



City of Cashmere

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Cashmere, WA 98815
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Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, DECEMBER 13, 2021, 6:00 P.M., CITY HALL

**DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PROCLAMATION;
THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO
PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5
MINUTES PRIOR TO MEETING.**

**To Join the Meeting Go To <https://zoom.us>
Meeting ID: 882 719 9871 Passcode: 788276
Audio Only: PH# 1-(253)-215-8782**

AGENDA

CALL TO ORDER - ROLL CALL – FLAG SALUTE

ANNOUNCEMENTS

- Oath of Office for Council Position #1 - John Perry

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of November 22, 2021, Regular Council Meeting
2. Payroll and Claims Packet Dated December 13, 2021

BUSINESS ITEMS

1. Ordinance No. 1307 Adopting the 2022 Budget
2. Ordinance No. 1308 Confirming the City is the exclusive provider of Water within the City
3. Resolution No. 03-2021 Revising the City procurement policy
4. RH2 Engineering Professional Services Agreement for 2022
5. Bridge Inspection Agreement with Washington State Department of Transportation (WSDOT)
6. Change Order No. 1 on the Sullivan Street project
7. Addendum No. 1 to Interlocal Agreement with Port Authority on award of \$15,000
8. Addendum No. 1 to Interlocal Agreement with Port Authority on award of \$20,000
9. Termination of Agreement with Housing Authority regarding low-income housing funds
10. Fuel Tax Grant Distribution Agreement with TIB for Sunset Highway (City Limits to Mill Site)
11. Interagency Agreement for Emergency Medical Aid Services with Fire District #6

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
MONDAY NOVEMBER 22, 2021, AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

Due to the COVID-19 pandemic and the Governor’s proclamation; public can attend the council meeting in person, by phone or by digital conference.

ATTENDANCE

| | <u>Present</u> | <u>Not Present</u> |
|----------|---|--------------------|
| Mayor: | Jim Fletcher | |
| Council: | Vacant Chris Carlson - Digital Dave Erickson - Digital Jayne Stephenson - Digital Derrick Pratt | |
| Staff: | Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations | |

ANNOUNCEMENTS

Mayor Fletcher announced the new elected officials will be certified tomorrow. John Perry was elected to Council Position #1 which is currently vacant so John will be sworn in and will take his seat at the council table on December 13, 2021. Shela Pistoresi will take the Council Position #3 seat in January, which Dave Erickson currently holds.

APPROVAL OF AGENDA

MOVED by Councilor Pratt and seconded by Councilor Erickson to approve the agenda as presented. Motion carried 4-0.

CONSENT AGENDA

Minutes of November 8, 2021, Regular Council Meeting
Payroll and Claims Packet Dated November 22, 2021
 Claims Direct Pay and Check #41539 through #41563 totaling \$76,682.46
 Manual Check #41538 not needing prior approval

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the items on the Consent Agenda. Motion carried 4-0.

ALAN WALKER WITH CHELAN-DOUGLAS COMMUNITY ACTION COUNCIL

Alan Walker of Chelan-Douglas Community Action Council explained how they receive federal, state, and local funds to operate a variety of programs to assist people in both counties. The programs Community Action offer includes rental support to landlords through the Housing Authority, utility assistance, temporary and permanent housing assistance, weatherization programs for energy conservation, adult financial and literacy programs, and food distribution.

The current Food Distribution Center serves 22 food pantries, meal sites and senior living facilities. Community Action Council delivers 3 million pounds of food at no cost to their partners or the people they serve.

The Community Action Council has identified a compelling need to expand and update their Food Distribution Center to provide for the ongoing nutritional needs of the people throughout Chelan and Douglas County for the next 30-years. Walker requested a letter of support to a funding request to Washington State for a new facility.

PUBLIC HEARING ON FINAL BUDGET FOR 2022

Mayor Fletcher opened the Public Hearing at 6:26 p.m. to receive public comment on the Final Budget for 2022. With no comments from the public the mayor closed the hearing at 6:17 p.m.

The mayor announced that with no questions or comments from the Council the budget ordinance will be presented at the next meeting for adoption.

AMENDMENT NO. 2 OF PERTEET PLANNING TASK ASSIGNMENT NO. 2 EAST CASHMERE REDEVELOPMENT PLAN

Task Assignment No. 2 for the East Cashmere Redevelopment Plan. Amendment No. 2 of Task Assignment No. 2 amends the date only, extending the completion date to December 31, 2022. The amount of \$20,00 remains the same.

MOVED by Councilor Erickson and seconded by Councilor Stephenson to approve Amendment No. 2 of Perteet Planning Task Assignment No. 2 for the East Cashmere Redevelopment Plan. Motion carried 4-0.

PERTEET PLANNING TASK ASSIGNMENT NO. 4 GENERAL PLANNING SERVICES FOR 2022

Perteet Planning Task Assignment No. 4 is for general planning services in 2022 in the amount of \$10,000.

MOVED by Councilor Carlson and seconded by Councilor Erickson to approve Perteet Planning Task Assignment No. 4 for general planning services. Motion carried 4-0.

WENATCHEE VALLEY ANIMAL CARE & CONTROL CONTRACT FOR SERVICES 2022-2024

The proposed contract for animal control services increases from \$16,287 to \$18,765 starting January 2022 and will be \$19,908 in 2024.

MOVED by Councilor Erickson and seconded by Councilor Stephenson to approve the Wenatchee Valley Animal Care & Control Contract for services in 2022 – 2024. Motion carried 4-0.

SCOPE OF WORK AND FEE PROPOSAL FOR MUNICIPAL POOL DECK REPAIRS

Previously the City requested bids for the pool repair project using the MRSC Small Works Roster. The city did not get a good response and rejected the one bid received. The city is going to advertise publicly for competitive bids on the pool repair project and give a larger window for the repairs to be completed, in hopes of getting a greater response from contractors.

The Scope of Work in the amount of \$3,000 is for PACE Engineering to amend the bid documents and rebid the project.

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve the Scope of Work and Fee Proposal for municipal pool deck repairs on the amount of \$3,000. Motion carried 4-0.

SCOPE OF WORK AND FEE PROPOSAL FOR 205 RAILROAD AVENUE IMPROVEMENTS –
ENGINEERING/SURVEY SERVICES

The Scope of Work in the amount of \$13,070 is for the design, bidding and construction phase for the development on the property located at 205 Railroad Avenue.

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve the Scope of Work and Fee Proposal for engineering and survey services for utility improvements at 205 Railroad Avenue. Motion carried 4-0.

PROGRESS REPORTS

Mayor Fletcher reported that he is working with Chelan County PUD on getting cable wires removed from old poles so the poles can be removed. The mayor is working on a priority list.

The mayor spoke to the City Council federal funds for transportation projects. The city needs to have a couple of projects shelf ready so the City can apply for the federal funding when available.

Mayor Fletcher informed the Council that Fire District #6 will have their vehicles removed from Cashmere Fire Station by the end of December, due to the district terminating the Interagency Agreement for Fire Protection Services. Fire Protection Services will be under the Mutual Aid Agreement only. The EMS services agreement is still unresolved.

Director Croci reported that the emergency waterline repair on West Pleasant was completed; the 2" line was replaced with a 6" line and a fire hydrant was added to the end of the line.

Director Croci reported that Woodard and Curran came out for a site visit and walked through the Wastewater Treatment Plant and the Water Treatment Plant. A digital meeting will be scheduled for Woodard and Curran to introduce themselves to the City Council.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:02 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

ORDINANCE NO. 1307

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF CASHMERE,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022.**

WHEREAS, the City Council of the City of Cashmere has heretofore made and filed its preliminary budget for the year 2022 and has given notice of the time and place of hearing thereon according to law and met in accordance with said notice and considered the proposed budget, including salaries for all city employees;

NOW, THEREFORE, the City Council of the City of Cashmere, Washington do ordain as follows:

Section 1. Adoption of budget. In accordance with RCW 35A.33.075 the final budget for the year ending December 31, 2022 to carry on the government of the City of Cashmere, Washington, is hereby adopted at the fund level. Exhibit A (attached) is a summary of the totals of estimated revenues and appropriations for each separate fund and an aggregate total for all such funds combined. Exhibit B (attached) is an employee salary schedule.

Section 2. Copy of detailed budget on file. A detailed final budget adopting the salary schedule for 2022 and including a list of the revenues and expenditures for each separate fund is on file in the Office of the City Clerk and is adopted by this reference.

Section 3. This ordinance shall be in effect five (5) days after its passage and publication of an approved summary thereof consisting of the title.

Passed by the City Council and approved by the Mayor this 13th day of December 2021.

