



CASHMERE CITY COUNCIL MEETING
MONDAY, MARCH 25, 2024, 6:00 P.M., CITY HALL

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

PROCLAMATION

- Proclaiming April 26, 2024, as Arbor Day in the City of Cashmere

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of February 26, 2024, Regular Council Meeting
2. March 11, 2024, Council Meeting Canceled
3. Payroll and Claims Packet Dated March 11, 2024
4. Payroll and Claims Packet Dated March 25, 2024
5. Affirm the Mayor's appointment of Steve Vradenburg as the city's representative to the Housing Authority Board of Commissioners

BUSINESS ITEMS

1. Link CEO Nick Covey – Update on Link Transportation
2. Interagency Agreement for 2023-2025 Climate Planning Grant from Department of Commerce
3. Change Order Request for SCADA Programming at Remote Sites
4. Emergency Generator – Request for increase in funding to cover the change in project costs
5. Express Employment Staffing Rate Agreement for General Laborer for temporary employees
6. Discussion on NCW Library in Riverside Center

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 FEBRUARY 26, 2024, AT CASHMERE CITY HALL – In-Person and Digital

OPENING

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

The 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:	John Perry Chris Carlson Shela Pistorosi Jayne Stephenson Jeff Johnson	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations Tammy Miller, Permit Specialist	
Planning Commission:	Zak Steigmeyer, Chair Laura Redden	

ANNOUNCEMENTS

Mayor Fletcher announced there is a vacancy on the Airport Board that Derrick Pratt previously filled. The mayor asked if any of the council members were interested in sitting on the Airport Board to represent the city.

PUBLIC COMMENTS

No comments from the public.

APPROVAL OF AGENDA

MOVED by Councilor Perry and seconded by Carlson to approve the agenda as presented. Motion carried unanimously.

CONSENT AGENDA

Minutes of February 12, 2024, Regular Council Meeting
Payroll and Claims Packet Dated February 26, 2024

Claims Direct Pay and Check #43259 through #43273 totaling \$28,526.68

Affirm appointment of Erin Smart to the Planning Commission

MOVED by Councilor Perry and seconded by Councilor Stephenson to approve the items on the Consent Agenda. Motion carried unanimously.

PUBLIC HEARING ON REQUEST OF VACATION OF PORTIONS OF SPRING STREET BY KENNEDY AND SMITH

Mayor Fletcher opened the public hearing at 6:04 pm to receive comments from the public regarding petitions to vacate unimproved portions of Spring Street. Albert Kennedy petitioned the City Council to vacate a portion of Spring Street and Blaine and Jacqueline Smith petitioned the City Council to vacate a portion of Spring Street.

Al Kennedy spoke in favor of vacating unimproved portions of Spring Street. The platted Spring Street runs straight into his property and ends, connecting to another street is not possible without the city purchasing additional property.

Blaine Smith spoke in favor of vacating unimproved portions of Spring Street. The platted Spring Street runs through his property and renders a parcel of his property unusable. Spring Street was platted on a hillside and goes nowhere, making it unlikely it will ever be improved and used as a Street.

With no other comments from the public the public hearing was closed at 6:06 pm.

JOINT PLANNING COMMISSION AND CITY COUNCIL MEETING

The City Council and Planning Commission members discussed work items for 2024. A couple of items the Planning Commission will be looking at are expanding the UGA and looking at the code to make sure it does not limit potential business growth.

The State is developing regulations that will allow Accessory Dwelling Units (ADU's) in residential zones. When the state finalizes the regulations the Planning Commission will be revising the code to meet the State regulations.

ORDINANCE NO. 1324 VACATING UNIMPROVED PORTIONS OF SPRING STREET (KENNEDY)

ORDINANCE NO. 1325 VACATING UNIMPROVED PORTIONS OF SPRING STREET (SMITH)

Councilor Perry voiced his concern stating that he does not believe vacating portions of Spring Street is in the best interest of the city as the ordinance states. He believes it's in the best interest of the petitioners. Especially when the city just paid \$5 a square foot to purchase right-of-way on Sunset Highway and we are selling property for \$.079 per square foot for vacating this property.

