



CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 12, 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 THE 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

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of July 22, 2024, Regular Council Meeting
2. Payroll and Claims Packet Dated August 12, 2024
3. Set Public Hearing for August 26, 2024 on the Six-Year Transportation Improvement Program

BUSINESS ITEMS

1. Property annexation request from Corey Van Lith for 5633 Evergreen Dr.
2. Perteet Inc. Task Authorization #7 Cashmere Climate Change Resiliency Element Project
3. Modification of the City-Wide Roadway Maintenance project for additional crack sealing
4. First Amendment to Interlocal Cooperation Agreement for Generator and Electrical Quick Connections
5. Discussion on draft Six-Year TIP

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 JULY 22, 2024, AT CASHMERE CITY HALL – In-Person and Digital

OPENING

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

The public can attend the council meeting in person, by phone, or by digital conference.

ATTENDANCE

Present

Not Present

Mayor: Jim Fletcher

Council: John Perry
Chris Carlson
Shela Pistorosi
Jayne Stephenson
Jeff Johnson

Staff: Kay Jones, Clerk-Treasurer
Steve Croci, Director of Operations

ANNOUNCEMENTS

Mayor Fletcher announced NCW Libraries will complete an interior redesign of Riverside Center for the new library that will enhance the public's use of the space for years to come. The library is holding public meetings to receive input on how the community currently uses the library, and how they would prioritize future improvements.

Councilor Johnson announced that Chelan-Douglas Transportation Council is requesting feedback on the Pathways Master Plan. Johnson encouraged the members to provide feedback. Director Croci stated that the Planning Commission provided comments.

PUBLIC COMMENT

No public present for comment.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Stephensen to approve the agenda as presented.

MOVED by Councilor Johnson and seconded by Councilor Perry to add Item #4 Development Code Discussion. Motion carried unanimously.

Motion to approve the agenda that was amended carried unanimously.

CONSENT AGENDA

Minutes of July 8, 2024, Regular Council Meeting

Payroll and Claims Packet Dated July 22, 2024

Claims Direct Pay and Check #43583 through #43604 totaling \$220,852.49

Manual Check #43580 through #43582 not needing prior approval

Check #43044 replacing #43579 for \$150.00

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

AGREEMENT WITH BLADES CODE SERVICES FOR BUILDING DEPARTMENT DUTIES AND INSPECTION SERVICES

MOVED by Councilor Johnson and seconded by Councilor Carlson to approve the agreement with Blades Code Services. Motion carried unanimously.

LOCALTEL LETTER OF ASSIGNMENT REQUEST – LOCALTEL ASSIGNING TO ZIPLY FIBER NORTHWEST, LLC

The letter of assignment is acknowledging notice, that Computer 5, Inc., d/b/a LocalTel Communications has entered into an agreement to sell substantially all of their assets to Ziplly Fiber Northwest.

MOVED by Councilor Perry and seconded by Councilor Stephensen to authorize the mayor to sign the Letter of Assignment. Motion carried unanimously.

DEVELOPMENT CODE PROCESS DISCUSSION

Councilor Johnson expressed his concern, and initiated a discussion, about the need for the city to review its development codes and the impacts that a development has on the city's roads and residents. Providing some background, Fletcher told the Council members that few small cities, including Cashmere charge a fee to developers for impacts to the city that do not occur directly in front of the developer's property.

Johnson explained that his concern is about the impacts developers are having on city streets. Development doesn't only impact the street they are developing on; it also impacts the access roads in that area. His view of "growth pays for growth" means that, the city nor the residence are on the hook for any additional expenses of that local area that is being developed. The Developer should be responsible for frontage of the development and there should be impact fees for access roads.

A specific example that Johnson considered problematic is on Kennedy Road, a developer has created a cul-de-sac with the backyards facing the street and so the developer does not have to improve the street. Kennedy is a single lane road, and the additional homes will add even more traffic to the narrow road, making it even more of a safety issue for traffic and pedestrians.

Johnson stated that he is not anti-development, he just wants to know why the city is passing the cost of development onto the residents of the city and not forcing the developer to pay for improvements to roadways impacted by a new development.

Following additional discussion, the Council recommended that the Cashmere Planning Commission investigate the issue, and potential options for how to address future development.

SALES AND USE TAX FOR TRANSPORTATION BENEFIT DISTRICT – AN ALTERNATIVE TO INCREASING PROPERTY TAX

Mayor Fletcher spoke about the need for increased revenue to make up for the increased costs for public safety. In two years, costs for public safety, which includes law enforcement, jail fees and fire protection, have increased \$172,000 (24%) to \$887,000. This increase reduces the city's ability to sustain adequate maintenance of all other city services and specifically reduced the funds budgeted for transportation capital improvements by half, (\$400,000 reduced to \$200,000). Most city streets are not eligible for grants, reduced capital funding results in less street repair and improvement.

Public safety is a priority, thus funding for other city services has been reduced to stay in budget. Reduced service will not maintain Cashmere as our citizens are expecting. Therefore, to restore the quality of service some increased tax revenue is required.

Alternatives for increasing public safety costs are limited to increasing property taxes or adopting a sales tax. The sales tax option allowed by state law is a temporary solution to future transportation maintenance, while property tax increase could be a permanent increase in future revenue.

State law (RCW36.73.065) allows a city to establish a transportation benefit district and fix a sales tax for the specific purpose of funding transportation improvements identified in city transportation improvement plans.

- Sales tax of one-tenth cent may be set by City Council
- Voter must approve a Sales Tax more than one-tenth but not to exceeding three-tenths cent
- Sales taxes may not exceed a period of ten years.

If the city created a Transportation Benefit District the new entity would be able to establish a .1% to .3% sales tax to help the city pay for increased expenses. The maximum of .3% would require voter approval. That option would likely not be able to be on the ballot for another year, according to Fletcher. To help cover an unexpected \$75,000 increase from Chelan County for the costs of jail services, council members suggested setting up a TBD as soon as possible, and implementing a .1% sales tax, which would not require a public vote. Fletcher thought this would generate revenue by January 2025. Once that was implemented, Council members suggested then moving forward with getting voter input and placing the additional .2% tax on the ballot. Every .1% in sales taxes would generate approximately \$75,000 in revenue.

Cashmere's expenses have substantially increased. Several council members, and the mayor, expressed the importance of making it clear to the public that additional revenue is required to cover the city's rising costs, and that the long-term plan will be to increase the Transportation Benefit District's tax rate from .1% to .3%. Any TIB tax funds received are required to be spent on roadways and other transportation related projects, freeing up funds that can then go to public safety cost.

The consensus of the council was to have Mayor Fletcher move forward with steps to create a new Transportation Benefit District (TBD).

PROGRESS REPORTS

Waste Management increasing garbage rates 3.26%.

Project Manager Dorien McElroy reported:

Water Quality CCR is completed

UV refurbishment was completed – dialed in settings

DOE site visit – introducing new staffing at Ecology

W&C has a new employee starting this week

City Council Minutes
July 22, 2024

EPA – performed a desktop audit – where they reviewed the past 2 years of data, which resulted in an Expedited Settlement Agreement. The Settlement resulted in a fine of \$4,125 for late reporting and being out of compliance. These events happened during the transition period with W&C.