CITY OF CASHMERE

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Approved as to form:

Charles D. Zimmerman, City Attorney

Ordinance No: 1307

Passed by the City Council: December 13, 2021

Published in the Cashmere Valley Record: December 22, 2021

Effective date: December 27, 2021

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CITY OF CASHMERE

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Attest:

Kay Jones, City Clerk-Treasurer

Approved as to form:

Charles D. Zimmerman, City Attorney

Ordinance No: 1307
Passed by the City Council: December 13, 2021
Published in the Cashmere Valley Record: December 22, 2021
Effective date: December 27, 2021

EXHIBIT A

Ordinance No. 1307

**Total Estimated Revenues and Appropriations by Fund
2022 Budget**

| Fund Name | Beginning Balance | Estimated Revenues | Budgeted Appropriations | Ending Balance |
|------------------------------|------------------------------|-------------------------------|------------------------------------|---------------------------|
| 001 General Government Fund | 705,829 | 1,091,878 | 1,091,756 | 705,951 |
| 003 Public Works Fund | 1,198,923 | 1,406,984 | 1,403,680 | 1,202,227 |
| 108 Lodging Tax Fund | 0 | 5,000 | 5,000 | 0 |
| 302 Capital Improvement Fund | 3,751,454 | 695,229 | 875,319 | 3,571,364 |
| 401 Water/Wastewater Fund | 862,867 | 3,164,800 | 3,107,719 | 919,948 |
| 411 Water Capital Fund | 1,772,189 | 540,048 | 858,600 | 1,453,637 |
| 412 Wastewater Capital Fund | 2,647,516 | 601,697 | 374,400 | 2,874,813 |
| 430 Revenue Bond 2021 | 0 | 532,957 | 532,957 | 0 |
| 501 Equipment Rental Fund | 1,063,991 | 262,483 | 270,560 | 1,055,914 |
| 702 Cemetery Endowment Fund | 267,775 | 6,200 | 0 | 273,975 |
| TOTAL ALL FUNDS | 12,270,544 | 8,307,276 | 8,519,991 | 12,057,829 |
| | | 20,577,820 | 20,577,820 | |

EXHIBIT B
Ordinance No. 1307

CITY OF CASHMERE
2022 SALARY SCHEDULE

| POSITION | Hourly Wage Step Levels | Monthly Salary | Annual Salary |
|--|--------------------------------|-----------------------|----------------------|
| Executive & Legislative | | | |
| Mayor | | 1,500.00 | |
| Councilmembers | | 100.00 | |
| Exempt | | | |
| City Clerk-Treasurer | | 7,110.04 | |
| Director of Planning/Building | | 7,110.04 | |
| Office/Admin | | | |
| Office Staff | 16.73 - 23.10 | | |
| Office Lead | 24.25 | | |
| Public Works Department | | | |
| Public Works Maint. 1 | 14.59 - 20.92 | | |
| Public Works Maint. 2 (inc. pesticide) | 17.00 - 23.44 | | |
| Public Works Maint. 3 (inc. arborist) | 18.68 - 25.77 | | |
| Public Works Foreman | 27.52 | | |
| Water/Wastewater Department | | | |
| Water/Wastewater in Training (no cert.) | 15.21 - 21.16 | | |
| Water DM 1 / Wastewater 1 | 16.55 - 23.56 | | |
| Water DM 2 / Wastewater 2 | 19.31 - 26.97 | | |
| Wastewater Treatment Plant OP 3 | 21.16 - 29.57 | | |
| Water/Wastewater Foreman | 31.44 | | |
| City Pool | | | |
| 30 (+/-) Pool Employees | 12.32 - 15.18 | | |
| Pool Assistant Manager and Manager | 15.74 - 19.30 | | |
| Seasonal/Temporary Employees | 15.00 | | |
| Fire Department | | | |
| Fire Chief | | 515.00 | |
| Assistant Chief | | | 2,400.00 |
| 2 Deputy Chiefs | | | 1,081.50 |
| 3 Captains | | | 500.00 |
| 2 Lieutenants | | | 400.00 |
| Fire Department Stipend - \$10.00 per call - city calls only (CMC 2.56.070) | | | |
| EMT Nightshift Stipend - \$5.00 per night - max 2 people per night (CMC 2.56.070) | | | |

- Above wages do not include longevity
- Above hourly/base wages may be increased during the year due to step and/or longevity increases according to the Collective Bargaining Agreement.
- Pool Employee wages are determined by the number of years of service for the City.

Staff Summary

Date: 12/10/2021

To: City Council

From: Jim Fletcher, Mayor

RE: Ordinance 1308 Providing Water within the City

Installing new private water wells within the city is a concern relevant to protecting ground water for the city's municipal water wells. Clarification of policy is necessary as existing regulations on new wells are administrated by Dept. of Ecology.

- Cashmere holds a variety of water rights for well and river water. These municipal purpose water rights give the city seniority over any new wells within the aquifer.
- Dept. of Ecology domestic-exempt wells are exempt only from obtaining a water rights permit, for specific limited uses such as single-family home or watering a small yard. Domestic-exempt wells must comply with all other water laws.
- In 2016 the State Supreme Court issued the Hirst decision resulting in limits on a landowner's ability to develop property when the source is from a permit-exempt well. This ruling primarily impacted land in unincorporated areas as cities provide domestic water services.
- Dept of Ecology has the power to determine if a new water well will injure or damage any vested water rights. Cashmere's Well #10 water recharge rates are affected during periods when aquifer water levels are low.
- Accumulative effect of new wells in the aquifer may further limit the water recharge rate to Well #10. Periods of low river flows influence aquifer levels and all wells in that aquifer are competing for limited water availability.

Staff Recommendation:

To protect the city's water rights and equally apply rules to all lands in the city it is recommended that a city-wide ban on new water wells be adopted.

Move to adopt Ordinance 1308 to protect water rights, water quantity and quality in the aquifer serving municipal wells by preventing new water wells within the city limits.

ORDINANCE NO. 1308

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, ADDING A NEW SECTION 13.10.035 TO THE CASHMERE MUNICIPAL CODE, CONFIRMING THE CITY IS THE EXCLUSIVE PROVIDER OF WATER WITHIN THE CITY; CONTAINING A SEVERABILITY CLAUSE AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Cashmere ("City") has historically provided water service to all customers within the City when service has been available; and

WHEREAS, in order to protect the City aquifers where the City wells are located the City Mayor recommends and the City Council concurs with the recommendation of the Mayor that the City confirm its position as the exclusive provider of water within the City limits of the City; and

WHEREAS, the City Council finds that passage of this Ordinance is in the best interest of the public health, safety and welfare of the citizens of the City; NOW, THEREFORE

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. A new Section 13.10.035 is hereby added to the Cashmere Municipal Code to read as follows:

Sections:

13.10.035 City is Exclusive Provider of Water

- A. The City shall be the exclusive provider of water in the City. With the exception of wells that are drilled as a part of the City water system, no new wells shall be drilled in the City for any purpose.
- B. Existing private wells in the City may continue to be used for domestic water service as they are used as of December 13, 2021, without expansion, and may continue to be so used until the City domestic water service is available to the property served by the private well. Upon

availability of City water service to the property served by the private well, all domestic use of the private well shall cease, and the domestic use water service for the property shall be provided by a connection to the City water system installed at the expense of the property owner and shall be treated by the City the same as any other new connection to the City water system for billing purposes. For purposes of this Section, City domestic water service shall be deemed available when a City water line is located within a City easement or within a City right-of-way abutting the property served by the private well.

Section 2. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

MAYOR JAMES FLETCHER

ATTEST:

CITY CLERK KAY JONES

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

CHARLES D. ZIMMERMAN

PASSED BY THE CITY COUNCIL: 12/13/21
PUBLISHED: 12/22/21
EFFECTIVE DATE: 12/27/21
ORDINANCE NO. 1308

Staff Summary

Date: 12/9/2021
To: City Council
From: Clerk-Treasurer Kay Jones
RE: Resolution No. 03-2021 Revising the City Procurement Policy

Several small cities have received findings on their federal audits by not having comprehensive procurement policies in place, which the Washington State Auditor determined are required by the federal audit guidelines.

The proposed Procurement Policy meets the Auditor's desired standards for federal audit purposes.

This resolution is consistent with City Resolution No. 08-2019 which adopts the City small public works and consulting rosters policy. The City may lawfully proceed using this resolution or Resolution No. 08-2019 when applicable.

This is a preventative measure for future audits regarding federal funding.

Staff Recommendation:

MOVE to approve Resolution No. 03-2021 Revising the City Procurement Policy.

RESOLUTION NO. 03-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON
REVISING THE PROCUREMENT POLICY OF THE CITY, INCLUDING A SEVERABILITY
PROVISION, AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Washington State Auditor recommends that the City revise its Procurement Policy; and

WHEREAS, the City Clerk-Treasurer recommends revising the City Procurement Policy in the form attached as Exhibit "A" to this Resolution; and

WHEREAS, the Mayor and City Council have reviewed the recommended Procurement Policy and have determined that adoption of the same is in the best interest of the citizens of the City; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. The City hereby adopts the Procurement Policy which is attached hereto as Exhibit "A" and made a part of this Resolution by this reference.

