

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
APRIL 15, 2024
6:00 PM**

NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 5:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
 - a. Pledge of Allegiance
- B. Roll Call
- C. Closed Public Comment (Agenda Business Only, comments limited to 3 minutes)
- D. Public Hearing
- E. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- F. Presentations
- G. Department Reports
- H. Council Business
 - 1. Observatory Hill Fuel Reduction
 - 2. WA State Department of Commerce Contract
- I. Resolutions
 - 1. Res No 721 – Airport Aeronautics Grant
- J. Ordinances
 - 1. Ord No 1537 – Utility Rate Reduction for Seniors
- K. Report of Officers - Council, Mayor, City Administrator
- L. Open Public Comment – 3 Minute Limit
- M. Executive Session
- N. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MAY 6, 2024 AT 6:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: APRIL 15, 2024

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ **X** _____

RESOLUTION _____ OTHER _____

MOTION _____ **X** _____

EXPLANATION:

The consent agenda includes the following:

Minutes of the April 1, 2024, regular council meeting, first pay period April checks #58101 – 58137, 901747, direct deposit 4/8/2024 in the amount of \$102,221.71, April 10, 2024 claims checks #58094 – 58100, 58138 – 58167, 901748 – 901751 in the amount of \$66,128.29.

FISCAL IMPACT:

Payroll checks in the amount of \$102,221.71, claim checks in the amount of \$66,128.29.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda.

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
April 1, 2024
6:00 PM**

Mayor Dave Jones called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

ROLL CALL

Council Present: Mayor Dave Jones (Not voting), Council Member Steve Johnston, Council Member Andy Halm, Council Member Loren Meagher, Council Member Miland Walling,

Staff Present (Not Voting): Clerk Treasurer Sandy Wells, Police Chief Mike Smith, Fire Chief Noah Halm

Motion: I move to excuse Council Member Theone Wheeler, Council Member Ellie Casey, Council Member Danielle Clevidence, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Andy Halm
Motion Passed Unanimously

**CLOSED PUBLIC COMMENT
NO COMMENT**

AGENDA AND CONSENT AGENDA

Motion: I move to approve the agenda and consent agenda, **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Loren Meagher.
Motion Passed Unanimously

PRESENTATIONS

KVH Capital Project Update by Jonathan Hatfield & Jonathan Lewis, Klickitat Valley Hospital gave the council an update on their current projects and future projects.

DEPARTMENT REPORTS

Fire Chief Noah Halm, starting to get ready for wildfire season. We received a grant for a pump and spray monitor for one of our trucks.

Police Chief Mike Smith, there was a double stabbing in the city limits and there will be overtime on that call. We are still down one officer. Klickitat County is talking about closing the jail. Right now, we have no other information.

Clerk Treasurer Sandy Wells, we are getting closer to getting our logo done.

COUNCIL BUSINESS

Proclamation for National Public Safety Telecommunicators Week by Mayor Jones, Mayor Jones read the National Public Safety Telecommunicators Proclamation and declared April 14 – 20, 2024 National Public Safety Telecommunicators Week.

Motion: I move to approve the week of April 14-20, 2024, National Public Safety Telecommunicators week and authorize the mayor to sign the presented proclamation recognizing National Public Safety Telecommunicators week, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Andy Halm
Motion Passed Unanimously

REPORT OF OFFICERS

Council Member Steve Johnston gave the council an update on the traffic safety committee meeting. Would like to see an Ordinance Committee Meeting. Steve would like to see speed control on Washington Street and NW High Street.

Council Member Andy Halm would like to know when we are going to have the council meetings online. Sandy let the council know as soon as the new website is up, we will be putting the video recordings on the website. Andy thinks closing the jail will hurt the employees and the citizens.

Council Member Miland Walling, we are continuing to work on the Airport.

Mayor Dave Jones, Klickitat County Solid Waste Advisory committee would like to have a council member on the committee. It's a 2-year term.

PUBLIC COMMENT

Luke had a comment for Klickitat Valley Hospital and Jonathan Lewis is sending him some information.