Permit Specialist Tammy Miller explained that the city code outlines the formula to use for determining the value when vacating property. The city code would need to be amended and the formula revised to increase the value of the property for vacation.

MOVED by Councilor Carlson and seconded by Councilor Pistoresi to adopt Ordinance No. 1324 and Ordinance No. 1325 vacating unimproved portions of Spring Street. Motion carried with four in favor and Councilor Perry voting no.

ORDINANCE NO. 1326 AMEND AND UPDATE OFF-STREET PARKING STANDARDS AND REGULATIONS

The Planning Commission was asked to review, consider, and make recommendations to the City Council to approve, approve in part, or deny adoption of the proposed Off-Street Parking code amendments. The proposed amendments to Cashmere Municipal Code Chapter 17.54 Off-Street Parking relate to the application, space requirements, and standards.

All the required procedures have been met and the ordinance is ready for council action.

MOVED by Councilor Carlson and seconded by Councilor Perry to adopt Ordinance No. 1326 amending and updating off-street parking standards and regulations. Motion carried unanimously.

RESOLUTION NO. 03-2024 AMENDING WATER RATES

The proposed resolution amending water rates was drafted for three years with a 7% increase starting March 1st, 2024, and a 7% increase on January 1, 2025, and January 1, 2026.

Councilor Perry voiced his concern that the proposed increases would not be adequate to keep up with inflation and capital improvements needed for the water department. Perry proposed a 10% increase for the three years. Councilor Carlson agreed with the proposed 10% increases.

Other council members were not comfortable with increases that high. The resolution can be reviewed annually and adjusted if needed.

MOVED by Councilor Pistoresi and seconded by Councilor Johnson to approve Resolution No. 03-2024 amending water rates. Motion carried Motion carried with three in favor and Councilor Perry and Carlson voting no.

RESOLUTION NO. 04-2024 AMENDING WASTEWATER RATES

The proposed resolution amending wastewater rates was drafted for three years with a 1% increase starting March 1, 2024, and a 3% increase on January 1, 2025, and January 1, 2026.

Councilor Perry voiced his concern that the proposed increases would not be adequate to keep up with inflation and capital improvements needed for the wastewater department. Perry proposed a 5% increase for the three years. Councilor Carlson agreed with the proposed 10% increases.

Other council members were not comfortable with increases that high. The city's wastewater rate is already higher than surrounding areas. The resolution can be reviewed annually and adjusted if needed.

MOVED by Councilor Stephenson and seconded by Councilor Johnson to approve Resolution No. 04-2024 amending wastewater rates. Motion carried Motion carried with three in favor and Councilor Perry and Carlson voting no.

REPORTS

Dorien McElroy, Project Manager for the water and wastewater departments reported on the following:
Bio Solids report and Water Facilities Inventory report
NPDS permit is up for renewal and renewal for the Lab Accreditation
SCADA Upgrade project

Director Croci reported that the Public Works crew is working on spring maintenance such as:
Trees, potholes, weeds, and getting the bathrooms ready to open.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:29 PM.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer



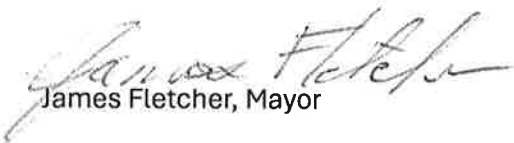
City of Cashmere

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

Alicia McRae, Executive Director
Housing Authority of Chelan County & the City of Wenatchee
1555 S. Methow St
Wenatchee, WA 98801-9417

March 27, 2024

The Cashmere City Council has confirmed the appointment of Steve Vradenburg as the City's representative to the Housing Authority Board of Commissioners in Position #4. His appointment is to replace Bill Dronen who is retiring from the Board of Directors on April 30, 2024, after fourteen years of service to the community and Housing Authority Board.