Section 2. This Resolution is consistent with City Resolution No. 08-2019, the "Small Works Roster," which adopts the City small public works and consulting rosters policy. The City may use either this Resolution or Resolution 08-2019 when applicable when the purchase or public work being undertaken by the City may lawfully proceed under either process. Where Resolution 08-2019 and this Resolution conflict, Resolution 08-2019 is hereby conformed to the provisions of this Resolution. References herein to City Resolution 08-2019 shall be considered references to said Resolution and any amendments, updates, revisions, and/or replacements of said Resolution.

Section 3. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 4. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council of the City of Cashmere, Washington at an Open Public Meeting the 13th day of December, 2021.

APPROVED:

JAMES FLETCHER, MAYOR

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK/TREASURER

APPROVED AS TO FORM:

CHARLES D. ZIMMERMAN, CITY ATTORNEY

EXHIBIT "A"

CITY OF CASHMERE PROCUREMENT POLICY **Approved by City Council Resolution No. 03-2021** **the 13th day of December, 2021**

This City of Cashmere (the "City") Procurement Policy ("Policy") establishes the best practices and standards for the City concerning the purchasing of materials, supplies, or equipment; public works projects; federal awards standards; and code of conduct.

I. PURCHASE OF MATERIALS, SUPPLIES, OR EQUIPMENT

A. Controlling Laws

The expenditure of public funds for the purchase of, and contracting for, goods, services, supplies, and materials shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC). Where this Policy conflicts with state law requirements, the more restrictive procurement method or threshold shall prevail. Where this Policy is silent with regards to purchasing and bidding requirements, state law shall govern City procedure.

Purchases and contracts that include federal funding shall also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, published under Title 2 of the Code of Federal Regulations (2 CFR 200) and any other requirements associated with the receipt and use of the federal funds.

B. Monitoring and Compliance

The City shall implement, monitor, and enforce this Policy. Willful or intentional violations of this Policy may result in penalties, financial liabilities, and/or discipline.

The City will monitor purchases to avoid duplication. The City may use "piggybacking" when lawful including entering into inter-entity agreements or utilizing the State Department of Enterprise Services competitively bid price list to realize cost savings for purchases of goods and services when possible. For purchases exceeding \$7,500 (including federally funded purchases), the City will endeavor to verify and document that people and businesses selling goods and services to the City are not suspended or debarred from doing business with the federal or state government.

In implementing this Policy, the City shall take reasonable measures to safeguard protected personally identifiable or sensitive information that would qualify as protected non-disclosable information under state or federal laws regarding privacy and confidentiality.

C. Proper Authorization

Only authorized employees acting within the scope of their authority may obligate the City in the acquisition of goods or services. Any employee purchasing goods or services on behalf of the City without proper authorization may be personally liable to the vendor and/or to the City and subject to disciplinary action.

For federally funded purchases and contracts, to document that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the contract must include a certification, signed by an official who is authorized to legally bind the City, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Notwithstanding any other provision of this Policy, the Mayor or their designee may make, or authorize others to make, emergency procurements of materials, supplies, equipment or services without complying with the requirements of this Policy when there exists a threat to public health, safety or welfare, or a threat to property; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. Other competitive bidding exemptions for purchases include those identified in RCW 39.04.280.

For purchases of materials, supplies and equipment, the City shall follow the state or federal law minimum threshold requirements for purchases up to the amount that require competitive bidding. Even when competitive bidding is not required by law, the City shall endeavor to obtain reasonable pricing when purchasing materials, supplies, and equipment.

D. Credit Cards/ Procurement Cards

In accordance with RCW 43.09.2855, the City is authorized to use credit cards or procurement cards for official government purchases and acquisitions. Cash advances on credit cards or procurement cards are prohibited. Credit cards and procurement cards may not be used to purchase alcoholic beverages. It will be the responsibility of the City Clerk-Treasurer to assign credit cards or procurement cards to employees that need them for City operations.

II. PUBLIC WORKS PROJECTS

The City shall follow the most restrictive applicable procedures when contracting for public works projects. The threshold for bidding shall be as established by state law or the requirements of any state or federal funding agency, as applicable. In addition, the City may enter into contracts for public works projects by utilizing a properly approved small works roster process. Exemptions to competitive bidding shall be those set forth in RCW 39.04.280. The provisions in Section IV, Federal Standards, may be used as a guide when making threshold procurement purchase determinations.

For public works projects exceeding \$15,000 (including federally funded projects), the City will endeavor to verify and document that the selected contractor on any such project is not suspended or debarred from doing business with the federal or state government prior to the formal award of the public works contract.

III. ARCHITECTURAL AND ENGINEERING SERVICES

The City shall comply with the process set forth in Chapter 39.80 RCW in the procurement of architectural or engineering services and with any other specific requirements of state or federal funding agencies if and when applicable.

IV. FEDERAL STANDARDS

The purpose of this Section is to establish and maintain internal controls that provide reasonable assurance that federally funded purchases are being processed in compliance with all federal regulations and with the terms and conditions of the federally funded project, hereinafter the "federal award".

The City will maintain effective internal control over the federal award providing reasonable assurance that the City is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award in a manner consistent with 2 CFR §200. For all purchases in excess of \$7,500, the City will perform a cost or price analysis to determine the reasonableness of the cost or price under 2 CFR 200.323. The cost or price analysis performed will be selected by the City Clerk/ Finance Director and documented for each such purchase.

A. Advance Payments and Reimbursements

In compliance with 2 CFR § 200, payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and disbursement by the City. Advanced payments must be limited to the minimum amounts needed and be timed in accordance with the actual, immediate cash requirements of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.

B. Cost Sharing or Matching

For all federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-federal entity's cost sharing or matching when such contributions meet all the criteria outlined in 2 CFR § 200.

If the purpose of the federal award is to assist the City in the acquisition of equipment, buildings or land, the aggregate value of any donated property may be claimed as cost sharing or matching.

C. Allowable Costs

Federal awards will meet the following general criteria in order to be allowable, except where otherwise authorized by statute (2 CFR § 200):

- Be necessary and reasonable for the performance of the federal award;
- Conform to any limitations or exclusions set forth in this Policy or in the federal award as to types or amount of cost items;
- Be consistent with policies and procedures that apply uniformly to both federally- financed and other activities of the City;
- Be provided consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost;

- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period; and
- Be adequately documented.

| PROCUREMENT METHOD | GOODS | SERVICES |
|--|--|--|
| Micro-Purchase- No required quotes. However, must consider price as reasonable, and, to the extent practicable, distribute equitably among suppliers. | <p style="text-align: center;">\$7,500 or less</p> <p>Must use more restrictive local thresholds noted above</p> | <p style="text-align: center;">\$7,500 or less</p> <p>Must use more restrictive local thresholds noted above</p> |
| Small Purchase Procedures (Informal)- Obtain/document quotes from a reasonable number of qualified sources (endeavor to obtain at least three quotes). | <p>\$7,500 - \$75,500 (Single Trade) \$7,500- \$116,155 (Multi Trade) \$7,500- \$15,000 (Non-Public works projects)</p> <p>Must use more restrictive local thresholds noted above</p> | <p>\$7,500 - \$75,500 (Single Trade) \$7,500- \$116,155 (Multi Trade) \$7,500- \$15,000 (Non-Public works projects)</p> <p>Must use more restrictive local thresholds noted above</p> |
| Sealed Bids / Competitive Bids (Formal) | <p>\$116,155 or more (Single trade) \$116,155 or more (Multi trade) \$15,000 or more (Non-Public works projects)</p> <p>Must use more restrictive local threshold instead of \$250,000 federal threshold</p> | <p>\$116,155 or more (Single trade) \$116,155 or more (Multi trade) \$15,000 or more (Non-Public works projects)</p> <p>Must use more restrictive local threshold instead of \$250,000 federal threshold</p> |
| Competitive proposals (Not bids) | <p>Used when conditions are not appropriate for the use of sealed bids:</p> <ul style="list-style-type: none"> • Must publicize request for proposals soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Award contract to the responsible firm whose proposal is determined to be in the best interest of the City after considering all proposal evaluation factors including price | |
| Non-competitive proposals | <p>Appropriate only when:</p> <ul style="list-style-type: none"> • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass-through agency in response to written request from the City; or • After soliciting a number of sources, competition is deemed inadequate. | |

V. CODE OF CONDUCT- ETHICS

The purpose of this code of conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200, and other applicable federal and state standards, regulations, and laws. This code of conduct applies to all elected officials, employees or agents of the City engaged in the award or administration of contracts supported by federal funds.