The upsets in the plant created from the large dischargers are what brought attention to the plant.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:30 PM

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: August 5, 2014
To: City Council
From: Jim Fletcher, Mayor
RE: Request to Annex into City of Cashmere

Attached is a letter submitted by Corey Van Lith requesting to annex property at 5633 Evergreen Drive into the Cashmere City Limits.

Consideration of this letter starts a process including public notices, public hearing and coordination with Chelan County Assessor's office. Initial action is to meet with the proponents of the annexation and discuss the boundary of the area to be annexed, zoning, and assumption of any existing city indebtedness.

Staff Recommendation

Approve the initial request by Corey Van Lith and Maria C Barros to annex 5633 Evergreen Drive and prepare the petition of property owners and registered voters within the area proposed.

Attachments

1. Emailed Letter from Corey Van Lith
2. Map of area proposed for annexation

Mr. Jim Fletcher, Mayor of Cashmere,

Hello Jim. This is Corey Van Lith, and I am providing you this letter for the request to annex a parcel property into the city limits of Cashmere that we have just purchased and currently own 100% (Owner name: Maria C. Barros, Trustee of Maria Christina Barros GTS Trust). My business partner, Christine Barros, and I purchased the property located at 5633 Evergreen Dr. (chelan county parcel # 231905510105). The property is contiguous to the city of Cashmere now. It is currently zoned multi family and we plan on constructing a beautiful development of town homes. I am aware there is an annexation fee and we are responsible for additional cost the city would occur during the process. Please let me know if you need me to provide anything to assist in the process.

Much appreciated and thank you for your time,

Corey Van Lith, Van Lith Developments, Inc

509-679-1007

Property Annexation Request for following property:

Parcel #: 231905510105

Address: 5633 Evergreen Dr., Cashmere

Owner: Maria C Barros, Trustee of Maria Christina Barros GTS Trust



Staff Summary

Date: 8/6/2024
To: City Council
From: Steve Croci, Director of Operations
RE: Perteet Inc Task Assignment #7 - Climate Change Resiliency Element

This task assignment is for Perteet Inc., the city's planning consultant, to provide planning services to prepare a Climate Change Resiliency Element pursuant to the requirements of House Bill 1181 and following the Department of Commerce Climate Element Planning Guidance for updating the city's 2026 Comprehensive Land Use Plan. The project is funded by a grant from the Department of Commerce (\$35,000). The cost for this Task Assignment #7 is \$23,933.

Staff Recommendation:

MOVE to approve the task assignment with Perteet Inc. to develop the climate change resiliency element and authorize the mayor to sign documents.



**CITY OF CASHMERE
On-Call Planning Services Agreement**

Formal Task Assignment Document

Consultant: Perteet, Inc.

Task Number: 7

The general provisions and clauses of Agreement for On-Call Consultant Services dated February 25, 2020 shall be in full force and effect for this Task Assignment

Location of Project: City of Cashmere

Project Title: Climate change element planning

Maximum Amount Payable Per Task Assignment: \$23,993 (Phase 1)

Completion Date: Phase 1: June 30, 2025 Phase 2: June 30, 2026

Description of Work:

See attached scope of services.

This scope will be amended to add Phase 2 services.

This scope of services is for Perteet to provide the City of Cashmere planning services to prepare a Climate Change Resiliency Element pursuant to the requirements of House Bill 1181 and following the Department of Commerce Climate Element Planning Guidance – December 2023 Intermediate Version. The project is funded by a grant from the Department of Commerce.

City of Cashmere Signature: _____ Date _____

Perteet Signature: *Crystal L. Donner* Date: 08/08/2024
Crystal L. Donner, President

CITY OF CASHMERE CLIMATE CHANGE RESILIENCY ELEMENT

Introduction

This scope of services is for Perteet (Consultant) to provide the City of Cashmere (city) planning services to prepare a Climate Change Resiliency Element (Element) pursuant to the requirements of House Bill 1181 and following the Department of Commerce Climate Element Planning Guidance – December 2023 Intermediate Version (Guidance). The project is funded by a grant from the Department of Commerce. The grant will be awarded in two phases. Phase 1 funding must be spent by June 30, 2025, and Phase 2 funding, expected to be awarded in July 2025, must be spent by June 30, 2026. When the funding for the next biennium is received, the budget and scope of this project will be amended.

The City will coordinate with the county's climate change planning process if the opportunity is available to support consistency and reduce duplication of effort.

Phase 1 will focus on Task 2, Task 3.1, and Task 3.2.

Phase 2 will focus on Task 3.3, Task 3.4, Task 3.5, and Task 4

TASK 1: NOT USED

TASK 2: INITIALIZE PROJECT

Task 2.1 Form Climate Advisory Team

The Consultant will support the city to form a Climate Policy Advisory Team (Advisory Team) to guide the development of the Element. The membership may include city staff, city leadership, community members, representatives of vulnerable communities (such as community-based organizations), Planning Commissioners, local subject matter experts, Tribal representatives, and other interested entities. This Advisory Team will meet several times throughout the planning process to support the development of climate specific goals, actions, and impacts. The Advisory Team will make recommendation during the planning process that are necessary to take next steps in the project, such as the preferred climate scenario, pathway, and priority hazards.

Proposed Advisory Team meeting schedule (subject to change during planning process):

1. Advisory Team Kick off/Task 3.1 meeting: introduction, roles and responsibilities, planning process overview, preliminary meeting schedule, identify assets, and introduce climate change and scenarios, choose recommended scenario.
2. Advisory Team Task 3.1/3.2 meeting: review climate change findings, review asset-hazard pairs, select priority climate hazards, review plan and policy audit, and determine next steps.
3. Advisory Team Task 3.3 meeting: characterize vulnerability and risk, select indicators, determine which asset-hazard pairs to take near-term action on and which should be monitored or accepted, introduce goals setting and action planning.
4. Advisory Team Task 3.4 meeting: Select goals and actions.
5. Advisory Team Task 3.5 meeting: Draft Element review.
6. Reserve meeting, if needed.

Task 1.2 Public engagement strategy

The Consultant will develop a public engagement strategy that aligns with the city's Comprehensive Plan outreach strategy. The city and the Consultant will collaborate throughout the planning process to identify engagement opportunities. The strategy will support the city's goal of providing opportunities to engage a diversity of community members, including those that may be face the worst consequences of climate change. The strategy will:

- Establish goals and outcomes
- Design an equitable process to ensure that all stakeholders have an opportunity to participate
- Engage the broader community
- Support environmental justice

The strategy will provide for public participation in the following processes:

- Task 3.1 Public Outreach: present assets and climate change scenario with opportunity for interactive participation and comment
- Task 3.3 Public Outreach: present vulnerability and risk characterization with opportunity for interactive participation and comment, including ranking highest priority asset-hazard pairs
- Task 3.5 Public Outreach: Present goals, policies, and actions with opportunity for interactive participation and comment
- Task 4 Public Outreach: Comprehensive Plan adoption process

The Consultant will develop climate-specific outreach materials, such as postcards, flyers, display boards, surveys, story map, etc., that will support the engagement opportunities, as identified in the outreach plan.