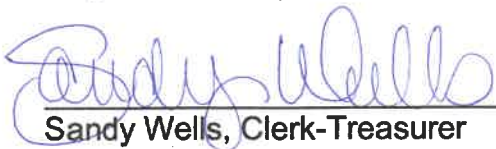
ADJOURNMENT

6:41 PM

Motion: I motion to Adjourn the meeting, **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Miland Walling.
Motion passed unanimously.



Dave Jones, Mayor



Sandy Wells, Clerk-Treasurer

Register

Fiscal: 2024
Deposit Period: 2024 - Apr 2024
Check Period: 2024 - Apr 2024 - 1st Council Apr 2024

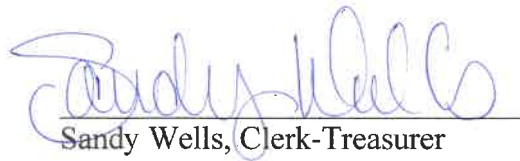
Number	Name	Print Date	Clearing Date	Amount
1st Security Bank of Washington	20016310			
Check				
58094	Stearns Bank N.A.	4/1/2024		\$1,385.07
58095	America's Phone Guys	4/2/2024		\$905.79
58096	Hattenhauer Energy Co LLC	4/2/2024		\$1,780.35
58097	Department of Revenue	4/3/2024		\$77.04
58098	WA St Treasurer	4/4/2024		\$2,626.96
58099	Blue Mountain Networks LLC	4/8/2024		\$842.28
58100	Republic Services Inc	4/8/2024		\$903.36
58138	Allyns Building Center	4/15/2024		\$477.53
58139	Aramark Uniform Serv Inc	4/15/2024		\$456.35
58140	Bishop Red Rock Inc	4/15/2024		\$1,354.50
58141	Bishop Sanitation Inc	4/15/2024		\$73.50
58142	Carquest Auto Parts	4/15/2024		\$548.67
58143	CED - Consolidated Electrical Distributors, Inc	4/15/2024		\$86.00
58144	Christopher R Lanz Law Office LLC	4/15/2024		\$820.00
58145	Ferguson Portland Waterworks #3011	4/15/2024		\$25.36
58146	Fitzjarrald Law Office	4/15/2024		\$7,000.00
58147	Goldendale Tire Center	4/15/2024		\$526.59
58148	Goldendale Veterinary Clinic	4/15/2024		\$868.77
58149	Grainger	4/15/2024		\$1,724.09
58150	H.D. Fowler	4/15/2024		\$1,358.10
58151	Holcombs Market	4/15/2024		\$38.73
58152	Klickitat County PUD	4/15/2024		\$11,008.83
58153	Klickitat County Treasurer	4/15/2024		\$490.36
58154	Krystal L Smith	4/15/2024		\$1,675.00
58155	Les Schwab Tire Center	4/15/2024		\$44.11
58156	Municipal Emergency Services Inc	4/15/2024		\$6,906.88
58157	NCW Chapter of ICC	4/15/2024		\$165.00
58158	Norco Inc	4/15/2024		\$54.55
58159	North Central Laboratories	4/15/2024		\$129.29
58160	One Call Concepts Inc	4/15/2024		\$28.08
58161	Precision Service and Electric LLC	4/15/2024		\$40.73
58162	Radcomp Technologies	4/15/2024		\$6,988.64
58163	Regional Transfer Company - 4178A	4/15/2024		\$8.37
58164	Teresa D Johnson CPA Inc	4/15/2024		\$2,462.46
58165	Vic's Auto & Supply	4/15/2024		\$179.20

Number	Name	Print Date	Clearing Date	Amount
58166	WA St Dept of Ecology	4/15/2024		\$1,721.49
58167	WA St Dept of Retirement Systems	4/15/2024		\$25.00
901748	HSA Bank Employee Plan Funding	4/4/2024		\$9.00
901749	Invoice Cloud	4/15/2024		\$292.00
901750	PAYA	4/4/2024		\$1,703.35
901751	WA St Dept of Revenue	4/4/2024		\$8,316.81
		Total	Check	\$66,128.29
		Total	20016310	\$66,128.29
		Grand Total		\$66,128.29

**CITY OF GOLDENDALE
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as shown on Check numbers 58094 through 58100, 58138 – 58167, 901748 - 901751, in the amount of \$66,128.29, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 10 day of April, 2024.