A. Requirements

No elected official, employee or agent of the City shall participate in the selection, award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- A City employee, elected official, or agent; or
- Their dependent; or
- Their partner; or
- An organization which employs, or is about to employ any of the above.

The City's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.

B. Penalties/ Reporting

To the extent permitted by local, state, or federal laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Penalties may include forfeiture of office for elected officials or termination of employment for appointed officials. Any potential conflict of interest will be disclosed in writing to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

VI. NEW REGULATIONS AND PERIODIC REVIEW

A. New Regulations

All applicable regulations enacted following the effective date of this Policy are by this reference made a part herein. All parts of this Policy that are in conflict with any new regulation enacted following the effective date of this Policy are by this reference modified to comply with any new regulation.

B. Biennial Review

City Staff shall endeavor to review this Policy on a biennial basis and update the Policy following review, if updates are deemed appropriate.

Staff Summary

Date: 11/1/2021
To: City Council
From: Jim Fletcher, Mayor
RE: Professional Engineering Agreement with RH2

Annual renewal of agreement with RH2 for general on call engineering services to provide as needed to review development applications, minor projects to repair utility systems and other small projects. This is separate from other agreements with RH2 for specific projects.

Engineering services for larger projects are retained based on a Request For Qualifications procedure to match engineering services to the type of project proposed by the City.

Staff Recommendation

Move to approve the annual service agreement renewal with RH2, authorizing the mayor to sign

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
GENERAL SERVICES
EFFECTIVE DATE – JANUARY 1, 2022**

THIS AGREEMENT is entered into this date between the CITY OF CASHMERE ("CITY"), a Washington municipal corporation, and RH2 ENGINEERING, INC. ("ENGINEER"), consulting engineers, located in East Wenatchee, Washington. The CITY and ENGINEER are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

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

1. RETENTION OF ENGINEER. The CITY retains the ENGINEER to perform, from time to time, such professional engineering services required, ordered or authorized by the CITY. The CITY and the ENGINEER may identify specific projects for which a separate written agreement may be executed between the CITY and the ENGINEER providing for a more detailed description of services to be provided by the ENGINEER. In such cases, the terms of the specific agreement between the ENGINEER and the CITY shall control; however, the terms of this Agreement, when not inconsistent with the terms of any such specific project Agreement, shall supplement the terms of the specific project Agreement. The ENGINEER agrees to perform, according to the best of its professional ability and skill, the requested engineering services authorized by the CITY. All work shall be done under the direction of the CITY Mayor or his or her designee.

2. TERM OF AGREEMENT – REPLACEMENT OF EXISTING AGREEMENTS. The term of this Agreement shall be from January 1, 2022 (the "Effective Date"), until terminated by either Party. As of the Effective Date, this Agreement shall replace the two existing Agreements between the CITY and ENGINEER which by their terms terminate December 31, 2021. All ongoing projects of ENGINEER initiated under said prior agreements for general engineering services and SCADA services shall as of the Effective Date be performed pursuant to the terms of this Agreement. This Agreement replaces in full the two referenced prior agreements as of the Effective Date.

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

4. ENGINEERING SERVICES. The ENGINEER shall provide engineering services as authorized by the CITY which may include but are not limited to the following:

- 4.1 Attend CITY Council meetings or staff meetings as requested by the CITY to provide professional engineering consultation;
- 4.2 Review and analyze information made available through the CITY which may assist in the development of a given project;
- 4.3 Make on-site field investigations;
- 4.4 Prepare project budgets for the proposed work that sets forth the estimated costs of engineering and construction and the estimated time for completion;
- 4.5 Assist the CITY in the procurement of field information that may be required for design and construction;
- 4.6 Prepare construction cost estimates and advise the CITY of any later adjustments due to changed requirements, general market conditions or other changes;
- 4.7 Prepare bid documents for specific projects assigned by the CITY and submit the same to CITY staff for approval before publication and delivery of bid documents to potential contractors;
- 4.8 Review shop and laboratory test reports of materials and equipment;
- 4.9 Provide Supervisor Control and Data Acquisition ("SCADA") services as requested by CITY;
- 4.10 Provide assistance to the CITY as expert witness in litigation, if required; and
- 4.11 Provide such other services as may be requested by the CITY.

The ENGINEER agrees to perform work in accordance with standard engineering practices.

5. PROJECT LEAD PERSON. The ENGINEER will assign an appropriate employee of ENGINEER as the project lead person (PLP) to follow through on each specific project assigned by the CITY and shall endeavor to continue to use the same PLP on a project unless in the case of an emergency a change in the PLP becomes necessary. The PLP shall serve as the project coordinator for the specific project and the CITY and ENGINEER shall communicate through the PLP assigned to the specific project.

6. CITY'S RESPONSIBILITIES. The CITY's responsibilities under this Agreement will include the following:

6.1 Provide to the ENGINEER all criteria, design and construction standards and all information within the CITY's control as to the CITY's requirements for the project. CITY shall provide these items in a timely manner and shall allow ENGINEER to rely on the accuracy and completeness of these items;

6.2 Make reasonable effort to gain full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement and to which the ENGINEER advises the CITY that the ENGINEER needs access; provided that the CITY shall not be required to use its condemnation powers or to pay a property owner to gain such access;

6.3 Give verbal notice to be followed by written notice to the ENGINEER whenever the CITY observes or becomes aware of any defect or deficiency in a project or other event which may substantially affect the ENGINEER's performance under this Agreement; and

6.4 Compensate, as provided by this Agreement, the ENGINEER for services rendered under this Agreement.

7. ESTIMATES. Opinions of probable construction costs, financial evaluations, feasibility studies, economic analysis of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder shall be made on the basis of ENGINEER's professional experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to the CITY hereunder.

8. ENGINEERING FEES. ENGINEER shall provide professional services for which the CITY shall compensate the ENGINEER according to the hourly rates for the employees performing the services. The hourly rates for the individuals performing the services for ENGINEER are set forth on Exhibit "A", attached hereto and made a part herein as if set forth in full. In the event rates of employees are proposed to be changed by ENGINEER, ENGINEER shall provide the CITY with a revised Exhibit "A", including the new service rates and/or the proposed rate changes. Any such modification to Exhibit "A" must be agreed to in writing by the CITY Mayor before the modification becomes effective. Certain reimbursable costs and the rates of reimbursement for those costs are identified on Exhibit "A".

Reimbursable costs shall not include charges for computer time, for computer assisted drafting or other computer system information services, or for milage expenses incurred by ENGINEER to travel to the CITY to provide services to the CITY.

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

- 9.1 The project for which the services are provided;
- 9.2 The date on which the services are provided;
- 9.3 The individual performing the services;
- 9.4 The hourly rate of the individual performing the services;
- 9.5 The time expended to perform the services; and
- 9.6 A brief description of the services provided.

ENGINEER shall bill the CITY monthly for services provided by the ENGINEER for the previous month. The CITY shall pay ENGINEER's bills or notify ENGINEER that a dispute exists concerning ENGINEER's bill within forty-five (45) days of receipt of the ENGINEER's bill.

In the event the CITY notifies the ENGINEER that a dispute exists concerning the bill, the CITY and ENGINEER will meet in an effort to resolve the dispute. If the CITY and ENGINEER are unable to resolve the dispute to both Parties' satisfaction, then the ENGINEER must file suit to resolve the dispute concerning the bill in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed bill must be filed by the ENGINEER within one hundred twenty (120) days of the date the bill is sent to the CITY or the ENGINEER's request for payment from the CITY shall be deemed waived.

Interest charges on invoices for ENGINEER's services shall be computed at the rate of eight percent per annum.

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

10.1 The ENGINEER'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

10.2 The ENGINEER'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the ENGINEER and the CITY, or of the ENGINEER and a third party other than an officer, agent, subconsultant or employee of the ENGINEER, shall apply only to the extent of the negligence or willful misconduct of the ENGINEER; and

10.3 With respect to the performance of the services required by this Agreement and as to claims against the CITY, its officers, agents and employees, the ENGINEER expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the ENGINEER and includes any judgment, award or costs thereof, including attorney's fees.

The ENGINEER agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of ENGINEER to reimburse the CITY for all of the CITY's costs and reasonable attorney's fees incurred as a result of any action of the CITY to enforce this provision.

THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN THE CITY AND THE ENGINEER.

11. INSURANCE. The ENGINEER shall secure and maintain in force until three years after the date of substantial completion of any construction project performed as a result of the surveying services performed by ENGINEER pursuant to this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage, and \$1,000,000 aggregate and \$1,000,000 per claim professional liability insurance. In addition, ENGINEER shall have in place, at all times the aforementioned insurance is in place, comprehensive motor vehicle insurance with coverage for personal injury and property damage claims arising out of the use of motor vehicles with combined single limits of \$1,000,000. The comprehensive general liability policy and the comprehensive motor vehicle insurance shall each name the CITY as an additional named insured and all of the insurance policies required shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the CITY. Certificates of coverage as required herein shall be delivered to the CITY within fifteen (15) days following execution of this Agreement.