James Fletcher, Mayor

Cc: Copy of Council minutes March 25, 2024

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton Proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska,

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees are a source of joy and spiritual renewal, and

WHEREAS, Cashmere has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, James Fletcher, Mayor of the City of Cashmere, do hereby proclaim April 26, 2024, as,

ARBOR DAY

in the City of Cashmere, and I urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED this 25th day of March 2024

Mayor James Fletcher

Staff Summary

Date: 3/20/2024
To: City Council
From: Director of Operation – Steve Croci
RE: Climate Planning Grant

New goals of the Growth Management Act require that climate change and resiliency elements be incorporated into the city's next land use comprehensive plan, which is due to be updated by the end of 2026. Washington Department of Commerce is providing up to \$100,000 to incorporate these elements. For the 2024-2025 state budget biennium the city is requesting \$35,000 to address three of the seven deliverables.

Staff Recommendation:

MOVE to accept grant funding from the Department of Commerce for climate planning and allow the mayor to sign documents.



Interagency Agreement with

City of Cashmere

through

Growth Management Services

Contract Number:

24-63610-109

For

2023-2025 Climate Planning Grant

Dated: Date of Execution



Table of Contents

TABLE OF CONTENTS	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS	5
1. AUTHORITY.....	5
2. CONTRACT MANAGEMENT.....	5
3. COMPENSATION.....	5
4. BILLING PROCEDURES AND PAYMENT.....	5
5. SUBCONTRACTOR DATA COLLECTION.....	6
6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING.....	6
7. INSURANCE.....	7
8. FRAUD AND OTHER LOSS REPORTING.....	7
9. ORDER OF PRECEDENCE.....	7
GENERAL TERMS AND CONDITIONS	8
1. DEFINITIONS.....	8
2. ALL WRITINGS CONTAINED HEREIN.....	8
3. AMENDMENTS.....	8
4. ASSIGNMENT.....	8
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION.....	8
6. COPYRIGHT.....	9
7. DISPUTES.....	9
8. GOVERNING LAW AND VENUE.....	10
9. INDEMNIFICATION.....	10
10. LICENSING, ACCREDITATION AND REGISTRATION.....	10
11. RECAPTURE.....	10
12. RECORDS MAINTENANCE.....	10
13. SAVINGS.....	10
14. SEVERABILITY.....	10
15. SUBCONTRACTING.....	11
16. SURVIVAL.....	11
17. TERMINATION FOR CAUSE.....	11
18. TERMINATION FOR CONVENIENCE.....	11
19. TERMINATION PROCEDURES.....	11
20. TREATMENT OF ASSETS.....	12
21. WAIVER.....	13
ATTACHMENT A: SCOPE OF WORK	14
ATTACHMENT B: BUDGET	16



Face Sheet

Contract Number: 24-63610-109

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Cashmere 101 Woodring St Cashmere, WA 98815		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Steve Croci Director of Operations 509-782-3513 FAX: 509-782-2840 steve@cityofcashmere.org		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$35,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0013174-00	12. UBI # 041-000-329
13. UEI # N/A			
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
Signature Block on next page			



FOR CONTRACTOR

James Fletcher, Mayor
City of Cashmere

Date

Julie Norton, City Attorney

Date

Kay Jones, City Clerk

Date

FOR COMMERCE

Mark K. Barkley, Assistant Director
Local Government Division

Date

**APPROVED AS TO FORM ONLY
BY ASSISTANT ATTORNEY GENERAL
APPROVAL ON FILE**



Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **thirty five thousand dollars \$35,000**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-109. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.



Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

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

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.



The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. **FRAUD AND OTHER LOSS REPORTING**

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

9. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall 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 contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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



15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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



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

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

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

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



Attachment A: Scope of Work

Scope of Work for Climate Resilience Sub-element		
Climate Guidance (Section Steps, Tasks and Deliverables)	Description	End Date
Section 2	Initialize Project	10/2024 – 01/2025
Task 2.1	Form Climate Policy Advisory Team	
Task 2.2	Establish engagement strategy that supports environmental justice	
Deliverable 1	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	01/15/2025
Section 3, Step 1	Explore Climate Impacts	10/2024 – 02/2025
Task 1.1	Identify community assets	
Task 1.2	Explore hazards and changes in the climate	
Task 1.3	Pair assets and hazards and describe exposure and consequences	
Task 1.4	Identify priority climate hazards	
Deliverable 2	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	02/15/2025
Section 3, Step 2	Audit Plans & Policies	2/2025 – 4/2025
Task 2.1	Review existing plans for climate gaps and opportunities	
Task 2.2	Determine next step	
Deliverable 3	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	4/15/2025
Section 3, Step 3	Assess Vulnerability & Risk	04/2025 – 08/2025
Task 3.1	Assess sensitivity	
Task 3.2	Assess adaptive capacity	
Task 3.3	Characterize vulnerability	