Task 1.3 Project Management

Project management will include the following tasks:

- **Core Planning Team**
The Consultant will support a Core Planning Team (CPT) that meets regularly throughout the planning process and is focused on project management. The CPT will be comprised of city staff, consultant team members, and external stakeholders, if any, that are directly involved in the management of this project. CPT meetings will be held virtually on a bi-weekly basis or as needed.
- **Continuous Project Management**
The Consultant will provide continuous project management administration (billing invoices, monthly progress reports, Consultant coordination) throughout the project's duration (assume maximum of 16 months).
- **Budget and Schedule Oversight**
The Consultant will monitor project budget and schedule. Schedule will be developed using Microsoft Project. The Consultant will prepare a baseline project schedule and will update that schedule with actual completion dates in comparison to the project baseline. The schedule will align with the overall comprehensive plan update schedule and the schedule provided in the city's climate planning grant award.

Task 2 Assumptions:

- The outreach events and level of effort will be determined during strategy development. Level of effort will not exceed available budget.
- The Advisory Team meeting will be in person in a location to be arranged by the city. At least one consultant team member will attend each meeting. The location will support hybrid meetings to allow for additional consultant team member participation.
- The city is responsible for advertising the outreach events and securing meeting locations.
- If necessary to modify action budgets by more than 15% to complete the services described herein, the city will prepare a grant amendment with Commerce to modify Attachment B: Budget of the original grant agreement.
- The Consultant will not modify action budgets by more than 15% without approval of the city.
- The budget assumes up to six Advisory Team meetings and three public outreach events. Generally, at least one Consultant staff will attend meetings, with the exception of the kickoff meeting and meetings that require a subject matter expert. When possible, additional Consultant team members will attend virtually.
- Outreach materials will provide funding source acknowledgements as required by the funder.

Task 2 Consultant Deliverables:

- Climate Element workplan and schedule
- Advisory Team agendas, meeting materials, and meeting summaries for up to 6 meetings
- Draft and final public engagement strategy
- Public engagement materials
- Monthly progress reports and invoices
- Workbook tab S2 Tasks 2.1 and 2.2

TASK 3: EXPLORE CLIMATE IMPACTS

Task 3.1 Guidance Section 3 Step 1 (Explore Climate Impacts)

Task 3.1.1 Community assets

The Consultant and Advisory Team will identify assets the community values and wants to protect. The list will include asset themes within the 11 sectors described in the Guidance. In addition to assets owned or managed by the city, assets managed by other entities will also be identified, such as roads and power systems. The Advisory Team will define which populations in the city are considered disadvantaged, vulnerable, and underserved. The list of assets will also identify those considered lifelines, essential public facilities, and critical facilities. The Consultant will update the Workbook with the final findings.

Task 3.1.2 Hazards and changes

The Consultant will gather information that describes how climate change may affect the city in the near term (20 years) and long term (more than 20 years). Information will include data from the University of Washington Climate Impacts Group's (UW CIG) Climate Mapping for a Resilient Washington (CMRW) webtool to build baseline awareness of how climate change is expected to affect the city and the different climate change scenarios, and other information prepared for Chelan County. The city's Hazard

Mitigation Plan (HMP) will be referenced to identify the frequency and severity of past climate-influenced events. The Consultant will present the draft findings to the Advisory Team for discussion and a selection of the scenario to be used, and update the Workbook with the final findings. The City will coordinate with the county's climate change planning process if opportunities arise to support consistency.

Task 3.1.3 Exposure and consequences

The Consultant will compare the identified assets to the climate change hazards to determine how the assets identified in Task 3.1.1 may be affected. The Consultant will create "asset-hazard pairs" and identify factors that influence the asset's exposure and vulnerability to climate change indicators and what the consequences may be. This assessment will also include other stressors that may affect the impact of climate change, such as population growth and other factors that may lead to disproportionate climate change impacts to disadvantaged community members. After presenting the draft results to the Advisory Team, the Consultant will update the Workbook with the final findings.

Task 3.1.4 Identify priority climate hazards

After climate impacts and consequences on assets are determined, the Consultant and Advisory Team will determine which climate hazards will be addressed in Comprehensive Plan and in the climate resiliency goals and policies. The Consultant will update the Workbook to document the priority climate hazards.

Task 3.1 Assumptions:

- The consultant will evaluate one climate scenario and two climate horizons.
- One advisory team meeting
- One public outreach event

Task 3.1 Consultant Deliverables:

- Workbook tabs S3 Tasks 1.1, 1.2, 1.3, and 1.4
- Preliminary list of assets and asset-hazard pairs in Excel format
- Summary of climate change predictions, scenarios, and effects on assets in Excel or memo format
- Preliminary list of priority climate hazards in Workbook format

Task 3.2 Guidance Section 3 Step 2 (Audit Plans & Policies)

Task 3.2.1 Audit existing plans and policies

The Consultant will gather all existing plans, policies, and other local documents to assess how well existing local plans and policies build climate resilience. Using the climate impacts identified in Task 3.1, the Consultant will review the documents to assess how they address climate hazards, identify existing policies that address climate resiliency, and identify existing policies that may have resiliency gaps, opportunities, barriers, or exacerbate vulnerability. The review will include: County-wide Planning Policies (CWPPs), the city and county comprehensive plans, the HMP, and the city's Shoreline Master

Program, and may include utility business plans, parks plans, and other local or regional plans. During review, the Consultant will recommend where new or revised climate goals and policies could be added.

Task 3.2.2 Next steps

Based on the findings in the previous tasks, the Consultant will review Guidance requirements with the Advisory Team so they can make a recommendation for next steps and the Action pathway. Based on the recommendations of the Advisory Team, the project will conduct a risk assessment per Task 3.3 or skip to Task 3.4.

Task 3.2 Assumptions:

- Up to 6 plans will be reviewed
- One meeting with the Advisory Team

Task 3.2 Consultant Deliverable:

- Audit results in memo format, including:
 - Preliminary list of existing policies, goals, or measures that address climate change impacts or exacerbate vulnerability
 - Preliminary list of climate hazards not addressed in current planning policies
 - Preliminary list of existing planning documents that may support new or revised climate goals and policies
- Workbook tabs S3 Tasks 2.1 and 2.2

Task 3.3 Guidance Section 3 Step 3 (Assess Vulnerability & Risk) (PHASE 2)

Depending on the outcome of Task 3.2.2, the scope of this Action may be reduced and the budget associated with this task reallocated accordingly.

Task 3.3.1-3.3.3 Assess sensitivity, adaptive capacity, and characterize vulnerability.

In this task, the Consultant will assess how sensitive the asset-hazard pairs identified in Task 3.1 are to the changing climate, and whether the asset can adapt to changing conditions. The Consultant will follow the approach described in the Guidance, which includes determining the degree to which a hazard could affect an asset and then using indicators to assess sensitivity and adaptive capacity. The Consultant will recommend a series of indicators and rulesets for discussion with the Advisory Team. After indicators are selected and sensitivity and adaptive capacity are determined, the Consultant and Advisory Team will characterize the vulnerability of each asset-hazard pair. The Consultant will update the Workbook to support the findings.