In the event no construction is commenced on any project pursuant to the terms of this Agreement, ENGINEER may cancel the insurance provided for herein at any time after ENGINEER has completed ENGINEER's services and been discharged from projects by the CITY upon thirty (30) days prior written notice to the CITY.

In the event of a work stoppage prior to substantial completion of any project, ENGINEER may cancel the insurance required herein three years after the date upon which the last work on the construction project was performed by the contractor.

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

13. ASSIGNMENT. The ENGINEER shall not assign or transfer any interest in this contract without the prior written consent of the CITY.

14. REPORT OWNERSHIP. All original reports and drawings prepared by the ENGINEER, as provided under this Agreement, shall become the sole property of the CITY upon final payment to the ENGINEER of the ENGINEER fees as set forth in this Agreement. ENGINEER may use electronic or other copies of any final work prepared for the CITY as promotional materials for ENGINEER's business. Reuse of the work other than as intended by this Agreement shall be without liability to the ENGINEER.

15. ATTORNEY'S FEES. Except as otherwise specifically provided in this Agreement, in the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party shall pay for its own costs and reasonable attorney's fees.

16. WAIVER OF BREACH. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

17. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

18. COPYRIGHT. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the ENGINEER.

19. AUDITS AND INSPECTIONS. The CITY, the State Auditor, or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of a project and under this Agreement, by whatever legal and reasonable means are deemed appropriate by the CITY and the State Auditor.

20. AGREEMENT TERMINATION. The CITY or ENGINEER may terminate this Agreement by giving thirty (30) days' written notice to the other Party. In such event, the CITY shall forthwith pay the ENGINEER in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, the ENGINEER agrees to cooperate reasonably with any consulting engineer thereafter retained by the CITY in making available information developed as the result of work previously performed by the ENGINEER. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement. In the event this General Services Agreement is terminated, but ENGINEER continues to provide services on any project, for purposes of said project, the terms of this General Services Agreement shall continue to apply until three years following the date of substantial completion of any such project.

21. ACCESS TO RECORDS. The CITY and authorized representatives of the State and Federal Governments shall have access to any books, documents, papers, and records of the ENGINEER which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the ENGINEER for a period of six years after the final audit of the CITY's completed projects, pursuant to this Agreement, unless a longer period is

required to resolve audit findings or litigation. In such cases, the CITY may request, and the ENGINEER shall abide by, such longer period for record retention.

22. INTEREST OF CITY OFFICIALS. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and the CITY and ENGINEER shall take appropriate steps to assure compliance.

23. INTEREST OF ENGINEER AND EMPLOYEES. The ENGINEER covenants that it shall not acquire interest, direct or indirect, in any study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services on behalf of the CITY pursuant to this Agreement.

24. REPORTS AND INFORMATION. The ENGINEER, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

25. COMPLIANCE WITH LAWS. The ENGINEER shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

[Remainder of page left intentionally blank]

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

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

28. PHOTOCOPIES OF SIGNATURES SAME AS ORIGINALS. Photocopies of signatures on this Agreement shall be treated the same as original signatures on this Agreements for all purposes.

APPROVED by the City Council of
CITY OF CASHMERE, Washington
the _____ day of _____, 2021.

APPROVED by RH2 ENGINEERING, INC.,
the _____ day of _____, 2021.

James Fletcher, Mayor

Paul R. Cross, Executive Vice-President

Address for Giving Notices:

CITY OF CASHMERE
Attn: Mayor
101 Woodring Street
Cashmere, WA 98815

Address for Giving Notices:

RH2 ENGINEERING, INC.
Attn: Erik Howe, P.E.
300 Simon Street, S.E., Suite 5
East Wenatchee, WA 98802

EXHIBIT A
RH2 ENGINEERING, INC.
2022 SCHEDULE OF RATES AND CHARGES

| RATE LIST | RATE | UNIT |
|----------------------------------|---|----------------|
| Professional I | \$152 | \$/hr |
| Professional II | \$168 | \$/hr |
| Professional III | \$182 | \$/hr |
| Professional IV | \$199 | \$/hr |
| Professional V | \$214 | \$/hr |
| Professional VI | \$227 | \$/hr |
| Professional VII | \$243 | \$/hr |
| Professional VIII | \$255 | \$/hr |
| Professional IX | \$255 | \$/hr |
| Control Specialist I | \$139 | \$/hr |
| Control Specialist II | \$152 | \$/hr |
| Control Specialist III | \$166 | \$/hr |
| Control Specialist IV | \$180 | \$/hr |
| Control Specialist V | \$192 | \$/hr |
| Control Specialist VI | \$207 | \$/hr |
| Control Specialist VII | \$220 | \$/hr |
| Control Specialist VIII | \$231 | \$/hr |
| Technician I | \$116 | \$/hr |
| Technician II | \$126 | \$/hr |
| Technician III | \$144 | \$/hr |
| Technician IV | \$155 | \$/hr |
| Technician V | \$169 | \$/hr |
| Technician VI | \$186 | \$/hr |
| Technician VII | \$202 | \$/hr |
| Technician VIII | \$212 | \$/hr |
| Administrative I | \$75 | \$/hr |
| Administrative II | \$90 | \$/hr |
| Administrative III | \$107 | \$/hr |
| Administrative IV | \$126 | \$/hr |
| Administrative V | \$145 | \$/hr |
| CAD Plots - Half Size | \$2.50 | price per plot |
| CAD Plots - Full Size | \$10.00 | price per plot |
| CAD Plots - Large | \$25.00 | price per plot |
| Copies (bw) 8.5" X 11" | \$0.09 | price per copy |
| Copies (bw) 8.5" X 14" | \$0.14 | price per copy |
| Copies (bw) 11" X 17" | \$0.20 | price per copy |
| Copies (color) 8.5" X 11" | \$0.90 | price per copy |
| Copies (color) 8.5" X 14" | \$1.20 | price per copy |
| Copies (color) 11" X 17" | \$2.00 | price per copy |
| Mileage | Not Reimbursable | |
| Subconsultants | 15% | Cost + |
| Outside Services | at cost | |
| Additional Specialized Equipment | see attached RH2 Equipment Rental Rates | |

Rates listed are adjusted annually.

EXHIBIT A CONTINUED - RH2 EQUIPMENT RENTAL RATES

| SYSTEM FLOW AND PRESSURE TESTING EQUIPMENT | | |
|--|-------------|-------------|
| EQUIPMENT | RATE | UNIT |
| Pressure Data Logger | \$ 30 | \$/Day |
| | \$ 120 | \$/Week |
| | \$ 360 | \$/Month |
| Set of 2 Hose Monster Assemblies | \$ 50 | \$/Day |
| EXHIBIT A RH2 ENGINEERING, INC. 2022 SCHEDULE OF RATES AND CHARGES | \$ 200 | \$/Week |
| Set of 6 Pressure Data Loggers | \$ 600 | \$/Month |
| | \$ 180 | \$/Day |
| | \$ 720 | \$/Week |
| Set of 2 Hose Monster Assemblies w/ 6 Pressure Data Loggers | \$ 2,160 | \$/Month |
| | \$ 230 | \$/Day |
| | \$ 920 | \$/Week |
| Set of 2 Hose Monster Assemblies w/ 9 Pressure Data Loggers | \$ 2,760 | \$/Month |
| | \$ 320 | \$/Day |
| | \$ 1,280 | \$/Week |
| | \$ 3,840 | \$/Month |

| SPECIAL EQUIPMENT - PUMP AND MOTOR TESTING | | |
|---|-------------|-------------|
| EQUIPMENT | RATE | UNIT |
| Coco-80 w/ 4 Accelerometers | \$ 80 | \$/Pump |
| | \$ 320 | \$/Day |
| | \$ 960 | \$/Week |
| ITIG-II Model C w/ test probes | \$ 90 | \$/Pump |
| | \$ 360 | \$/Day |
| | \$ 1,080 | \$/Week |
| ITIG-II and Power Pack w/ test probes | \$ 190 | \$/Pump |
| | \$ 760 | \$/Day |
| | \$ 2,280 | \$/Week |
| PowerSight 3500 w/ test probes | \$ 15 | \$/Pump |
| | \$ 60 | \$/Day |
| | \$ 180 | \$/Week |
| FLIR E8 WIFI Thermal Camera | \$ 15 | \$/Pump |
| | \$ 60 | \$/Day |
| | \$ 180 | \$/Week |

| CORROSION EQUIPMENT | | |
|----------------------------|-------------|-------------|
| EQUIPMENT | RATE | UNIT |
| Articulating Boroscope | \$ 200 | \$/Day |
| Thru-Coat Thickness Gauge | \$ 200 | \$/Day |
| Dry Film Thickness Gauge | \$ 50 | \$/Day |
| Wenner 4-Pin Method | \$ 200 | \$/Day |
| AWWA Soil Testing | \$ 150 | \$/Sample |
| Rectifier | \$ 135 | \$/Day |
| | \$ 540 | \$/Week |
| | \$ 1,620 | \$/Month |

| SPECIAL EQUIPMENT - DRONES | | |
|---|-------------|-------------|
| EQUIPMENT | RATE | UNIT |
| Drone with Operator at Professional Rate not Included | \$ 50 | \$/Hr |
| | \$ 100 | \$/Day |
| | \$ 400 | \$/Week |

Staff Summary

Date: 12/8/21
To: City Council
From: Steve Croci, Director of Operations
RE: WSDOT – Bridge Inspection Agreement

The current agreement with Washington State Department of Transportation (WSDOT) to perform underwater inspection of Cottage Avenue expires this year. This agreement would extend the arrangement for another ten years. The City would be responsible to pay actual cost at the current WSDOT cost rate. Today's estimated costs are \$5,084.10.