Climate Guidance (Section Steps, Tasks and Deliverables)	Description	End Date
Task 3.4	Characterize risk	
Task 3.5	Meet with partners, stakeholders and decision makers to decide course of action	
Deliverable 4	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	08/15/2025
Section 3, Step 4	Pursue Pathways	08/2025 – 10/2025
Task 4.1	Develop goals	
Task 4.2	Develop policies	
Task 4.3	Identify policy co-benefits	
Deliverable 5	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	10/15/2025
Section 3, Step 5	Integrate Goals & Policies	08/2024 – 03/2025
Task 5.1	Review and finalize resilience goals and policies	
Task 5.2	Consult with partners, stakeholders and decision makers	
Final Deliverables Deliverable 6	Adopt climate resilience goals and policies by ordinance, or adopt updated FEMA Hazard Mitigation Plan by reference.	02/15/2026
Deliverable 7	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	03/15/2026



Attachment B: Budget

Deliverable	Commerce Funds
#1 Initialize Project	\$15,000
#2 Explore Climate Impacts	\$10,000
#3 Comprehensive Plans and Policy Audit	\$10,000
Contact Total:	\$35,000

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	 3/6/2024 7:40 AM PST
GMS Managing Director	Dave Andersen	 3/6/2024 8:51 AM PST
Deputy Assistant Director – LGD	Tony Hanson	

Certificate Of Completion

Envelope Id: 50565974DD03429184C31F99493D5080
Subject: Complete with DocuSign: Cashmere Climate Planning
Division:
Local Government
Program: Climate
ContractNumber: 24-63610-109
DocumentType: Contract
Source Envelope:
Document Pages: 17
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
Ashley Murphy
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
ashley.murphy@commerce.wa.gov
IP Address: 147.55.134.44

Record Tracking

Status: Original
2/27/2024 1:48:30 PM
Holder: Ashley Murphy
ashley.murphy@commerce.wa.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Washington State Department of Commerce
Location: DocuSign

Signer Events

Corina Campbell
corina.campbell@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 198.238.6.190

Timestamp

Sent: 2/27/2024 1:53:41 PM
Viewed: 3/6/2024 7:40:12 AM
Signed: 3/6/2024 7:40:19 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dave Andersen
dave.andersen@commerce.wa.gov
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 198.238.6.133

Sent: 3/6/2024 7:40:21 AM
Viewed: 3/6/2024 8:51:09 AM
Signed: 3/6/2024 8:51:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Julie Norton
jnorton@omwlaw.com
Security Level: Email, Account Authentication
(None)

Sent: 3/6/2024 8:51:17 AM

Electronic Record and Signature Disclosure:
Accepted: 4/21/2023 6:05:07 PM
ID: 4bfa133a-0b5c-4fcf-a04e-19348ff0d6bc

James Fletcher
mayor@cityofcashmere.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Kay Jones kay@cityofcashmere.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Tony Hanson tony.hanson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Mark Barkley mark.barkley@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

<p>Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 2/27/2024 1:53:41 PM</p>
<p>Kathleen Weinand kathleen.weinand@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/6/2024 8:51:18 AM</p>
<p>Steve Croci steve@cityofcashmere.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/6/2024 8:51:18 AM Viewed: 3/6/2024 9:19:04 AM</p>

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	2/27/2024 1:53:41 PM
---------------	------------------	----------------------

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Washington State Department of Commerce:

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

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

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

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

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

To request paper copies from Washington State Department of Commerce

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

To withdraw your consent with Washington State Department of Commerce

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Staff Summary

Date: 3/20/2024
To: City Council
From: Director of Operations Steve Croci
RE: W &C - SCADA Programming at Remote Sites Change Order Request

The city has an out-of-scope services agreement with Woodard and Curran to provide SCADA Programming at Remote Sites. As the project progressed things were not as originally understood. The attached document describes the need for additional work and what has been, and will be, accomplished to complete the project. The estimated additional cost is not to exceed \$ 45,568.

