items not addressed in the scope or have any questions do not hesitate to contact us at 509-662-1762 or robinn@paceengrs.

If you concur with this proposal, please sign the bottom of this letter and the attached PACE Terms and Conditions. Please return one copy of the entire proposal to our Wenatchee office. Electronic scan or facsimile are acceptable.

Sincerely,

PACE Engineers, Inc.


Robin Nelson, P.E.
Sr. Principal Engineer

Client Signature

Title

Date

Attachments:

Attachment A – Scope of Services

Attachment B – Fee Estimate Detail

ATTACHMENT A

City of Cashmere Capital Improvement Project P1 1050 Zone Improvements

Scope of Services

PROJECT UNDERSTANDING

The City's Comprehensive Water System Plan defined the need for this capital improvement to improve water system operations. The City determined the need to loop a portion of their water system by installing a new PRV between their 1114 pressure zone and the 1050 zone. This work will include, a pressure reducing valve station installed along Olive Street just north of Cascade Place. Then install an 8-inch watermain in Phillips Place to connect South Division Street to Olive Street. The improvements are intended to eliminate the South Division Street dead end and improve flow between the 1114 and 1050 zones. The new water main will be extended beyond the existing 4 inch section of watermain in South Division Street and connect into the 6 inch beyond the point of transition from 4 inch to 6 inch. All existing water services within the pipe extension/replacement will be new and extended from the new 8 inch main to the existing water meter location. See the attached exhibit.

The following scope of services is intended to design the improvements, deliver construction documents, and provide bidding and construction phase services.

TASKS

1. **Project Management** - Provide general project management/administrative services throughout the project. Coordinate staff, provide oversight, track budgets, monitor schedules, conduct quality reviews, and prepare monthly status reports.

Deliverables: Bi-weekly status reports

2. **Site Visit & Collect System Information** – Conduct a site visit with City staff to review existing conditions, system components, and determine the location best suited for the new PRV. Review all available mapping and system information with City staff and prepare a summary of additional information needed.

3. **Topographic Survey** – PACE will complete a topographic survey within the project limits defined as:

Intersection of Olive Street and Phillips Place at the new PRV location established during the field visit described above and, South Division Street from Phillips Place north approximately 450 linear feet.

The survey will be based on NAD83-2011 Epoch 2010 horizontal datum and NAVD 88 vertical datum as derived from GPS measurements. The completed survey will provide the following:

Topographic mapping showing 2-foot contours.

Planimetric mapping of visible hardscape features.

Utility mapping based on visible features and ground marks provided by surveyors (storm sewer, sanitary sewer mains, power, water, gas, and communication).

Right-of-way resolution based on information obtained from the Chelan County assessor's office.

Deliverable: Topographic base map in electronic file format to serve as the background for the construction plans.

4. Construction Document Preparation

4.1. Prepare Draft Construction Plans – Prepare draft construction plans showing the topographic base map, watermain alignment, pressure reducing valve station, fittings, and associated details. Draft plans will provide sufficient detail to show the scope of the construction and assess potential utility conflicts, constructability issues, property encroachments, and maintenance concerns.

Deliverable: Draft construction plans in 11 x 17 size, copies as requested provided at reproduction expense plus markup.

4.2. Prepare Draft Engineer's Estimate – Prepare a draft engineer's estimate based on the scope of construction shown in the draft plans.

Deliverable: Engineer's estimate in hard copy and electronic file format.

4.3. Dry Utility Coordination – Contact electrical, cable television, telephone, and any other wire utilities located within the construction limits to determine if relocation (underground or overhead) will be necessary. Provide assistance to the City as requested to determine responsibility for relocation and method of including in the construction scope. Coordinate with the utilities during preparation of draft and final construction plans.

4.4. Draft Construction Plan Review Meeting – Meet with City staff to review draft construction plans and engineer's estimate. Provide draft construction plans to other affected utilities for review and comment.

4.5. Final Construction Documents – Prepare final construction plans and specifications with draft review comments incorporated. Final plans will have sufficient detail for bidding and construction. Specifications will be based on the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction. The general requirements of the WSDOT Standard Specifications will serve as the contract general conditions unless other contract conditions are provided by the City. Special provisions to the standard specifications will be prepared as necessary. Construction documents will be submitted to the City Attorney for review prior to finalizing.

Deliverable: Final construction plans and specifications in hard copy and electronic file (PDF). Number of hard copies delivered will be as requested and provided at reproduction time and expense.