Staff Recommendation:

MOVE to approve the agreement with WSDOT for bridge inspections and authorize mayor to sign documents.

| | |
|------------------------------------|--|
| Bridge Inspection Agreement | Local Agency and Address Name: City of Cashmere Address: 101 Woodring Street City, State Zip: Cashmere, WA 98815-1034 |
| Agreement Number GCB 3613 | Exhibits A. SCOPE OF WORK; B. COST RATES |

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the above-named entity, hereinafter "LOCAL AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the LOCAL AGENCY, on a periodic basis, has a need to have certain bridges under its jurisdiction and responsibility regularly inspected, and

WHEREAS, WSDOT has the qualified personnel and equipment and is willing to performing the bridge inspection work as mutually agreed upon,

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and provisions contained herein, and the attached Exhibits A and B, which are by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL TERMS, SCOPE OF WORK, AND TERM

1.1 This Agreement provides the terms and conditions for WSDOT periodic bridge inspection work to be performed on LOCAL AGENCY-owned bridges at the LOCAL AGENCY's request and expense. The bridges to be inspected are listed in Exhibit A, Scope of Work. WSDOT shall initiate the inspections of the bridges listed in Exhibit A when each bridge is due for an inspection unless LOCAL AGENCY notifies WSDOT in writing not to inspect a bridge 60 days prior to the bridge's due date. Also included in Exhibit A are the estimated hours to complete each type of inspection on each bridge and the next anticipated dates for their inspection.

1.2 The LOCAL AGENCY does not guarantee a minimum number of bridge inspection requests, and WSDOT does not guarantee to perform any or all of the LOCAL AGENCY bridge inspection request(s). Should WSDOT decline to perform a requested bridge inspection for any reason, WSDOT shall not be liable for any costs incurred by the LOCAL AGENCY or damages incurred by any third party related to WSDOT's decision not to perform a requested bridge inspection.

1.3 WSDOT, on behalf of the LOCAL AGENCY or in conjunction with the LOCAL AGENCY, may perform bridge inspection work for the LOCAL AGENCY upon request. Bridge inspection requests for bridges not listed in Exhibit A shall be made in writing. Each request shall identify the bridge to be inspected and the type of inspection. WSDOT will respond in writing to the LOCAL AGENCY's request within fifteen (15) calendar days. WSDOT will identify the estimated time for the inspection and the estimated cost. Inspection dates will be mutually agreed upon by the Parties.

1.4 For bridge inspections where WSDOT provides the lead bridge inspector along with WSDOT equipment and an operator, WSDOT shall provide a draft bridge inspection report to

the LOCAL AGENCY's Contract Administrator listed below. WSDOT shall enter the completed inspection report data into the Bridgeworks database. The LOCAL AGENCY shall have five (5) business days to review and comment upon the draft bridge inspection report prior to a final bridge inspection report being prepared by WSDOT. The final bridge inspection report shall be prepared within ten (10) business days after receipt of the LOCAL AGENCY's comments, if any. Business days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050 and any Party's furlough days.

WSDOT agrees that the LOCAL AGENCY may use its own certified lead bridge inspector to work with WSDOT's equipment and operator. Should the LOCAL AGENCY choose to provide its own certified lead bridge inspector, the LOCAL AGENCY shall be solely responsible for preparing its own bridge report.

Contract Administrator: Steve Croci
Title: Director of Operations
Email address and phone number: steve@cityofcashmere.org, (509) 782-3513
Mailing address: 101 Woodring Street
Cashmere, WA 98815-1034

1.5 Traffic control, if needed, will be provided by the LOCAL AGENCY at its sole cost. Traffic control costs are not included in the WSDOT cost rates.

1.6 Term: This Agreement shall remain in effect for ten (10) years from the date of execution, at which time this Agreement shall automatically terminate, unless extended by written amendment according to the conditions in Section 3, Amendment, below.

2. BILLING AND PAYMENT

2.1 The LOCAL AGENCY agrees to reimburse WSDOT for actual direct and related indirect costs to perform the bridge inspection work as requested by the LOCAL AGENCY at the then current WSDOT cost rate. Upon completion of the work, WSDOT shall submit a detailed invoice, identifying the bridge(s) inspected, the inspection hours worked, the type of inspection, the rates to be applied, and the total amount due.

2.2 WSDOT's current billing rates are shown in Exhibit B, Cost Rates. It is anticipated that these rates will increase over the life of the Agreement, and the LOCAL AGENCY acknowledges and agrees that WSDOT shall bill its current rates at the time the bridge inspection work is performed.

2.3 The WSDOT may submit invoices at any time, but not more frequently than once per month. WSDOT shall send appropriately documented invoices for work completed to the following address:

Local Agency: City of Cashmere
Attention: Steve Croci
Address: 101 Woodring Street
City, State, Zip: Cashmere, WA 98815-1034

2.4 The LOCAL AGENCY agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the "Due Date"). In the event the LOCAL AGENCY fails to make payment by the Due Date, the LOCAL AGENCY will pay WSDOT interest on outstanding balances at the

rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

If the LOCAL AGENCY objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the LOCAL AGENCY shall make every effort to settle the disputed portion, and if necessary utilize dispute resolution provided for in Section 7. No interest shall be due on any portion of an invoice the LOCAL AGENCY is determined not to owe following settlement between the Parties or completion of dispute resolution process.

The LOCAL AGENCY shall remit all payments to the following address:

Washington State Department of Transportation
CASHIER
P.O. BOX 47305
OLYMPIA, WA 98504-7305

3. AMENDMENT

3.1 The Parties may mutually amend this Agreement at any time. The amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party, prior to performing any of the bridge inspection work that would be covered by the amendment.

4. TERMINATION

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, including all non-cancellable obligations.

5. LEGAL RELATIONS

5.1 WSDOT's relation to the LOCAL AGENCY shall be at all times as an independent contractor. Further, WSDOT shall perform the work as provided under this Agreement solely for the benefit of the LOCAL AGENCY and not for any third party.

6. INDEMNIFICATION

6.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents.

6.2 The terms of this Section shall survive termination of this Agreement.

7. DISPUTE RESOLUTION

7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to Section 7.1D. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the representatives cannot resolve the dispute or issue, the LOCAL AGENCY, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the LOCAL AGENCY and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the LOCAL AGENCY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

8. VENUE AND ATTORNEYS FEES

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.

9. RIGHT OF ENTRY

9.1 The LOCAL AGENCY hereby grants to the WSDOT a right of entry upon all land in which the LOCAL AGENCY has interest, within or adjacent to the right of way of the bridge to be inspected for the purpose of accomplishing the work described in this Agreement. Such right of entry shall commence upon execution of this Agreement and shall continue until termination of this Agreement under any applicable provision.