Task 3.3.4 Characterize risk

Using the process described in the Guidance, Step 3, the Consultant and Advisory Team will characterize the risk of each asset-hazard pair. The Consultant will gather all necessary inputs for each asset-hazard pair, such as the frequency of past hazard occurrences, the probability and likelihood of future occurrences, and the determinations from Tasks 3.3.1-3.3.3, in order to assess the probably and magnitude of risks and assign a risk ranking. The Consultant will complete the Workbook to document

the findings and plot all asset-hazard pairs on the 3x3 matrix. The Consultant will reference the city's HMP, which will be adopted into the Comprehensive Plan by reference, NOAA climate resiliency toolkit, FEMA's National Risk Index, and UW CIG publications to support the risk assessment.

Task 3.3.5 Decide course of action

After the results of the risk assessment are presented to the community, the Advisory Team will consider public comment and identify which asset-hazard pairs the city should take action on and which the city should accept the risk now, and monitor and reassess in the future.

Task 3.3 Assumptions:

- One meeting with the Advisory Team
- One public outreach event

Task 3.3 Consultant Deliverables:

- Meeting materials and information necessary to inform risk and vulnerability assessment
- Recommendations on course of action
- Workbook tabs S3 Tasks 3.1-3.3 and 3.4-3.5

Task 3.4: Guidance Section 3 Step 4 (Pursue Pathways) (PHASE 2)

Task 3.4.1-3.4.2 Develop goals, policies, and actions

The Consultant will support the Advisory Team in the development of revised and/or new climate resiliency goals and policies and identify where in the city's plans the goals and policies should be located. Ideas for goals and policies will be sourced from the Commerce Menu of Measures and other climate resiliency guidance and be focused on asset-hazard pairs that require action. There must be at least one policy for each goal, and each policy will be evaluated using criteria that will support prioritization. The criteria will be those listed in the Guidance unless modified by the Advisory Team; however, the criteria must prioritize overburdened communities. The Consultant will complete the Workbook to document goals and policies and identify how they will be integrated into the Comprehensive Plan or other city plans.

Task 3.4.3 Identify policy co-benefits

The Consultant will evaluate each goal, policy, and action to determine how it relates to the 13 co-benefits described in the Guidance. After providing the Advisory Team opportunity to review, the Consultant will complete the Workbook to document the co-benefits.

Task 3.4 Assumptions:

- City staff will review the draft goals and policies and provide recommendations for modifications, if necessary, for more consistency with other goals and policies within the Comprehensive Plan.
- The Comprehensive Plan will be the only plan updated as part of this agreement.

Task 3.4 Consultant Deliverables:

- One meeting with the Advisory Team
- Memo describing recommended updates to goals and policies in other city plans
- Completed Workbook tab for S3 Task 4.1-4.3 and S3 Step 5

Task 3.5 Guidance Section 3 Step 5 (Integrate Goals & Policies) (PHASE 2)

Task 3.5.1 Finalize goals and policies

The Consultant will gather all information from the planning effort for review and to develop the Element to be integrated into the Comprehensive Plan. The Advisory Team will review and discuss the draft Element in Word format in a meeting. The Element is anticipated to be no longer than 20 pages.

Task 3.5.2 Consult with government officials, stakeholders, partners, and City Council

The Consultant will support public outreach to gather input on the goals and policies and the draft Element.

Task 3.5.1 - 3.5.2 Assumptions:

- The city will consolidate all comments on the draft and final draft Element into one document
- One Advisory Team meeting
- One public outreach event
- The Element will provide funding source acknowledgements as required by the funder

Task 3.5.1 - 3.5.2 Consultant Deliverables:

- Draft, final draft, and final Element prepared in Microsoft Word

Task 4: Adopt Climate Resiliency Element (PHASE 2)

This task will be coordinated with the Comprehensive Plan adoption process. The Consultant will support the city during Planning Commission and City Council hearings. Consultant support will include preparing presentations and staff reports focused on the Element, as requested by the city.

Task 4 Assumptions:

- Consultant staff will attend and present at Planning Commission and City Council meetings
- The Consultant will prepare one presentation and one staff report for the Planning Commission, and modify the presentation and staff report for the City Council
- The Consultant will support the adoption process and required Commerce submittals

Task 4 Consultant Deliverables:

- Staff reports and presentations for Planning Commission and City Council
- Draft adoption documents for City Council
- Completed Workbook for the city's submittal to Commerce
- Draft memo prepared in Microsoft Word summarizing completion of this step and meeting the requirements of HB 1181, for finalizing and submittal to Commerce by the city

Fee



Project Cashmere Climate Element
 Client City of Cashmere
 PM Christina Wollman

Last Update date 8/8/2024
 Perteet Project No. 2020033.0007
 Contract Start Date 8/1/2024
 Contract End Date 6/30/2025
 Contract Duration: 10 Months

Task	Billing Rate	Senior Planner	Planner III	Planner I	Total Hours	Labor Dollars
		\$190.00	\$165.00	\$110.00		
Task 1 - Not used						
Total Task 1 - Not used		0.00	0.00	0.00	0.00	\$0.00
Task 2 - Initialize Project		20.00	10.00	20.00	50.00	\$7,650.00
Total Task 2 - Initialize Project		20.00	10.00	20.00	50.00	\$7,650.00
Task 3 - Explore Climate Impacts						
3.1 - Explore Impacts		16.00	8.00	16.00	40.00	\$6,120.00
3.2 - Audit Plans and Policies		8.00		8.00	16.00	\$2,400.00
3.3 - Assess Vulnerability and Risk (Phase 2)						
3.4 - Pursue Pathways (Phase 2)						
3.5 - Integrate Goals and Policies (Phase 2)						
Total Task 3 - Explore Climate Impacts		24.00	8.00	24.00	56.00	\$8,520.00
Task 4 - Adopt Climate Resiliency Plan (Phase 2)						
Total Task 4 - Adopt Climate Resiliency Plan (Phase 2)		0.00	0.00	0.00	0.00	\$0.00
Total Hours		44.00	18.00	44.00	106.00	
Total Dollars		\$8,360.00	\$2,970.00	\$4,840.00		\$16,170.00

Subconsultant Fees:	Cost	Markup	Bill
EarthKin Collaborative Inc.	7,361		7,361
Totals:	7,361		7,361

Expenses:	
Mileage - \$.67	402
Totals:	402

SUMMARY	
Labor	\$16,170.00
Expenses	\$402.00
Subconsultants	\$7,361.00
CONTRACT TOTAL	\$23,933.00

Staff Summary

Date: 8/6/2024

To: City Council

From: Steve Croci, Director of Operations

RE: Modification of the City-Wide Roadway Maintenance Project

Quality Paving was contracted to perform citywide roadway maintenance. An additional 100,000 linear feet of crack sealing was approved while crew were here doing the work. The additional quantity was at the contract's unit bid price of \$0.40 per linear foot (\$40,000 plus \$3,360 tax). The Transportation Improvement Board (TIB) agreed to pay 95% of the additional quantity, the same percentage as the original agreement between the TIB and the city. The city is responsible for \$2,168.