Original Agreement: \$68,500
Additional Work: \$45,568
Total: \$114,068

Staff Recommendation:

MOVE to approve the change order for the out-of-scope services for SCADA programming services and authorize the mayor to sign documents.

2175 North California Boulevard
Suite 315
Walnut Creek, California 94596
www.woodardcurran.com

T 800.426.4262
T 925.627.4100

Via Electronic Mail

2/26/2024



Chris McMahon
City of Cashmere - O&M

RE: SCADA Programming at Remote Sites Change Order Request
O&M

Dear Mr. McMahon:

As Woodard & Curran progressed through the project additional information came to light that was not known at the start of the project. As a result, Woodard & Curran has incurred additional costs beyond what was originally estimated for the project.

BACKGROUND

Woodard & Curran's original proposal on this project before the final RFP had been developed by RH2 and before a Contractor was brought on board to supply and install the new control panels. As a result, the information we used to base the proposal was based on initial discussions and assumptions prior to the full development of the project.

SCOPE OF SERVICES

Once Woodard & Curran was able to gain access to the existing control system and begin to investigate the specific configuration of the system and understand configuration standards that had been used to develop the existing control system, it was discovered that the graphics were developed using Aveva System Platform. However, the existing SCADA system does not have System Platform installed, which meant that the graphics were developed in a separate development environment. The objects used to develop the graphics only exist in the System Platform development environment and are not available in the InTouch environment. Therefore, the original System Platform development environment is required to develop new graphics that follow the existing standards.

After discussions with RH2 and others Woodard & Curran discovered that the original System Platform development environment resided in a Virtual Machine on the old SCADA Server that had been decommissioned. Woodard & Curran recovered that server and was able to locate the virtual machine. However, the version of software running on the old virtual machine is older than what is being used now, which required us to convert the application to the new version. Next, an updated license for System Platform had to be obtained and installed on the new SCADA server. The discovery that System Platform was needed and missing, and the recovery process was not included in the original proposal and could not have been known when the proposal was originally developed. Therefore, Woodard & Curran is requesting a change order to cover that additional expense.



During the graphic development process, it was discovered that Aveva InTouch does not support the Allen Bradley native communication protocol with the Allen Bradley Micro800 PLC. Therefore, a third-party communication interface software, Top Server, is required to establish communication between Aveva InTouch and the Micro800. It was not possible to know that this software would be required because at the time of our proposal the RH2 design had not been completed, which included the selection of the Allen Bradley Micro800.

Additionally, Woodard & Curran had originally planned for two startup windows. However, the RFP and Contractor schedule consists of four startup windows. Therefore, Woodard & Curran is requesting a change order to cover the additional time and expense associated with the additional startups.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- Remote sites will report back to the existing SCADA System.
- Communication equipment will be installed and configured by others and will be in place and functional prior to startup of each station.
- No hardware or software is included.
- Wiring will be completed prior to onsite startup of any SCADA panels.
- Woodard & Curran’s work is limited to the Scope of Services described above.

BUDGET

Description of Work	Budget
System Platform Discovery & Recovery	\$8,190
System Platform Software Licensing	\$5,040
Micro800 Incompatible with Aveva InTouch Additional Labor	\$5,040
Top Server Software License	\$2,538
Two Additional Startup Windows (32 hrs. + 4 hrs. Travel per startup)	\$20,160
Additional Travel Expenses	\$4,600
Total Fee	\$45,568

TERMS AND CONDITIONS

The above Scope of Services shall be performed according to the original project Standard Terms & Conditions.



CLOSING

We greatly appreciate this opportunity to offer our professional services. Please feel free to contact me at 442-202-7433 or ktracy@woodardcurran.com if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in black ink, appearing to read 'Kyle E. Tracy'.