10. SEVERABILITY

10.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

City of Cashmere

Signature Date

Signature Date

Evan M. Grimm
Printed Name

Print Name

Bridge Preservation Engineer
Title

Title

Approved as to Form by:

Mark F. Schumock 5/12/2021
Signature Date

Mark F. Schumock
Assistant Attorney General

Exhibit B
Cost Rates Bridge Inspection Estimated Hourly Rate

| Type of Inspection | Estimated Hourly Labor Rates | Estimated Hourly OT Labor Rates | Estimated Hourly Equipment Rates |
|--|------------------------------|---------------------------------|-----------------------------------|
| 2 MAN UBIT INSPECTION | | | |
| 1 Bucket Operator & 1 UBIT Driver | \$ 141.58 | \$ 184.98 | \$ 77.14 |
| Excludes Lead Inspector | | | |
| <i>BE3-BE3</i> | | | |
| 3 MAN UBIT INSPECTION | | | |
| 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver | \$ 225.99 | \$ 296.49 | \$ 77.14 |
| <i>BE3-BE3-BE5</i> | | | |
| ROUTINE/SAFETY INSPECTION | | | |
| 1 Lead Inspector & 1 Co-Inspector | \$ 155.20 | \$ 204.00 | \$ 4.20 |
| <i>BE5-BE3</i> | | | |
| DECK/TUNNEL/FERRY TERMINALS | | | |
| 1 Lead Inspector & 1 Co-Inspector | \$ 168.82 | \$ 223.02 | \$ 10.93 |
| <i>BE5-BE5</i> | | | |
| UNDERWATER BRIDGE INSPECTION | | | |
| 3 Man Dive Team | \$ 253.23 | \$ 334.53 | \$ 20.81 |
| <i>BE5-BE5-BE5</i> | | | |
| UNDERWATER BRIDGE INSPECTION | | | |
| 4 Man Dive Team | \$ 337.64 | \$ 446.04 | \$ 20.81 |
| <i>BE5-BE5-BE5-BE5</i> | | | |
| Title: Hourly Labor Rates 9/1/21 | | Estimated Hourly Rate: | Estimated O/T Hourly Rate: |
| Bridge Engineer 3 - Range 64 | \$ 70.79 | \$ 92.49 | |
| Bridge Engineer 4 - Range 68 | \$ 77.25 | \$ 101.62 | |
| Bridge Engineer 5 - Range 72 | \$ 84.41 | \$ 111.51 | |
| Bridge Engineer 6 - Range 76 | \$ 92.26 | \$ 122.33 | |
| Inspection Vehicles: Rates Assumed 7/1/21 | | | |
| Ford | E350 4x4 Van | \$ 4.20 | |
| Ford | F250 | \$ 5.69 | |
| Ford | Econoline Van E350 | \$ 4.20 | |
| Ford | F450 | \$ 9.60 | |
| 2019 Munson | 26 FT Dive Aluminum | \$ 11.21 | |
| Boat W/Trl & Trailer Tandem Shell | Boat W/Trl | \$ 1.33 | |
| Inernational | UBIT 62 Foot | \$ 72.94 | |
| Notes: | | | |
| Actual Labor Rates will be charged | | | |
| Fiscal Year 2021 Federal Indirect Cost Rate of 12.98% will be added to Invoices | | | |
| Hourly Rates Do Not Include Traffic Control | | | |

**Exhibit "B" Cost Rates
Bridge Inspection Estimated Hourly Rate**

| County | Seasonal Lodging Rates | Total Daily Rate Meals & Lodging Without Tax |
|---------------------|-------------------------------|---|
| Adams County | | \$ 155.00 |
| Asotin County | | \$ 155.00 |
| Benton County | | \$ 174.00 |
| Chelan County | | \$ 155.00 |
| Clallam County | 7/1 - 8/31 | \$ 235.00 |
| | 9/1 - 6/30 | \$ 178.00 |
| Clark County | 6/1 - 10/31 | \$ 256.00 |
| | 11/1 - 5/31 | \$ 226.00 |
| Columbia County | | \$ 155.00 |
| Cowlitz County | 6/1 - 10/31 | \$ 256.00 |
| | 11/1 - 5/31 | \$ 226.00 |
| Douglas County | | \$ 155.00 |
| Ferry County | | \$ 155.00 |
| Franklin County | | \$ 174.00 |
| Garfield County | | \$ 155.00 |
| Grant County | | \$ 155.00 |
| Grays Harbor County | 7/1 - 8/31 | \$ 211.00 |
| Grays Harbor County | 9/1 - 6/30 | \$ 185.00 |
| Island County | | \$ 155.00 |
| Jefferson County | 7/1 - 8/31 | \$ 235.00 |
| | 9/1 - 6/30 | \$ 178.00 |
| King County | 5/1 - 10/31 | \$ 311.00 |
| | 11/1 - 4/30 | \$ 255.00 |
| Kitsap County | | \$ 155.00 |
| Kittitas County | | \$ 155.00 |
| Klickitat County | | \$ 155.00 |
| Lewis County | | \$ 155.00 |
| Lincoln County | | \$ 155.00 |
| Mason County | | \$ 155.00 |
| Okanogan County | | \$ 155.00 |
| Pacific County | | \$ 155.00 |
| Pend Oreille County | | \$ 155.00 |
| Pierce County | | \$ 195.00 |
| San Juan County | | \$ 155.00 |
| Skagit County | | \$ 155.00 |
| Skamania County | 6/1 - 10/31 | \$ 256.00 |
| | 11/1 - 5/31 | \$ 226.00 |
| Snohomish County | 6/1 - 8/31 | \$ 213.00 |
| | 9/1 - 5/31 | \$ 190.00 |
| Spokane County | | \$ 184.00 |
| Stevens County | | \$ 155.00 |
| Thurston County | 9/1 - 10/31 | \$ 186.00 |
| | 11/1 - 8/31 | \$ 207.00 |
| Wahkiakum County | | \$ 155.00 |
| Walla Walla County | | \$ 155.00 |
| Whatcom County | | \$ 155.00 |
| Whitman County | | \$ 155.00 |
| Yakima County | | \$ 155.00 |

Fiscal Year 2021 Federal Indirect Cost Rate of 12.98% will be added to Invoices

Staff Summary

Date: 12/8/21
To: City Council
From: Steve Croci, Director of Operations
RE: Selland Construction – Change Order Sullivan Street

The City contracted Selland Construction to replace the water and sewer lines and repave the road. Unknown or unanticipated conditions were encountered. The additional work was approved in the field to keep the project moving forward. This change order covers all the additional work Selland Construction completed. The total amount is \$53,097.73.

Staff Recommendation:

MOVE to approve change order for the Sullivan Street Project and authorize the Mayor to sign documents.



CONTRACT CHANGE ORDER

| | | | | |
|---|--|---|----------------------------|----------------|
| PROJECT NAME | | Sullivan Street Water and Sewer Replacement | | |
| OWNER | | City of Cashmere | Project # 1-20 | |
| CONTRACTOR | | Selland Construction, Inc. | CHANGE ORDER NUMBER | 1 |
| ORIGINAL CONTRACT DOLLAR AMOUNT (Before Tax) AND TIME | | | \$506,246.00 | 70 days |
| PRIOR CHANGE ORDER AMOUNTS | | | \$0 | -0- |
| CONTRACT AMOUNT AND TIME PRIOR TO THIS CHANGE ORDER | | | \$506,246.00 | 70 days |
| THE CHANGES DESCRIBED BELOW BECOME A PART OF THE CONTRACT ONLY UPON SIGNATURES OF BOTH THE CONTRACTOR AND OWNER. ALL OTHER TERMS OF THE CONTRACT REMAIN UNCHANGED. | | | | |
| | | Background Material | Dollars | Time |
| 1 | 6" Sewer Lateral/ Storm in the way. | See Attached | \$2,769.62 | 0 days |
| 2 | Repaired broken 4" Watermain | | \$5,077.92 | |
| 3 | Leaking joint on old 4" main/ City packed joint w Lead | | \$2,752.99 | |
| 4 | Deflected 8" watermain under storm | | \$7,930.56 | |
| 5 | Went to make connection in Yakima & pipe did not exist | | \$4,176.62 | |
| 6 | Valve leaking on existing main (Yakima & Sullivan) | | \$3,667.22 | |
| 7 | Deflected under storm with Hydrant Run | | \$3,045.44 | |
| 8 | Repaired existing leaking water service & backfill | | \$2,026.57 | |
| 9 | Repaired 1" services- qty 2 off old main in Pioneer | | \$909.16 | |
| 10 | Installed new cleanout covers and removed cracked | | \$3,733.80 | |
| 11 | Subgrade elevation 98-100 | | \$5,841.95 | |
| 12 | Subgrade elevation – Export Material 98-100 | | \$11,165.89 | |
| NET CHANGE TO DOLLAR AMOUNT AND TIME | | | \$53,097.74 | 0 days |
| REVISED CONTRACT DOLLAR AMOUNT (Before Taxes) AND TIME | | | \$559,343.74 | 70 days |
| REVISED TAX AMOUNT (8.6%) | | | \$45,883.33 | |
| SIGNATURES | | | | |
| THE PARTIES TO THIS CONTRACT AGREE TO THE TECHNICAL CHANGES, THE CHANGES IN CONTRACT DOLLAR AMOUNT AND THE CHANGES IN CONTRACT TIME INDICATED ABOVE. | | | | |
| Recommended by Engineer: | | _____ | | |
| | | PACE Engineers | | Date |
| Agreed To by Contractor: | | _____ | | |
| | | Mike Beem Selland Construction | | Date |
| Approved by Owner: | | _____ | | |
| | | City of Cashmere | | Date |

Staff Summary

Date: 11/1/2021

To: City Council

From: Jim Fletcher, Mayor

RE: Addendums to both Regional Port Authority Interlocal Agreements

The proposed addendums are for the two Interlocal Agreements with the Regional Port Authority. The addendums extend the term of the two grant projects to the end of 2022.