Staff Recommendation:

MOVE to approve additional quantities for the crack sealing and authorize the mayor to sign documents.

Staff Summary

Date: 8/6/2024

To: City Council

From: Director of Operations, Steve Croci

RE: First Amendment to Interlocal Cooperation Agreement for Generator and Electrical Quick Connections

The first amendment to Interlocal Cooperation Agreement for Generator and Electrical Quick Connections project is to extend the completion date and revise the budget. The council previously approved the Local/City match.

Staff Recommendation:

MOVE to approve the ILA with Chelan County for the commit additional funds for the Generator and Electrical Quick Connections project and allow the mayor to sign documents.

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR
FM-5320-05-R: CITY OF CASHMERE GENERATOR AND ELECTRICAL
QUICK CONNECTIONS
BETWEEN
THE CHELAN COUNTY NATURAL RESOURCES DEPARTMENT and
THE CITY OF CASHMERE**

This “First Amendment to Interlocal Agreement” (hereinafter, the “**Amendment #1**”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Chelan County Natural Resources Department (hereinafter “**the County**”), a municipal corporation under the laws of the State of Washington, and the City of Cashmere (hereinafter “**the City**”) in the referenced Project Activity. This Amendment is effective April 30th, 2024.

AMENDMENT

1. The purposes of this AMENDMENT are as follows:
 - (i) to set forth a revised agreement end date of April 30th, 2027 or until terminated by the parties set forth in the Interlocal Agreement.
 - (ii) Reflect the revision to the available project funding as referenced in Section 4. Compensation and Match Requirements. The total project budget breakdown and match requirements as revised are outlined below.

Task	Total Project Costs	Revised Total Project Budget Per Task	County Budget	City Budget
1 Pre-Award Costs (through grant award date)	\$ 5,498.88	\$ 5,498.88	\$ 5,498.88	\$ -
2 Project Management Costs, Legal Expenses, etc.	\$ 17,337.12	\$ 10,500.00	\$ 10,500.00	\$ 6,837.12
3 Architectural, Engineering, Geotechnical, etc. (Design of Electrical Quick Connects/ upgrade requirements)	\$ 29,657.00	\$ -	\$ -	\$ 29,657.00
4 Project Inspection Fees (Task 4 on attached budget)	\$ 9,004.00	\$ -	\$ -	\$ 9,004.00
5 Construction (Electrical upgrades/ Installation)	\$ 136,207.26	\$ -	\$ -	\$ 136,207.26
6 Equipment (trackable assets costing \$5,000 or more)	\$ 121,964.00	\$ -	\$ -	\$ 121,964.00
7 Miscellaneous (Personnel, Fringe Benefits, Travel, Supplies, etc.)	\$ 140.00	\$ 140.00	\$ 140.00	\$ -
Total Project Costs	\$ 319,808.26	\$ 16,138.88	\$ 16,138.88	\$ 303,669.38
Local Match Required	\$ 39,976.03	\$ -	\$ -	\$ 39,976.03

2. Except as modified herein, all other provisions of the original agreement shall remain unchanged and in full force and effect.

DATED this _____ day of _____, 2024.

CITY OF CASHMERE

**CHELAN COUNTY NATURAL
RESOURCES DEPARTMENT**

Dated _____

JAMES FLETCHER, MAYOR Date

MIKE KAPUTA; CCNRD DIRECTOR

ATTEST:

KAY JONES, CLERK Date

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

ATTEST: ANABEL TORRES

SHON SMITH, COMMISSIONER

CLERK OF THE BOARD

TIFFANY GERING, COMMISSIONER

**Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Chelan County Natural Resources Dept. 411 Wenatchee St. Suite 201 Wenatchee, WA 98801		2. Total Grant Amount (excl. SubMC): \$319,808.26 State: \$39,976.03 Federal: \$239,856.26 Local: \$39,976.03 SubMC: \$11,250.00		3. Grant Number: D25-002			
4. Subrecipient Contact, phone/email: Mike Kaputa, (509) 670-3935 Mike.kaputa@co.chelan.wa.us		5. Grant Start Date: September 15, 2022		6. Grant End Date: April 30, 2027			
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov		8. Unique Entity ID (UEI): GQLWQNMFUJJS		9. UBI # (state revenue): 048-006-925			
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)							
11. Federal Funding Identification #: FM-5320-WA 5320-05-R		12. Federal Award Date September 15, 2022		13. Assistance Listing # & Title: 97.039 (HMGP)			
14. Program Index # & OBJ/SUB-OBJ: (Fed) 714FF NZ, (State) 712FS NZ, (SubMC) 712FL			15. TIN or SSN: 91-6001297				
16. Service Districts: (BY LEGISLATIVE DISTRICT): 12 (BY CONGRESSIONAL DISTRICT): 8		17. Service Area by County(ies): Chelan		18. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
19. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			20. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency				
21. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			22. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER				
23. PURPOSE/DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: <u>Mobile Generator for Critical Water Facilities in the City of Cashmere.</u> The purpose of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Pass-through Entity of the 5320-05-R <u>Mobile Generator for Critical Water Facilities in the City of Cashmere</u> and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.							
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.							
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget </td> <td style="width:50%; vertical-align: top;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference
1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference						
WHEREAS the parties hereto have executed this Agreement on the day and year last specified below.							
FOR THE DEPARTMENT:  <u>8/2/2024</u> Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military Department			FOR THE SUBRECIPIENT:  <u>7/30/2024</u> Signature Date Mike Kaputa, Director Chelan County Natural Resources Department				
BOILERPLATE APPROVED AS TO FORM: <u>Dierk Meierbachtol 4/4/2023</u> Assistant Attorney General			APPROVED AS TO FORM: _____ Date				

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I. KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Mike Kaputa	Name	Tim Cook
Title	Director	Title	State Hazard Mitigation Officer
E-Mail	Mike.kaputa@co.chelan.wa.us	E-Mail	tim.cook@mil.wa.gov
Phone	(509) 670-3935	Phone	(253) 512-7072
Name	Hannah Pygott	Name	Ryan Chandler
Title	Senior Natural Resource	Title	HMA Program Supervisor
E-Mail	Hannah.pygott@co.chelan.wa.us	E-Mail	Ryan.chandler@mil.wa.gov
Phone	(509) 667-6346	Phone	(253) 512-7460
Name		Name	Chris Reilly
Title		Title	HMA Program Coordinator
E-Mail		E-Mail	Christopher.reilly@mil.wa.gov
Phone		Phone	(253) 359-6680

ARTICLE II ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the HMGP program including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration, the federal regulations commonly applicable to FEMA grants, and the FEMA Award Letter and its attachments, all of which are incorporated herein by reference.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all DHS/FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of HMGP funds received under this Agreement casts the party receiving the funds in the role of a SUBRECIPIENT or contractor in accordance with 2 CFR 200.331.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of HMGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to **5320-05-R**, including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration

HMGP document, the Manual, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all HMGP federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 2 of this Agreement.