4.6. Final Engineer's Estimate - Prepare a final engineer's estimate based on the scope of the final construction plans.

Deliverable: Engineer's estimate in hard copy and electronic file format.

5. Bidding Phase Services

5.1. Bid Advertisement and Construction Document Posting – Prepare a bid advertisement for the City's use. Assist the City in posting the construction documents and soliciting bids through the City's preferred web-based service.

Deliverable: Five (5) hardcopies of bid documents for City use.

5.2. Bidding Assistance – Respond to bidder questions and issue addenda as necessary.

5.3. Bid Opening – Conduct the bid opening at City Hall. Check bids and prepare a tabulation of all bids received for distribution and posting.

5.4. Recommendation of Award – Review the low bidder's qualifications and, as appropriate, issue a recommendation of award for City Council action.

6. Construction Phase Services

6.1. Issue Notice to Proceed - Prepare Notice to Proceed and issue to contractor. Notice to Proceed will specify contract time and completion date.

Deliverable: Notice to Proceed with completion dates established.

6.2. Preconstruction Conference – Distribute a preconstruction conference notice to affected utility purveyors and agencies. Conduct the conference to review the construction scope, schedule, and administrative procedures.

6.3. Engineering Support – Review submittals, track schedule, respond to requests for information and plan clarification. Prepare change orders as necessary. Conduct site visits as requested and as necessary to monitor progress and work quality. Review contractor pay requests and submit for City approval. Conduct final inspection with City staff, establish substantial completion and warranty dates, and prepare closeout documentation for final payment and retainage release.

Deliverables: Submittal reviews, substantial completion letter, and other construction correspondence in hard copy and electronic file form as requested.

6.4. Construction Inspection - Monitor compliance with the plans and specifications, document daily progress, photograph pre-existing conditions, photograph work prior to backfilling, and track pay quantities.

Deliverable: Daily inspection reports in hard copy and electronic file form.

Note – Fee estimate assumes a four (4) week construction schedule.

6.5. Record Drawings – Prepare record drawings based on contractor provided as-built information.

Deliverable: Record drawings in hardcopy (mylar) and electronic file formats.

ASSUMPTIONS

The scope of services assumes the following:

1. Watermain and water service replacements will be the only pipe utilities installed. Sanitary sewer and storm sewer will not be replaced or relocated.
2. The City will be responsible for placing the bid advertisement and the associated costs.
3. The City will provide record drawings of existing City utilities within the project limits.
4. The City will provide a location for the preconstruction conference.

FEE

The scope of services will be provided on a time and expense basis in accordance with PACE's hourly rate schedule.

SCHEDULE

It is understood a Summer-Fall 2020 construction is desired. PACE and the City will establish a mutually agreeable schedule to achieve this objective.

PACE Engineers

Project Budget Worksheet - 2020 Wenatchee Rates

Project Name 20451	Billing Group #:	Location: Cashmere, WA	Task #:	Prepared By: LMC
Project #:		Date: 4/30/2020		

Labor Hours by Classification									
Staff Type # (See Labor Rates Table)	Staff Type Hourly Rate	1	10	16	23	84	43	59	113
Drawing/Task Title		Senior Principal Engineer	Principal Engineer	Engineer II	Project Designer	Sr. Project Administrator	Inspector I	Survey Project Manager	Two Man Crew
Design Phase Services									
1.0 Project Management		2	8						
2.0 Site Visit & Collect System Information			4	4					
3.0 Topographic Survey								4	16
4.0 Construction Document Preparation									
4.1 Prepare Draft Construction Plans				8	16				
4.2 Prepare Draft Engineer's Estimate				4					
4.3 Wire Utility Coordination				2					
4.4 Draft Construction Plan Review Meeting			2	2					
4.5 Final Construction Documents				8	8	16			
4.6 Final Engineer's Estimate				2					
Bid Phase Services									
5.0 Bidding Phase Services									
5.1 Bid Advertisement and Construction Document Posting				4					
5.2 Bidding Assistance				4					
5.3 Bid Opening (Assumes 2 hrs including drive time)			2						
5.4 Recommendation of Award			1	3					
Construction Phase Services									
6.0 Construction Phase Services									
6.1 Issue Notice to Proceed			2						
6.2 Preconstruction Conference			4	4					
6.3 Engineering Support (assumes 4 hrs/week for 4 weeks)				15					
6.4 Construction Inspection (assumes 4 weeks @ 20 hrs/week)					4				
6.5 Record Drawings									
Hours Total		2.0	23.0	61.0	28.0	16.0	80.0	4.0	238.0
Labor Total		\$ 472	\$ 5,014	\$ 7,669	\$ 3,948	\$ 1,888	\$ 8,560	\$ 620	\$ 944