Kyle E. Tracy
Senior Delivery Leader

Staff Summary

Date: 3/20/2024
To: City Council
From: Director of Operations Steve Croci
RE: Emergency generator - Request for increased funding

The city in conjunction with Chelan County received a grant award for a mobile generator and the installation of quick electrical connections to the generator at five critical water facilities. The grant award was based on 2020 cost estimates, the year when a grant application was submitted. A recently updated engineer estimate indicates costs have substantially increased. The funding agency will consider providing additional funds if the city provides an updated commitment letter indicating the city is prepared to cover the additional Non-Federal cost share. The estimated additional cost share is \$14,825.13.

	Original Cost	Additional Costs	Total Cost
Total Project Costs	\$ 225,000.00	\$ 118,601.00	\$ 343,601.00
<i>Local Match Required</i>	\$ 28,125.00	\$ 14,825.13	\$ 42,950.13

All costs are estimated.

Staff Recommendation:

MOVE to commit additional funds for the generator project and allow mayor to sign commitment letter.

March 7th, 2024

Washington State Military Department

Emergency Management Division

Mitigation and Recovery Section

Bldg. 20/ MS: TA-20

Camp Murray, WA 98430-5011

RE: Updated Funds Commitment Letter for 5320-05 City of Cashmere Mobile Generators for Critical Water Facilities

Chelan County Natural Resources Department in conjunction with The City of Cashmere received funding for the procurement and installation of one trailer-mounted, mobile generator to support critical water facilities in the Cashmere area under contract 5320-05. Additional funds have been requested to address the change in project cost that occurred between application and project award. Understanding that this funding source requires a 12.5% local match be provided, this letter confirms that the City of Cashmere commits to meeting the new full match requirement of \$42,950.13. Match will be provided in the form of cash and/or in-kind donation of staff time associated with implementation of this project. Please accept this letter as proof of funds committed by the City of Cashmere in the amount of 12.5% of the total funding request (\$343,601.00), or \$42,950.13

Please contact Hannah Pygott at the Chelan County Natural Resources Department at 509-670-9306 if you have any questions.

Sincerely,

Steve Croci, City of Cashmere Director of Operations

Task	Total Project Costs	Total Project Budget	Proposed Budgetary Changes from the Grant Agreement	New Estimated Totals per task based on Jan 2024 Quotes
1	<i>Pre-Award Costs (through grant award date)</i>	\$ 8,800.00	\$ (3,301.12)	\$ 5,498.88
2	<i>Project Management Costs, Legal Expenses, etc.</i>	\$ 21,000.00	\$ (3,662.88)	\$ 17,337.12
3	<i>Architectural, Engineering, Geotechnical, etc. (Design of Electrical Quick Connects/ upgrade requirements)</i>	\$ 13,400.00	\$ 16,257.00	\$ 29,657.00
4	<i>Project Inspection Fees (Task 4 on attached budget)</i>	\$ 2,160.00	\$ 6,844.00	\$ 9,004.00
5	<i>Construction (Electrical upgrades/ Installation)</i>	\$ 64,500.00	\$ 95,500.00	\$ 160,000.00
6	<i>Equipment (trackable assets costing \$5,000 or more)</i>	\$ 115,000.00	\$ 6,964.00	\$ 121,964.00
7	<i>Miscellaneous (Personnel, Fringe Benefits, Travel, Supplies, etc.)</i>	\$ 140.00	\$ -	\$ 140.00
Total Project Costs		\$ 225,000.00	\$ 118,601.00	\$ 343,601.00
<i>Local Match Required</i>		\$ 28,125.00	\$ 14,825.13	\$ 42,950.13

Staff Summary

Date: 3/20/2024

To: City Council

From: Director of Operations Steve Croci

RE: Express Employment Professionals Staffing & Rate Agreement

One of the sand filters at the water treatment plant needs to be cleaned. Previously the city utilized an agreement with Express Employment Professionals to provide temporary laborers and the city would like to do that again. Approximately ten laborers are needed for approximately ten days at a rate of \$30.84 per hour. Supervision is provided by Woodard and Curran. The cost for this action is not to exceed \$12,336. Attached is an updated Express Employment Professionals agreement and rate sheet.

Staff Recommendation:

MOVE to approve the agreement and rate sheet with Express Employment Professionals and allow the Mayor to sign documents.