2. PROJECT FUNDING

The DEPARTMENT will administer 5320-05-R and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project for the purposes of this Agreement is **\$319,808.26** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be **\$39,976.03** dollars, or 12.5 percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$239,856.26** dollars, or 75 percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be **\$39,976.03** dollars, or 12.5 percent, at minimum, of the total project cost and is contingent on legislative approval of DEPARTMENT funding pursuant to the prerequisites provided in subsection g. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for SUBRECIPIENT Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is **\$11,250.00** dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.
- h. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **September 15, 2022** and shall terminate on **April 30, 2027**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application 5320-05-R, incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT'S underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT'S project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A.2 **Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.37.

4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and the State of Washington, for the HMGP program, shall issue payments to the SUBRECIPIENT as follows:

- a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19, form, State of Washington Invoice Voucher Distribution. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.

Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.
- d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

- e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- f. For travel costs, SUBRECIPIENT shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
- g. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Grant Timeline (Attachment 4), but not more frequently than monthly.
- i. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule Attachment 4) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- l. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.

The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

- a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT.

- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Timeline.
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.
- e. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT'S Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

6. PROCUREMENT

- a. The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, **Attachment 2**, A.11.
- b. For all contracts expected to exceed \$250,000, the DEPARTMENT may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This request may apply to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving procurement requests of any non-federal entity to which the SUBRECIPIENT makes an award.
- c. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which the SUBRECIPIENT makes an award.

7. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

8. SUBRECIPIENT MONITORING

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT "2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> along with the signed Agreement. The SUBRECIPIENT shall complete and return the form to the DEPARTMENT each fiscal year

thereafter until the Agreement is closed. The form is incorporated by reference herein and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- a. Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- b. Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- c. Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- d. Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- e. Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- f. Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- a. Signed Statement of Voluntary Participation from the owner of each acquired property.
- b. Documentation of dates of acquisition and structure demolition or removal from property for each property.
- c. Copy of recorded open space deed restrictions for each acquired property.
- d. Copy of the AW-501 form filed with the NFIP for each acquired repetitive loss property.

- e. Documentation of consultation with the Army Corps of Engineers and Washington State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- a. Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- b. Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- c. Copies of the post-project elevation certificate for each structure.
- d. Copies of the certificate of occupancy for each elevated structure to certify that it is code compliant.
- e. Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and NFIP regulations and technical bulletins.
- f. Copy of the AW-501 form filed with the NFIP for each elevated repetitive loss property.
- g. Copies of proof of flood insurance for each elevated structure.
- h. Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

10. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTS must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that SUBRECIPIENTS of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

11. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The SUBRECIPIENT shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic>, which is incorporated into and made a part of this Agreement.
- b. Projects that have historical impactors or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or

renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The SUBRECIPIENT agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed, and FEMA approval received by the SUBRECIPIENT, before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process, and receipt of approval by the SUBRECIPIENT will not be reimbursed.

12. ADDITIONAL SPECIAL CONDITIONS

a. Construction Documents, Contracts, Change Orders

- i. Construction Document Approval: Upon request, the SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT prior to solicitation of bids. This request is to ensure bid set consistency with the subgrant's approved scope of work.
- ii. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.
- iii. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUBRECIPIENT shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change with a written amendment to this Agreement.

13. EQUIPMENT AND TRACKABLE ASSETS MANAGEMENT

- a. If applicable, the SUBRECIPIENT and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement requirements, when procuring any equipment or trackable assets under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200 to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and trackable assets purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.
 - ii. All equipment, and trackable assets as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
 - iii. Inventory records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number

- C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The SUBRECIPIENT shall take a physical inventory of the equipment, and trackable assets as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and trackable assets including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and trackable assets are well maintained and kept in good operating condition.
 - vi. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT'S Key Personnel.
 - vii. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement trackable assets or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the SUBRECIPIENT must comply with the following procedures:
 - A. For Trackable assets: If there is a residual inventory of unused trackable assets exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the trackable assets are not needed for any other federal award, the SUBRECIPIENT must retain the trackable assets for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The SUBRECIPIENT shall compensate the

federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. The SUBRECIPIENT shall comply with the DEPARTMENT'S Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless Expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to emergency communications, the SUBRECIPIENT must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- e. Effective August 13, 2020, FEMA recipients and SUBRECIPIENT, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*. Recipients and SUBRECIPIENTS may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The SUBRECIPIENT must pass through equipment and trackable assets management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward under this Agreement.

B. DHS FFY24 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of HMGP funding, the SUBRECIPIENT shall comply with all applicable FEMA/DHS terms and conditions of the FEMA Award Letter and its associated documents for DHS, which are incorporated in and made a part of this Agreement.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "Agreement" means this Grant Agreement.
- b. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a SUBRECIPIENT under this Agreement.
- c. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "SUBRECIPIENT" is the same as in 2 CFR 200.93 for all other purposes.
- d. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. "**Project**" means those actions funded through the Hazard Mitigation Assistance Grant Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

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

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in B.3. Statement of Assurances of the Hazard Mitigation Assistance Program and Policy Guide dated March 23, 2023.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29

CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.327, Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144), and

- 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.

1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
16. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
17. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are

uplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this Agreement. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any SUBRECIPIENTS or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts.Office@mil.wa.gov

Subject: Chelan County Natural Resources Dept., Single Audit and Corrective Action Plan

OR

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after e-mailing to the SUBRECIPIENT.

Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the SUBRECIPIENT if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: Chelan County Natural Resources Dept.
 PROJECT TITLE: Mobile Generator for Critical Water Facilities in the City of Cashmere

The purpose of this project is for Chelan County Natural Resources Dept. and the City of Cashmere to purchase and install one 150-KW trailer-mounted diesel generator to support five (5) critical water facilities in the City of Cashmere, WA. Electrical quick connects will be developed and installed at each critical water facility. The trailer-mounted generator will be stored at the Wastewater Treatment Plant, 2 Riverfront Drive, Cashmere, WA 98815 (47° 31' 39" N, -120° 26' 59"W).

The locations of the five (5) supported critical water facilities are as follows:

1. Water Treatment Plant: 201 Museum Road, Cashmere, WA 98815
 - a. (47° 31' 08" N, -120° 27' 23"W)
2. Museum Lift Station: Museum Road, Cashmere, WA 98815
 - a. (47.519722 N, -120.456667 W)
3. Sherman Booster Pump Station: Cedar Street Cashmere, WA 98815
 - a. (47° 31' 03" N, -120° 27' 52"W)
4. Well #4: 103 Paton Street, Cashmere, WA 98815
 - a. (47° 31' 12" N, -120° 28' 21"W)
5. Well #10: 5500 Sullivan Street, Cashmere, WA 98815
 - a. (47° 30' 50" N, -120° 28' 50"W)

A specific and more detailed scope of work is found in the FEMA approved Project Application 5320-05-R, which is incorporated herein by reference.

Chelan County Natural Resources Dept. Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget (Attachment 5).
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT. SUBRECIPIENT is required to return all final closeout documentation to the DEPARTMENT within 45 days following the Period of Performance End Date determined by FEMA's Notice of Award. The DEPARTMENT reserves the right to withhold the final reimbursement request until final closeout documentation is submitted by the SUBRECIPIENT to the satisfaction of the DEPARTMENT. No final reimbursements shall be paid if submitted more than 60 days after the Period of Performance End Date.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.