Hours Total	238.0	\$	32,803
Labor Total	238.0	\$	32,803

Expenses		Reimbursable	Quantity	Cost
rate/unit				
Postage/Courier		\$		
Plotter		\$		
Photo/Video		\$		
Mileage/Travel/Per Diem		\$		
Miscellaneous - Reprographics		\$		
Technology Fee (2% of labor)		\$	75.00	75.00
Total		\$		\$ 75.00

Subconsultants	
Utility Locate	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	
Markup	15%
Total	

PACE Billed Labor Total	\$ 32,803
Reimbursable Expenses	\$ 75
Subconsultants	\$ -
Total Project Budget	\$ 32,878

Staff Summary

Date: 6/4/2020
To: City Council
From: Steve Croci, Director of Operations
RE: Pace Engineering Scope of Services - Sunset Highway Water and Sewer Feasibility

The City and Chelan County are planning road improvements to Sunset Highway from the Port District's Mill Site to Goodwin Road. The City would like to explore the feasibility of installing water and sewer lines at the same time. Pace Engineering provided a Scope of Service and Fee Proposal to assess the feasibility of installing water and sewer lines from the Port District's Mill Site to the new West Cashmere Bridge. The Fee Proposal cost is \$13,773.

Approving this Scope of Services authorizes a budget amendment.

Staff Recommendation:

MOVE to approve the Scope of Services for Pace Engineering to assess the feasibility of adding water and sewer line extensions on Sunset Highway.



June 1, 2020

Steve Croci
Director of Operations
City of Cashmere
101 Woodring Street
Cashmere, WA. 98815

**Subject: *Sunset Highway Water and Sewer Feasibility
Scope of Services and Fee Proposal***

Dear Steve:

PACE Engineers, Inc. is pleased to submit our proposal for the ***Sunset Highway Water and Sewer Feasibility***. This proposal is based on the information provided during our May 8, 2020 meeting and site visit.

Scope of Services

The proposed scope of services will prepare a feasibility study to determine conceptual design and cost to extend water and sewer utility along Sunset5 Highway and in anticipation of the Chelan County proposed road improvements along Goodwin Road. Attachment A provides further detail.

Fee Estimate

We propose to provide the services listed in Attachment A on a time and expense basis in accordance with the attached hourly rate schedule. Our estimate of fees by task is as follows:

Task	Estimated Fee
Feasibility Study	\$13,573
Reimbursable Expenses (reprographics & mileage)	\$200
Total Estimated Fee	\$13,773

This estimate is based on the expected level of effort and associated staff time. If it appears PACE's fees will exceed the estimate, we will suspend services until receipt of written authorization to proceed.

The scope of services and related fee are based on the following assumptions:

Assumptions & Exclusions

See Attachment A for assumptions, exclusions, and client provided information.

Project Schedule

See Attachment A for the anticipated schedule.

Terms and Conditions

The scope of services would be provided under the terms of the 2020 on-call services agreement between PACE and the City of Cashmere.

In summary, we have developed a scope of services and budget based on our present knowledge of the proposed project. If there are additional services or items not addressed in the scope or have any questions do not hesitate to contact us at 509-662-1762 or robinn@paceengrs.

If you concur with this proposal, please sign the bottom of this letter and the attached PACE Terms and Conditions. Please return one copy of the entire proposal to our Wenatchee office. Electronic scan or facsimile are acceptable.

Sincerely,

PACE Engineers, Inc.



Robin Nelson, P.E.
Sr. Principal Engineer

Client Signature	Title	Date
------------------	-------	------

Attachments:

- Attachment A – Scope of Services
- Attachment B – Fee Estimate Detail



ATTACHMENT A

City of Cashmere Sunset Highway Water and Sewer Feasibility Study

Scope of Services

PROJECT UNDERSTANDING

The City will collaborate with Chelan County Public Works for improvements along Sunset Highway from the Port of Chelan frontage improvements to approximately Goodwin Road intersection. The City has requested PACE conduct a feasibility analysis to extend public sewer and water utilities through this section of roadway and north along Goodwin Road to approximately the new bridge crossing the Wenatchee River. References used in this study would include the following:

- City of Cashmere Comprehensive Water System Plan
- City of Cashmere General Sewer Plan
- As-built plans for water and sewer utility in Sunset Highway
- City of Cashmere GIS

The feasibility study would discuss service area boundaries, land use, private water system considerations, water and sewer main conceptual design, service to private property, and coordination with County roadway improvements. The feasibility study would define needed capital improvements and provide estimates of probable cost to complete the proposed capital improvements.