Sandy Wells, Clerk-Treasurer

Register

Number	Name	Fiscal Description	Cleared	Amount
58101	Carper, Jeremy L	2024 - Apr 2024 - 1st Council Apr 2024		\$115.44
58102	Coyne, Morgan Jane	2024 - Apr 2024 - 1st Council Apr 2024		\$369.40
58103	Grimes, Kevin	2024 - Apr 2024 - 1st Council Apr 2024		\$138.52
58104	Grindling, Abraham L	2024 - Apr 2024 - 1st Council Apr 2024		\$184.70
58105	Grindling, Elliot L	2024 - Apr 2024 - 1st Council Apr 2024		\$46.17
58106	Halm (Qtrly), Noah M	2024 - Apr 2024 - 1st Council Apr 2024		\$577.19
58107	Halm, John	2024 - Apr 2024 - 1st Council Apr 2024		\$300.14
58108	Halm, Sasha C	2024 - Apr 2024 - 1st Council Apr 2024		\$923.50
58109	Howell, Cameron M	2024 - Apr 2024 - 1st Council Apr 2024		\$808.06
58110	Hudson, Marty	2024 - Apr 2024 - 1st Council Apr 2024		\$392.49
58111	Johnston, Steve	2024 - Apr 2024 - 1st Council Apr 2024		\$45.42
58112	Kartes (Qtrly), Sohn L	2024 - Apr 2024 - 1st Council Apr 2024		\$253.96
58113	Kenny, Michael	2024 - Apr 2024 - 1st Council Apr 2024		\$138.52
58114	Messenger, Joshua	2024 - Apr 2024 - 1st Council Apr 2024		\$161.61
58115	Messenger, Micah R	2024 - Apr 2024 - 1st Council Apr 2024		\$161.61
58116	Messenger, Moses M	2024 - Apr 2024 - 1st Council Apr 2024		\$138.52
58117	Neher, Timothy D	2024 - Apr 2024 - 1st Council Apr 2024		\$138.52
58118	Ontiveros (Qtrly), Julianna	2024 - Apr 2024 - 1st Council Apr 2024		\$923.50
58119	Ontiveros, Filiberto	2024 - Apr 2024 - 1st Council Apr 2024		\$554.10
58120	Randall, Jake S	2024 - Apr 2024 - 1st Council Apr 2024		\$346.31
58121	Randall, Joseph R	2024 - Apr 2024 - 1st Council Apr 2024		\$292.49
58122	Stelljes (Qtrly), Michael	2024 - Apr 2024 - 1st Council Apr 2024		\$507.92
58123	Steiter, Darren J	2024 - Apr 2024 - 1st Council Apr 2024		\$692.62
58124	Stuart, Isaac	2024 - Apr 2024 - 1st Council Apr 2024		\$484.84
58125	Sullivan, Zachary L	2024 - Apr 2024 - 1st Council Apr 2024		\$23.09
58126	Todd, Christopher	2024 - Apr 2024 - 1st Council Apr 2024		\$1,015.85
58127	Todd, Jonathan	2024 - Apr 2024 - 1st Council Apr 2024		\$715.71
58128	Todd, Matthew	2024 - Apr 2024 - 1st Council Apr 2024		\$313.99
58129	Todd, Michael I	2024 - Apr 2024 - 1st Council Apr 2024		\$646.45
58130	Council Trust Acct.	2024 - Apr 2024 - 1st Council Apr 2024		\$1,109.68
58131	Deferred Comp Program	2024 - Apr 2024 - 1st Council Apr 2024		\$400.00
58132	Dept of Labor & Industries	2024 - Apr 2024 - 1st Council Apr 2024		\$2,573.00
58133	Dept of Retirement	2024 - Apr 2024 - 1st Council Apr 2024		\$10,571.99
58134	Employment Security - PFML	2024 - Apr 2024 - 1st Council Apr 2024		\$397.83
58135	Employment Security - WA Cares Fund	2024 - Apr 2024 - 1st Council Apr 2024		\$374.80
58136	Employment Security Department	2024 - Apr 2024 - 1st Council Apr 2024		\$147.86
58137	Goldendale, City of	2024 - Apr 2024 - 1st Council Apr 2024		\$65.00
901747	City of Goldendale	2024 - Apr 2024 - 1st Council Apr 2024		\$20,856.66