Staffing Rate Agreement

Rate Information for City of Cashmere

<u>JOB TITLE</u>	<u>HOURLY BILL RATE</u>
General Laborer	\$30.84

Rate Details:

This Bill Rate is based on an hourly wage of \$20.00 and is specific to the discussed position. It's linked to worker's compensation code 7113.

Client Bill Rate Inclusions:

The client bill rate includes Express Employment Professionals absorption of the following expenses:

- Advertising, ISO Certified Interview Process, General Liability Insurance.
- Employment Verification, Skills Testing, Weekly Associate Pay.
- Employee Bonding, Worker's Compensation Insurance*, Weekly Invoicing.
- Recruiting and Screening, Payroll Burden Costs.

Note: *Any government or collective bargaining increases in wages or payroll costs will be reimbursed by the client at cost.

Hiring Terms:

The provided quote is valid for flexible and evaluation/hire assignments. If you wish to hire an associate onto your payroll directly, a contract buyout is necessary. For a buyout, the associate must be on Express' payroll for the first 720 hours. The buyout amount is calculated as the total fee (gross margin per hour times 720 hours) minus the total amount already paid (gross margin per hour times hours worked). After 720 hours, no buyout is necessary.

Timecard and Payment Terms:

The client agrees to the terms and conditions on the back of Express Employment Professionals' timecards and/or group timesheets. Timecards and group timesheets must be submitted by 4:00 pm each Monday. If original signed timecards are not provided, Express will accept signed faxed timecards or emailed printouts as originals. Invoices are billed on a pay-per-hour basis and are due net 10 days from issuance.

Acknowledgment: Please acknowledge your understanding of these terms by signing below and returning it with your completed staffing agreement. We appreciate your business and look forward to our partnership.

City of Cashmere

101 Woodring Street, Cashmere, WA 98815

Signature

Title

Date



Office Number and Location: _____

Staffing Agreement

This Agreement is made and entered into this ___ day of _____, 20___, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of _____ (hereinafter referred to as "Express", "We" and "Our") and _____ (hereinafter referred to as "Client" and "you").

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws. You will include Our associates in all safety and health programs required of the hazards of your workplace including any training, testing, monitoring, and record retention required by law.
3. You agree to safeguard and protect any private or personally identifiable information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information. As between you and Express, all such information shall remain the property of Express, and shall not be: (i) used by you other than in connection with receiving services hereunder; (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by you; or (iii) commercially exploited by or on behalf of you. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks.
4. The bill rates and/or markup charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to Our associates or upon prior notice. State mandated costs including, but without limitation, sick pay will be charged back to Client. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method within ten (10) days of the invoice date.
5. We agree to maintain insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and agree to maintain Commercial General Liability, Fidelity Bond and Errors and Omissions coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, protected health information, personally identifiable information, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. Express will only provide associates for positions operating a motor vehicle if notified in writing prior to an assignment. Client acknowledges that Client has insurance for any motor vehicle that might be driven by an Express temporary associate, with policy limits of not less than \$3,000,000.00 per occurrence, and Client will list Express as an additional insured on Client's commercial auto, commercial general liability and umbrella policies, and on behalf of Client's insurers, waives all rights of subrogation against Express. Client's insurance shall be primary, and Express's insurance shall not contribute. Client agrees to furnish Express an insurance certificate showing that such coverage protects Express. Limits can be met with umbrella/excess policies. You agree to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
10. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by your breach of this Agreement and/or by your negligence or misconduct.
11. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
12. So long as this Agreement is in effect, both parties agree that they will not disclose or make available any confidential information they receive from the other party to any third party for any purpose whatsoever other than performing under this Agreement or as required by law.
13. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
14. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll (a "Conversion"), you may do so by paying a Conversion fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
15. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm, other than through a Conversion as referenced above, without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.
16. Client represents and warrants that (a) the individual executing this Agreement on behalf of Client has all requisite power and authority to execute and deliver this Agreement; (b) the execution and delivery of this Agreement by Client has been duly authorized; and (c) this Agreement has been duly executed and delivered by Client, and constitutes Client's valid and binding obligation, enforceable against it in accordance with its terms.
17. All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Client Agent's Name (please print): _____ Title: _____

Agent's Signature: _____