4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
6. PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

- a. **Scope of Work Change:** Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.
A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.
- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be

stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.

- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.
- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.

m. Additional requirements as noted by FEMA in grant award document:

a. Environmental Conditions of Approval: August 30, 2022

- i. This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
 - ii. Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act (NEPA) and other laws and Executive Orders.
 - iii. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and Federal Emergency Management Agency (FEMA).
 - iv. Sub-recipient shall conduct site work during the non-flood season as determined by the local floodplain administrator.
 - v. During site work, the Sub-recipient is responsible for selecting, implementing, monitoring, and maintaining Best Management Practices (BMPs) to control soil erosion and sedimentation, minimize spills and pollution from construction equipment and activities, and provide protection for any present protected species habitat.
 - vi. All back-up generators, including fuel source, must be designed and installed per local/state codes; including provision of appropriate spill containment depending on fuel source.
- n. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5320-WA). A request for additional funds must be fully documented and justified.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2023 Hazard Mitigation Assistance Program and Policy Guide apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 244 of the 2023 Hazard Mitigation Assistance Program and Policy Guide:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

- c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation signed by each participating property owner will be provided to the DEPARTMENT by project close-out.

- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes and agrees to comply with the requirements of 44 CFR Part 80 Property Acquisition and Relocation for Open Space.
- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.

- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.

- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the DEPARTMENT by project close-out.

- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.

The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-out.

- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2023 Hazard Mitigation Assistance Program and Policy Guide which are incorporated herein by reference):
 1. Restriction on future disaster assistance for damages to the property.
 2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
 3. Provision for salvage of pre-existing structures and paved areas.
 4. Requirements pertaining to future transfer of property interest.
 5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
 6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse Chelan County Natural Resources Dept. within 45 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's request for additional documentation to support the reimbursement request. Any reimbursement requests that are returned to the SUBRECIPIENT and are not returned within the 15 calendar days will be required to submit a revised reimbursement request with a new signature and date.
3. Coordinate with the staff of Chelan County Natural Resources Dept. to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: Chelan County Natural Resources Dept.
 PROJECT TITLE: Mobile Generator for Critical Water Facilities in the City of Cashmere

DESCRIPTION OF ACTIVITY/TASK	SCHEDULED COMPLETION DATE (months)
Site Identification, Contracting, Agreement Development	8 Months
Advertise for any necessary Bids, Pre-Bid Walk Through and Open Bid Period	8 Months
Advertise and Award Electrical Hookup Contract	3 Months
Generator Procurement	4 Months
Electrical Installation	5 Months
Generator Delivery, Test Generator	8 Months
Development of Long-Term Maintenance Plan and Operations Manual	4 Months
Prepare and Complete All Project Close-out Documentation	3 Months
Total Time Required to Complete This Project: 43 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2022; January 15, 2023; April 15, 2023; July 15, 2023; October 15, 2023; January 15, 2024; April 15, 2024; July 15, 2024; October 15, 2024; January 15, 2025; April 15, 2025; July 15, 2025; October 15, 2025; January 15, 2026; April 15, 2026; July 15, 2026 (Final Report)

PROJECT BUDGET

SUBRECIPIENT: Chelan County Natural Resources Dept.
 PROJECT TITLE: Mobile Generator for Critical Water Facilities in the City of Cashmere

APPROVED BUDGET CATEGORY	ESTIMATED COST
Pre-Award Costs	\$5,498.88
Project Management Costs, Legal Expenses, Etc.	\$17,337.12
Architectural, Engineering, Geotechnical etc. (Design of Electrical Quick Connects/ upgrade requirements)	\$29,657.00
Project Inspection Fees	\$9,004.00
Construction (Electrical Upgrades/Installation)	136,207.26
Equipment	121,964.00
Miscellaneous	140.00
	<i>Project Total</i> \$319,808.26
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.	\$11,250.00
TOTAL (Project Total + SubMC): \$331,058.26	
<p>Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.</p> <p>Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.</p> <p>*NOTE: \$33,234.98 of this budget was expended under the previous contract, D23-019.</p>	

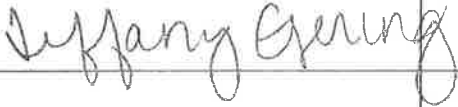


A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5320-WA). A request for additional funds must be fully documented and justified.

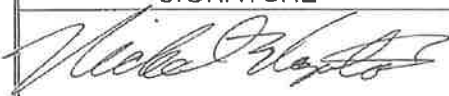
SIGNATURE AUTHORIZATION FORM



WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Chelan County Natural Resources	DATE SUBMITTED 7/30/24
PROJECT DESCRIPTION Mobile Generator for Critical Water Facilities in the City of Cashmere	CONTRACT NUMBER 5320-05-R

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Tiffany Gering	Commissioner
	Kevin Overbay	Commissioner
	Shon Smith	Commissioner

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Mike Kaputa	Director

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Mike Kaputa	Director
	Sofia Bjorklund	Finance Manager

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Chelan County		Doing business as (DBA) Chelan County Natural Resources	
ADDRESS 411 Washington Street, suite 201 Wenatchee, WA 98801	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 048-006-925	Federal Employer Tax Identification #: 91-6001297
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____


Date: 7/23/24Print Name and Title: Mike Kaputa, Director

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.



WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

CONTACT INFORMATION

Subrecipient Name (Agency, Local Government, or Organization): Chelan County	
Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number: GQLWQNMFUJJ5	
Authorized Financial Representative (Name and Title): Skip Moore	
Address: 350 Orondo st, Wenatchee, WA 98801	
Email: Skip.Moore@co.chelan.wa.us	Phone Number: 509-667-6802

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this Form. If your entity **is** subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)

- We did not expend \$750,000 or more of total federal awards during the preceding fiscal year.
- We are a for-profit organization.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls.
- We completed our last 2 CFR Part 200 Subpart F Audit on [10/21/23] for fiscal year [2021] and there were findings related to federal awards and/or internal controls.
- Our completed 2 CFR Part 200 Subpart F Audit will be available on [9/15/24] for fiscal year [2023].

Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)

In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? Yes No

In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding? Yes No

If you answered yes to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.



Signature of Authorized Financial Representative:

Date: 4/18/2024

Staff Summary

Date: 8/6/2024
To: City Council
From: Steve Croci, Director of Operations
RE: Six-Year Transportation Improvement Program – DRAFT review

The six-year Transportation Improvement Program (DRAFT TIP; attached) is a short-range planning document that is annually updated based on needs and policies identified in the Cashmere's Transportation Comprehensive Plan with considerations identified in the Land Use, Water and Sewer Comprehensive plans. Transportation projects are paid by the Capital Fund (302) and coordinated with water and sewer projects. The water and sewer components of these projects have been included within the new water and sewer rate study. When applicable grant opportunities are pursued, particularly on Federally classified roads.

Staff is seeking comments and recommendations, if any, on the DRAFT TIP.