Number	Name	Fiscal Description	Cleared	Amount
Direct Deposit Run - 4/8/2024	Payroll Vendor	2024 - Apr 2024 - 1st Council Apr 2024		\$54,314.25
				\$102,221.71

Register Activity

Fiscal: 2024
Period: 2024 - Apr 2024
Council Date: 2024 - Apr 2024 - 1st Council Apr 2024

Reference	Date	Amount	Notes
Reference Number: 58094 <u>1122386</u>	Stearns Bank N.A. 4/1/2024	\$1,385.07 \$1,385.07	Genie Lift
Reference Number: 58095 <u>IN-800111162653</u>	America's Phone Guys 4/2/2024	\$905.79 \$905.79	Phone Bill
Reference Number: 58096 <u>CL14670</u>	Hattenhauer Energy Co LLC 3/31/2024	\$1,780.35 \$1,780.35	Fuel
Reference Number: 58097 <u>Invoice - 4/3/2024 4:51:05 PM</u>	Department of Revenue 3/31/2024	\$77.04 \$77.04	Leasehold Tax 1st Quarter
Reference Number: 58098 <u>Invoice - 4/4/2024 3:19:44 PM</u>	WA St Treasurer 4/4/2024	\$2,626.96 \$2,626.96	1st Quarter 2024
Reference Number: 58099 <u>77016</u>	Blue Mountain Networks LLC 5/31/2024	\$842.28 \$842.28	Internet Service
Reference Number: 58100 <u>0487-0008872565</u>	Republic Services Inc 3/31/2024	\$903.36 \$903.36	Garbage Service
Reference Number: 58138 <u>365306</u> <u>365373</u> <u>365556</u> <u>365591</u> <u>365635</u> <u>365658</u> <u>365707</u> <u>365818</u> <u>365835</u> <u>365836</u> <u>365905</u> <u>365962</u> <u>366154</u> <u>366260</u>	Allyns Building Center 3/4/2024 3/5/2024 3/11/2024 3/11/2024 3/12/2024 3/13/2024 3/14/2024 3/17/2024 3/18/2024 3/18/2024 3/19/2024 3/20/2024 3/26/2024 3/28/2024	\$477.53 \$25.12 \$30.09 \$49.44 \$6.98 \$16.96 \$48.36 \$54.92 \$10.40 \$17.18 \$3.86 \$5.55 \$156.03 \$4.28 \$48.36	Concrete Mix Wire Brush Gate Valve Paint Mixer Butane Fuel Expandable Hose Gate Valve, Braid Tube Drill Bit Coupling, Connector Pan Zip Anchor Stake Supplies Galv Cap Expandable Hose