The following scope of services is intended to design the improvements, deliver construction documents, and provide bidding and construction phase services.

TASKS

1. **Project Management** - Provide general project management/administrative services throughout the project. Coordinate staff, provide oversight, track budgets, monitor schedules, conduct quality reviews, and prepare monthly status reports.

Deliverables: Bi-weekly status reports

2. **Research and Data Gathering**– Coordinate with City staff to obtain both sewer and water record drawings. This data will provide the much needed baseline information to complete the conceptual design element of the scope of work.
3. **Conceptual Design Exhibit** PACE will complete an exhibit of a conceptual design of the water and sewer extensions within the project limits defined above. The development of this exhibit will include information from the sewer and water record drawings. City GIS mapping, and available County or State Lidar data.

Deliverable: 11" x 17" Conceptual Design Exhibit (1" = 40' scale) in electronic file format (PDF).

4. Develop Feasibility Study – The following subtasks outline the development of the feasibility study.

4.1 Feasibility Study Development Review and Define Service Area –PACE will review available City water and sewer plans to develop a figure for the study defining the boundaries of this service area. PACE will prepare a description of the service area to include in the feasibility study. The exhibit will include description of the private water system that existing within the potential service area boundaries and a brief description of their service area.

Deliverable: Prepare a figure for the study 8 ½ x 11 size.

4.2 Define Land Use within the Service Area– Prepare an exhibit of the current land use within the service area developed from City GIS and the current City Comprehensive Land Use Plan. PACE will prepare a brief summary of the current land use within the study area

Deliverable: Prepare a figure for the study 8 ½ x 11 size

4.3 Water and Sewer Design Flow and Loading– Using the city’s Comprehensive Water System Plan and General Sewer Plan as a reference, develop flow projections within the defined service area. If insufficient data is available from the City plans, PACE will use industry standard methods to determine Commercial and Industrial flow projections

Deliverables: Prepare tables to document water and sewer flow projections

4.4 Conduct Alternatives Analysis and Prepare CIP and Cost Estimates – Discuss with City staff sewer and water needs within the service area, discuss private water system service implications, and limits for utility service for future expansion.

4.5 Engineer’s Estimate - Prepare an engineer’s estimate based on the Proposed capital improvement plan.

4.6 Prepare Draft Feasibility Study – Prepare a draft of the feasibility study and submit for City review and comment.

Deliverable: Draft Feasibility study in pdf format including figures, tables and exhibits.
Provide 3 hard copies for City review.

Deliverable: Engineer’s estimate in hard copy and electronic file format.

ASSUMPTIONS

The scope of services will be provided on a time and expense basis in accordance with PACE’s hourly rate schedule. The scope of services assumes the following:

1. The City will provide record drawings of existing City utilities within the project limits.

SCHEDULE

It is understood the Feasibility Plan will be completed within four (4) weeks of the City’s notice to proceed.

PACE Engineers

Project Budget Worksheet - 2020 Wenatchee Rates

Project Name: **Sunset Highway Water and Sewer Feasibility** Location: **Cashmere, WA** Prepared By: **RN**
 Project #: **20451** Billing Group #: **20451** Task #: **6/1/2020** Date: **6/1/2020**

Drawing/Task Title	Labor Code	Labor Hours by Classification				Total
		1	16	23	118	
Staff Type # (See Labor Rates Table)						
Staff Type Hourly Rate		\$236	\$129	\$141	\$118	\$155
	Senior Principal Engineer		Engineer II	Project Designer	Sr. Project Administrator	Sr. GIS Analyst
Design Phase Services						
1.0 Project Management	4		3			4.0
2.0 Research and Data Gathering			6	5		3.0
3.0 Conceptual Design Exhibit						16.0
4.0 Feasibility Study						
4.1 Define Service Area			4			8.0
4.2 Define Land Use			2			4.0
4.3 Flow and Loading	2		12			14.0
4.4 Alternatives Analysis & CIP	2		8			10.0
4.5 Engineers Estimate			2			2.0
4.6 Draft Feasibility Study	4		16	4	8	32.0
						4.516