The Interlocal Agreement granting \$15,000 is a matching grant for engineering to extend water and wastewater service to the Railroad Ave. property. Construction of the Railroad Ave. utility project is included in the 2022 Capital Budget.

The Interlocal Agreement for granting \$20,000 is a matching grant to create a plan for the East Cashmere property aka old wastewater lagoons. Planning for the East Cashmere Property is included in the general fund budget as planning Consultant.

Staff Recommendation:

Move to approve Addendum No 1 for the remaining balance of interlocal agreement with Port Authority on award of \$15,000. Authorizing Mayor to sign.

Move to approve Addendum No 1 to interlocal agreement with Port Authority on award of \$20,000. Authorizing Mayor to sign.

**ADDENDUM NO. 1 TO INTERLOCAL AGREEMENT
("Agreement Addendum No. 1")**

This Agreement Addendum No. 1 is entered into this date, by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation, hereafter referred to as "Regional Port Authority," and CITY OF CASHMERE, a Washington municipal corporation, sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

- A. The parties entered into an Agreement on May 18, 2020 as the City of Cashmere and the Chelan Douglas Regional Port Authority. The Regional Port Authority awarded \$15,000 to design and engineer an extension of the City's water and wastewater utility service to the City owned industrial property on Railroad Avenue. The term of the agreement expired on December 31, 2020.
- B. A letter written by Ron Cridlebaugh, Director of Economic & Business Development, dated December 31, 2020 extended the grant agreement until December 31, 2021 due to economic disruption associated with COVID-19.
- C. During 2021, \$2,417.75 was paid out of the \$15,000 original agreement, resulting in \$12,582.25 remaining.
- D. The parties desire to extend the term of the agreement for one additional year. The revised term of the agreement would end on December 31, 2022.

Now therefore, in light of the foregoing Recitals, which are incorporated herein by this reference, and the mutual terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

- 1. **TERMS.** The Regional Port Authority agrees to pay the City of Cashmere a total sum not to exceed \$12,582.25 for the services provided during the remaining Term.
- 2. **RATIFICATION OF AGREEMENT.** Except as modified herein, the Agreement is hereby ratified by the Parties and shall remain in full force and effect.

Dated: _____

Dated: _____

Chelan Douglas Regional Port Authority

City of Cashmere

By: _____
JAMES KUNTZ, Chief Executive Officer

By: _____
JIM FLETCHER, Mayor

**ADDENDUM NO. 1 TO INTERLOCAL AGREEMENT
("Agreement Addendum No. 1")**

This Agreement Addendum No. 1 is entered into this date, by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation, hereafter referred to as "Regional Port Authority," and CITY OF CASHMERE, a Washington municipal corporation, sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

- A. The parties entered into an Agreement on May 18, 2020 as the City of Cashmere and the Chelan Douglas Regional Port Authority to create an economic development plan for the former wastewater lagoons within the City of Cashmere. The term of the agreement expired on December 31, 2020.
- B. A letter written by Ron Cridlebaugh, Director of Economic & Business Development, dated December 31, 2020 extended the grant agreement until December 31, 2021 due to economic disruption associated with COVID-19.
- C. As of November 1, 2021, the entire award of \$20,000 remains from the original agreement.
- D. The parties desire to extend the term of the agreement for one additional year. The revised term of the agreement would end on December 31, 2022.

Now therefore, in light of the foregoing Recitals, which are incorporated herein by this reference, and the mutual terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

- 1. **TERMS.** The Regional Port Authority agrees to pay the City of Cashmere a total sum not to exceed \$20,000 for the services provided during the remaining Term.
- 2. **RATIFICATION OF AGREEMENT.** Except as modified herein, the Agreement is hereby ratified by the Parties and shall remain in full force and effect.

Dated: _____

Dated: _____

Chelan Douglas Regional Port Authority

City of Cashmere

By: _____
JAMES KUNTZ, Chief Executive Officer

By: _____
JIM FLETCHER, Mayor

Staff Summary

Date: 12/13/2021
To: City Council
From: Kay Jones, Clerk-Treasurer
RE: Termination of agreement with Housing Authority regarding low-income housing funds

Attached is the letter the Chelan County Board of Commissioners sent in November, terminating the Interlocal Agreement, which administered the affordable housing funds from the recording surcharge authorized under the provisions of SHB 2060. The Interlocal Agreement terminates February 1, 2022.

The City and Housing Authority has an agreement allocating Low Income Housing Funds, which authorizes the City to pay all low-income housing funds received from Chelan County to the Housing Authority. The annual funds are approximately \$7,000, which are to be used on the River Run Apartments.

The termination of the Interlocal Agreement with Chelan County makes it necessary for the City to terminate the Low-Income Housing Agreement with the Housing Authority effective February 1, 2022. With a final payment of any surcharge funds received from the County.

NOTE: Funds from Chelan County are separate from the SHB 1406 funds authorized in 2019 for a rebate of funds from State Sale tax to be used to support affordable housing and are also passed on to the Housing Authority to be used at River Run Apartments.

Staff Recommendation:

MOVE to terminate the agreement with the Housing Authority titled Agreement Allocating Low Income Housing Funds as of February 1, 2021.



BOARD OF COMMISSIONERS
CHELAN COUNTY

STATE OF WASHINGTON
COUNTY ADMINISTRATION BUILDING
400 DOUGLAS STREET, SUITE #201
WENATCHEE, WA 98801
PHONE (509) 667-6215 FAX (509) 667-6599

CATHY MULHALL
County Administrator
cathy.mulhall@co.chelan.wa.us

CARLYE BAITY
Clerk of the Board
carlye.baity@co.chelan.wa.us

November 1, 2021


Dear Mayor Fletcher,

This letter serves as formal notification that on November 1st, 2021 the Board of Chelan County Commissioners unanimously voted to terminate that certain interlocal agreement entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN CHELAN COUNTY AND THE CITIES OF CASHMERE, CHELAN, ENTIAT, LEAVENWORTH AND WENATCHEE FOR THE PURPOSE OF ADMINISTERING THE AFFORDABLE HOUSING FOR ALL SURCHARGE PURSUANT TO RCW 36.22.178". The referenced interlocal agreement became effective July 1, 2010.

In accordance with the terms of the referenced interlocal agreement, this interlocal agreement will terminate on February 1st, 2022 with a final payment of funds prorated for 1 month.

Sincerely:


Board of Chelan County Commissioners



Bob Bugert, Chairman



Kevin Overbay, Commissioner



Tiffany Gering, Commissioner

Staff Summary

Date: 12/8/21
To: City Council
From: Steve Croci, Director of Operations
RE: TIB Grant – Sunset Highway Project

Washington State Transportation Improvement Board (TIB) awarded the City a \$125,000 grant to make improvements to Sunset Highway from the Port District's property to City limits. The City is coordinating with Chelan County for improvements all the way to the new West Cashmere Bridge. The City is funding Chelan County to provide designs and engineering services. Construction is to occur in 2023.

Sunset Hwy Project Estimated Costs

| | |
|---------------|-------------|
| Design: | \$200,000 |
| Construction: | \$1,200,000 |
| Total: | \$1,400,000 |

Chelan Douglas Transportation Council Grant: \$919,834

TIB Grant: \$125,000

Estimated City Obligation: \$355,166

Staff Recommendation:

MOVE to accept the TIB Grant funds for the Sunset Highway City Limits to Mill Site Project and to authorize the Mayor to execute all documents necessary to commit the City to the TIB Grant for the Project.

City of Cashmere
6-E-847(109)-1
Sunset Highway
City Limits to Mill Site

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Cashmere
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Sunset Highway, City Limits to Mill Site (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Cashmere, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 9.7155 percent of approved eligible project costs up to the amount of \$125,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board

Project Funding Status Form

Agency Name: **CASHMERE**
Project Name: **Sunset Highway**
City Limits to Mill Site

TIB Project Number: **6-E-847(109)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

| Target Dates | | |
|-----------------------|--------------------|---------------------|
| Construction Approval | Contract Bid Award | Contract Completion |
| | | |

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

| Funding Partners | Amount | Revised Funding |
|---------------------------------------|------------------|-----------------|
| CASHMERE | 241,769 | |
| WSDOT | 0 | |
| Chelan Douglas Transportation Council | 919,834 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL LOCAL FUNDS | 1,161,603 | |

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title