Reference	Date	Amount	Notes
Reference Number: 58139	Aramark Uniform Serv Inc	\$456.35	
5291420831	3/5/2024	\$23.44	Cleaning Supplies
5291420835	3/5/2024	\$42.06	Uniforms
5291420836	3/5/2024	\$22.32	Uniforms/ Cleaning Supplies
5291420838	3/5/2024	\$16.67	Cleaning Supplies
5291425163	3/12/2024	\$23.44	Cleaning Supplies
5291425167	3/12/2024	\$41.19	Uniforms
5291425168	3/12/2024	\$20.60	Uniforms/ Cleaning Supplies
5291425170	3/12/2024	\$16.67	Cleaning Supplies
5291429787	3/19/2024	\$67.85	Cleaning Supplies
5291429791	3/19/2024	\$41.19	Uniforms
5291429792	3/19/2024	\$20.60	Uniforms/ Cleaning Supplies
5291429794	3/19/2024	\$16.67	Cleaning Supplies
5291434363	3/26/2024	\$23.44	Cleaning Supplies
5291434367	3/26/2024	\$41.19	Uniforms
5291434368	3/26/2024	\$22.35	Uniforms/ Cleaning Supplies
5291434370	3/26/2024	\$16.67	Cleaning Supplies
Reference Number: 58140	Bishop Red Rock Inc	\$1,354.50	
47343	3/28/2024	\$1,354.50	Red Cinder
Reference Number: 58141	Bishop Sanitation Inc	\$73.50	
#2026, Apr 3, 2024	3/25/2024	\$73.50	Port - a Pottie Rental
Reference Number: 58142	Carquest Auto Parts	\$548.67	
4993-470099	3/12/2024	\$9.13	Synthetic Lubricant
4993-470101	3/12/2024	\$13.39	Pigtail
4993-676715	3/1/2024	\$258.00	U Bolts
4993-677179	3/5/2024	\$10.75	Spray Cleaner
4993-677923	3/12/2024	\$120.36	Filter
4993-678027	3/13/2024	\$34.82	Torch
4993-678035	3/13/2024	\$47.62	Sledge Hammer, STT Lamp
4993-678050	3/13/2024	\$25.03	Weatherstrip Adh
4993-678117	3/13/2024	\$10.74	Wire Connector
4993-678204	3/14/2024	\$7.62	Weatherstrip ADH
4993-678688	3/18/2024	\$6.62	Bolt
4993-678947	3/20/2024	\$4.59	Washer Fluid
Reference Number: 58143	CED - Consolidated Electrical Distributors, Inc	\$86.00	
9477-1071435	3/28/2024	\$86.00	Traffic Lamp
Reference Number: 58144	Christopher R Lanz Law Office LLC	\$820.00	
3A0114682	3/27/2024	\$200.00	Jason Correa
3A0533543	3/27/2024	\$200.00	Daniel McCable
3A0659861; 2A0094730	3/27/2024	\$220.00	Virginia Hanewinkel

Reference	Date	Amount	Notes
Reference Number: 58144 <u>4A0244571</u>	Christopher R Lanz Law Office LLC 3/27/2024	\$820.00 \$200.00	Tyler Schevenko
Reference Number: 58145 <u>SC61896</u>	Ferguson Portland Waterworks #3011 3/29/2024	\$25.36 \$25.36	Service Charge
Reference Number: 58146 <u>2024-G004</u>	Fitzjarrald Law Office 4/2/2024	\$7,000.00 \$7,000.00	Prosecutig Attorney Services
Reference Number: 58147 <u>116537</u> <u>116858</u> <u>117079</u>	Goldendale Tire Center 2/26/2024 3/14/2024 3/22/2024	\$526.59 \$231.07 \$231.07 \$64.45	Battery Battery Oil Change
Reference Number: 58148 <u>185575</u>	Goldendale Veterinary Clinic 3/18/2024	\$868.77 \$868.77	Blue Earls/ Rowdy Earls Impound& Cremation
Reference Number: 58149 <u>9073230659</u>	Grainger 4/2/2024	\$1,724.09 \$1,724.09	Cold Patch
Reference Number: 58150 <u>16658372</u>	H.D. Fowler 4/2/2024	\$1,358.10 \$1,358.10	Water Parts
Reference Number: 58151 <u>1048110753</u> <u>3028620926</u> <u>3060750934</u> <u>3066040841</u> <u>3078640931</u> <u>4025091133</u>	Holcombs Market 3/12/2024 3/5/2024 3/18/2024 3/20/2024 3/25/2024 3/5/2024	\$38.73 \$2.09 \$2.09 \$2.09 \$23.40 \$2.09 \$6.97	Ice Ice Ice Shop Supplies Ice WWTP Supplies
Reference Number: 58152 <u>Invoice - 4/10/2024 2:33:12 PM</u>	Klickitat County PUD 4/4/2024	\$11,008.83 \$11,008.83	Electric Utilities
Reference Number: 58153 <u>Invoice - 4/10/2024 8:23:07 AM</u>	Klickitat County Treasurer 4/30/2024	\$490.36 \$490.36	Property Tax
Reference Number: 58154 <u>297950</u>	Krystal L Smith 4/8/2024	\$1,675.00 \$1,675.00	Janitorial
Reference Number: 58155 <u>34800332563</u>	Les Schwab Tire Center 3/19/2024	\$44.11 \$44.11	Turf Tubeless