Hours Total	12.0	53.0	10.0	8.0	10.0	93.0
Labor Total	\$ 2,832	\$ 6,837	\$ 1,410	\$ 944	\$ 1,550	\$ 13,573

Expenses	rate/unit	Cost
Postage/Counter	\$ -	\$ -
Plotter	\$ -	\$ -
Photo/Video	\$ -	\$ -
Mileage/Travel/Per Diem	\$ -	\$ -
Miscellaneous - Reprographics	\$ -	\$ -
Technology Fee (2% of labor)	\$ 200.00	\$ 200.00
Total		\$ 200.00

Subconsultants	Utility Locale
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer & C Engineer	
Subconsultant Subtotal	
Markup	15%
Total	

PACE Billed Labor Total	\$ 13,573
Reimbursable Expenses	\$ 200
Subconsultants	\$ -
Total Project Budget	\$ 13,773

Staff Summary

Date: 6/5/2020
To: City Council
From: Steve Croci, Director of Operations
RE: Pace Engineering Scope of Services – Municipal Pool Leak Mitigation

The City pool has a substantial leak. The plan is to fix the leak while the pool is closed this summer. Pace Engineering provided a Scope of Services and Fee Proposal to research the problem and develop a scope of work and design details for pool repairs. The Fee Proposal is \$9,300.

Approving this Scope of Services authorizes a budget amendment.

Staff Recommendation:

MOVE to approve the scope of services for Pace Engineering to research the problem and develop a scope of work and design details for pool repairs.



June 5, 2020

Steve Croci
Director of Operations
City of Cashmere
101 Woodring Street
Cashmere, WA. 98815

**Subject: *Municipal Pool Leak Mitigation
Scope of Services and Fee Proposal***

Dear Steve:

PACE Engineers, Inc. is pleased to submit our proposal for the ***Municipal Pool Leak Mitigation***. This proposal is based on the information exchange during our May 8, 2020 meeting and site visit and PACE's subsequent Site Trip Summary.

Scope of Services

The proposed scope of services will include: coordination with City staff to gather additional data; research of specialty vendors to facilitate further assessment of existing conditions; site meeting of vendors to execute reconnaissance; and, follow-up preparation of scope of work and repair details for mitigation phase. Attachment A provides further detail.

Fee Estimate

We propose to provide the services listed in Attachment A on a time and expense basis in accordance with the attached hourly rate schedule. Our estimate of fees by task is as follows:

Task	Estimated Fee
Research, coordination and design	\$9,100
Reimbursable Expenses (reprographics & mileage)	\$200
Total Estimated Fee	\$9,300

This estimate is based on the expected level of effort and associated staff time. If it appears PACE's fees will exceed the estimate, we will suspend services until receipt of written authorization to proceed.

The scope of services and related fee are based on the following assumptions:

Assumptions & Exclusions

See Attachment A for assumptions, exclusions, and client provided information.

Project Schedule

See Attachment A for the anticipated schedule.

Terms and Conditions

The scope of services would be provided under the terms of the 2020 on-call services agreement between PACE and the City of Cashmere.

In summary, we have developed a scope of services and budget based on our present knowledge of the proposed project. If there are additional services or items not addressed in the scope or have any questions do not hesitate to contact us at 509-662-1762 or robinn@paceengrs.com.

If you concur with this proposal, please sign the bottom of this letter and the attached PACE Terms and Conditions. Please return one copy of the entire proposal to our Wenatchee office. Electronic scan or facsimile are acceptable.

Sincerely,

PACE Engineers, Inc.



Robin Nelson, P.E.
Sr. Principal Engineer

Client Signature	Title	Date
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Attachments:

- Attachment A – Scope of Services
- Attachment B – Fee Estimate Detail

ATTACHMENT A

City of Cashmere Municipal Pool Leak Mitigation Project Evaluation and Design Phase

Scope of Services

PROJECT UNDERSTANDING

The City municipal pool has experienced leakage at varying rates since a major upgrade to the pool occurred in 2002. Since approximately 2015, the source of the leakage has been identified as the gutter and, specifically, the construction joint between the back wall of the gutter and the pool deck slab. The gutter cross-section received a comprehensive recoating in 2015 and the construction joint last received localized maintenance in spring 2019.