Six Year Transportation Improvement Program

Agency: Cashmere
 Co. No.: 04 County Name: Chelan Co.
 City No.: 0165 MPO/RTPO CDTC

Adoption Date: 2025 to 2030
 Resolution: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Project Costs in Thousands of Dollars				Environ. Type	Federally Funded Projects Only R/W
			Phase Start (mm/dd/yyyy)	Fund Source Information	Total Funds	Required Date (MM/YY)		
1	2		9	13	14	15	20	21
09	01	South Douglas Street Preservation South Douglas Street From: Cottage Ave Grind and overlay, minor drainage improvements To: Parkhill Street	1/1/2025	530	300	530	CE	No
09	02	Meadow Sweet Pl & Julie Ann Ct Preservation Cottage Avenue From: Mission Cr. Rd Full depth reclamation, paving To: End of Road	1/1/2025	530	300	530	CE	No
09	03	Maple Street Rail Road Crossing Maple Street From: Mission Street Install sidewalks at Railroad Crossing To: Railroad Street	1/1/2026	500	300	500	CE	No
				500		500		

Six Year Transportation Improvement Program

Agency: Cashmere
Co. No.: 04 **County Name:** Chelan Co.
City No.: 0165 **MPO/RTPO:** CDTC

Adoption Date: 2025 to 2030
Resolution: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Project Costs in Thousands of Dollars				Environ. Type	Federally Funded Projects Only R/W
			Phase Start (mm/dd/yyyy)	State Funds	Local Funds	Total Funds		
1	2		3					
09	04	Olive Street Improvements Olive Street From: Railroad Avenue To: Rank Road Fill in sidewalk gaps and add illumination. Cross walk improvements at Chase St.	1/1/2026	800	50	850	20	No
02	05	School Zone Sidewalk Replacement Tigner road From: Football stadium To: Tennis courts Replace failed sidewalk and curb	1/1/2026	100	25	125	CE	No
02	06	Maple Street Sidewalk Maple Street From: Elberta Street To: Riverside Ave Install sidewalks on west side of roadway	1/1/2026	100	25	125	CE	No
				50	5	55		

Six Year Transportation Improvement Program

Agency: Cashmere **County Name:** Chelan Co. **Adoption Date:** 2025 to 2030
Co. No.: 04 **MPO/RTPO:** CDTC **Resolution:** _____
City No.: 0165

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Project Costs in Thousands of Dollars				Federally Funded Projects Only R/W	Environ. Type	Required Date (MM/YY)
			Phase Start (mm/dd/yyyy)	State Funds	Local Funds	Total Funds			
1	2		9	13	14	15	20	No	
02	07	<i>Norman & Douglas Street Preservation</i> Norman & Douglas Streets From: Vine St To: Elberta St Grind and overlay, minor drainage improvements	1/1/2027		375	375	CE	No	
09	08	<i>Fisher Street Improvements</i> Fisher Road From: Pioneer Avenue To: End of Fisher St Resurface roadway	1/1/2028		375	375	CE	No	
02	09	<i>Cottage Ave Pavement Preservation</i> Cottage Avenue From: Highway 2/97 To: Applets Resurface roadway	1/1/2029	2346	414	2760	CE	No	
				230	230				
				2346	414	2760			

Six Year Transportation Improvement Program

Agency: Cashmere

2025 to 2030

Co. No.:

County Name: Chelan Co.

Adoption Date:

City No.:

MPO/RTPO CDTC

Resolution:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Project Costs in Thousands of Dollars			Favir. Type	Federally Funded Projects Only R/W	Required Date (MM/YY)
			Phase Start (mm/dd/yyyy)	State Funds	Local Funds			
1	2		9	13	14	15	20	21
02	10	Pioneer Ave. Pavement Preservation Pioneer Avenue From: Division Street Resurface roadway To: Evergreen Road	1/1/2029	1403	247	1650	CE	No
09	11	Rank Road Improvements Rank Road From: Olive Street Reconstruct roadway and intersection with Olive St. Project elements include land acquisition, curb, gutter, sidewalk, paving, illumination, and drainage To: Kennedy Road	1/1/2030	1403	247	1650	CE	Y
09	12	Kennedy Road Improvements Kennedy Road From: Rank Road Reconstruct roadway and intersection with Rank Rd. Project elements include land acquisition, curb, gutter, sidewalk, paving, illumination, and drainage To: End of Kennedy Road	1/1/2030	1800	1375	1375	CE	Y
				1375	1375	1375		

Six Year Transportation Improvement Program

Agency: Cashmere
Co. No.: 04 **County Name:** Chelan Co.
City No.: 0165 **MPO/RTPO CDTIC:** _____

2025 to 2030
Adoption Date: _____
Resolution: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Project Costs in Thousands of Dollars				Environ. Type	Federally Funded Projects Only R/W	Required Date (MM/YY)	
			Phase Start (mm/dd/yyyy)	Fund Source Information						Total Funds
				State Funds	Local Funds	Total Funds				
1	2		9	13	14	15	20	21		
09	13	West Pleasant Improvements West Pleasant Avenue From: Division Street Resurface roadway To: End of W. Pleasant Ave	1/1/2031		220	220	CE	Yes		
02	14	Evergreen Road Improvements Evergreen Road From: Pioneer Ave. Reconstruct Evergreen Road. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, landscaping, water & sewer To: Kimber Road	1/1/2031		3850	3850	CE	Y		
02	15	Sunset, Division, Railroad Intersection Improvements Sunset, Division, Railroad From: Sunset Highway Reconstruct intersection with roundabout. Project elements include land acquisition, curb, gutter, sidewalk, paving, illumination, drainage, and landscaping To: Railroad	1/1/2032		1250	1250	CE	Y		
					3850	3850				
					1250	1250				

Six Year Transportation Improvement Program

Agency: Cashmere

2025 to 2030

Co. No.: 04 County Name: Chelan Co.

Adoption Date: _____

City No.: 0165 MPO/RTPO CDTC

Resolution: _____

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			Phase Start (mm/dd/yyyy)	State Funds	Local Funds	Total Funds			
1	2		3	9	13	14	15	20	21
09	16	Mill Road Improvements Mill Road From: Sunset Highway Reconstruct Roadway		1/1/2033		625	625	CE	No
						625	625		
02	17	Riverfront Road Hill Riverfront Road From: City Lift Station Stabilize riverside bank and repair road.		1/1/2034		1250	1250	CE	Yes
						625	625		
09	18	Prospect St. Improvements Prospect Avenue From: Aplets Way Resurface roadway		1/1/2035		200	200	CE	Yes
						1250	1250		
						200	200		

Six Year Transportation Improvement Program

Agency: Cashmere
Co. No.: 04 **County Name:** Chelan Co.
City No.: 0165 **MPO/RTPO** CDTC

2025 to **2030**
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Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Project Costs in Thousands of Dollars				Federally Funded Projects Only	
			Phase Start (mm/dd/yyyy)	Fund Source Information			Envir. Type	R/W Required Date (MM/YY)
				State Funds	Local Funds	Total Funds		
1	2		9	13	14	15	20	21
02	19	Sidewalk Ramps Neighborhoods north of railroad tracks From: Wenatchee River Install sidewalk raps at all intersections To: Railroad Tracks	1/1/2036				CE	No
4699 12746 17945								