The City would like to diagnose the leakage problem with a heightened level of focus and mitigate the problem effectively. While the gutter and construction joint are most suspect as the cause of the leakage, the anticipated effort should consider other elements in the pool works in the evaluation and mitigation.

The following scope of services is intended to facilitate information gathering, evaluation and the design of mitigation measures.

TASKS

1. **Project Management** - Provide general project management/administrative services throughout the project. Coordinate staff, provide oversight, track budgets, monitor schedules, conduct quality reviews, and prepare monthly status reports.

Deliverables: Bi-weekly status reports

2. **Coordination:** Coordinate with City staff to assemble, verify and review pool maintenance records. Additionally, initiate a regimented monitoring plan that includes regular operation of pool works, maintaining consistent water elevation, "quantitative" monitoring of leakage rates with a make-up water meter, and "qualitative" monitoring of leakage rates through the weep holes in the retaining wall at the west side of the pool.
3. **Research:** PACE will work with City staff and perform research of specialty contractors who perform ground penetration radar (to locate voids beneath the concrete); commercial pool vendors (who perform dye testing to verify current locations and extents of leakage), specialty sub-contractors (experienced in pool maintenance, product selection and application requirements); and, utility subcontractors (who can scope the pool drains).

Deliverables: Technical memo summarizing findings from latest monitoring efforts and recommendations to City staff for inviting and/or contracting with these parties to meet on site to perform further data collection.

4. **Site Meeting:** PACE staff will meet on site together with City staff and selected specialty vendors/ sub-contractors to direct and observe their reconnaissance efforts. Afterwards, PACE staff, together with City staff, will review and evaluated the findings from these respective efforts.

- 5. Develop Scope of Work and Repair Details:** Based on findings from prior tasks, and with direction from City staff, PACE will develop a scope of work and the related repair details for soliciting bids to perform the work.

Deliverables: Scope of Work memo; construction plan and details in AutoCAD format.

ASSUMPTIONS

The scope of services assumes the following:

1. City staff is available to assist with researching pool maintenance records and implementing monitoring efforts.
2. City staff will assist with researching vendors, primarily, those with whom the City has worked with successfully in the past.
3. City staff will provide time and access to the pool works to further PACE's understanding of pool operations.
4. City staff will provide time and access to the pool works on the occasion of the site meeting when specialty vendors/ sub-contractors are on site to perform reconnaissance.
5. Anticipated repairs are limited to the gutter area. If the need for repairs extends beyond this area of the pool works and more comprehensive reconnaissance and mitigation design efforts are required, efforts and fees for those services will be rescoped prior to undertaking related efforts.

SCHEDULE

It is anticipated that this work can be completed over a four-week timeframe following receipt of a notice to proceed. The actual schedule will be dictated to some degree by the availability and schedule of specialty vendors/ sub-contractors selected to help with project reconnaissance.

PACE Engineers

Project Budget Worksheet - 2020 Wenatchee Rates

Project Name: **Municipal Pool Leak Mitigation** Prepared By: **PKM**
 Project #: **20451** Billing Group #: Location: **Cashmere, WA** Date: **6/5/2020**
 Task #: Task #:

Staff Type # (See Labor Rates Table)	Staff Type Hourly Rate	Hours	Rate	Amount	Job Title	Subclassification	Total
1	\$236	16	74		Senior Principal Engineer		
4		6			Engineer II		
4		16	8		CAD Tech III		
4		4					
1		1					
4		4					
6		16	8				
1		4					

Hours Total	26.0	8.0					54.0
Labor Total	\$ 4,720	\$ 3,354	\$ 1,032	\$	\$	\$	\$ 9,106

Expenses	Rate/Unit	Cost
Postage/Counter	\$	-
Plotter	\$	-
Photo/Video	\$	-
Mileage/Travel/Per Diem	\$	-
Miscellaneous - Reprographics	\$	194.00
Technology Fee (2% of labor)	\$	194.00
Total		\$ 194.00

Subconsultants	Rate/Unit	Cost
Utility Locate		
Mechanical Engineer		
Electrical Engineer		
Geotechnical Engineer		
I & C Engineer		
Subconsultant Subtotal		
Markup		15%
Total		

PACE Billed Labor Total	\$ 9,106
Reimbursable Expenses	\$ 194
Subconsultants	\$ -
Total Project Budget	\$ 9,300