Reference	Date	Amount	Notes
Reference Number: 58156 <u>IN1939505</u>	Municipal Emergency Services Inc 9/25/2023	\$6,906.88 \$6,906.88	Fire Supplies
Reference Number: 58157 <u>2024-002</u>	NCW Chapter of ICC 3/22/2024	\$165.00 \$165.00	3rd day registration fee / Robert Thompson
Reference Number: 58158 <u>40305871</u>	Norco Inc 3/31/2024	\$54.65 \$54.65	Cylinder Rental
Reference Number: 58159 <u>501458</u>	North Central Laboratories 3/25/2024	\$129.29 \$129.29	Filter
Reference Number: 58160 <u>4039081</u>	One Call Concepts Inc 3/31/2024	\$28.08 \$28.08	Locates
Reference Number: 58161 <u>Invoice - 4/10/2024 3:21:34 PM</u>	Precision Service and Electric LLC 4/3/2024	\$40.73 \$40.73	Building Permit Refund #6823
Reference Number: 58162 <u>MSP-102741</u>	Radcomp Technologies 4/3/2024	\$6,988.64 \$6,988.64	
Reference Number: 58163 <u>4178-100001094</u>	Regional Transfer Company - 4178A 4/20/2024	\$8.37 \$8.37	transfer station dump
Reference Number: 58164 <u>6787</u>	Teresa D Johnson CPA Inc 3/30/2024	\$2,462.46 \$2,462.46	Compilation of Financial Statements
Reference Number: 58165 <u>094773</u> <u>094879</u> <u>094936</u> <u>095099</u> <u>095339</u>	Vic's Auto & Supply 3/12/2024 3/14/2024 3/14/2024 3/22/2024 3/22/2024	\$179.20 \$7.53 \$8.59 \$123.63 \$31.82 \$7.63	Tack Cloth Tape Starter Bolts, Nuts filter
Reference Number: 58166 <u>2024-BA0021121</u>	WA St Dept of Ecology 3/18/2024	\$1,721.49 \$1,721.49	Biosolids Annual Permit Fee
Reference Number: 58167 <u>1610219</u>	WA St Dept of Retirement Systems 3/29/2024	\$25.00 \$25.00	OASI Insurance 2023 Tax Year
Reference Number: 901748 <u>W534231</u>	HSA Bank Employee Plan Funding 4/4/2024	\$9.00 \$9.00	HSA Service Fee

Reference	Date	Amount	Notes
Reference Number: 901749 359-2024 3	Invoice Cloud 3/31/2024	\$292.00	
		\$292.00	Billor Portal Fee
Reference Number: 901750 Invoice - 4/10/2024 3:14:53 PM	PAYA 3/31/2024	\$1,703.35	
		\$1,703.35	Merchant Fees - March 2024
Reference Number: 901751 Invoice - 4/10/2024 3:56:03 PM	WA St Dept of Revenue 3/31/2024	\$8,316.81	
		\$8,316.81	Excise Tax March 2024

AGENDA BILL: H1

AGENDA TITLE: OBSERVATORY HILL FUEL REDUCTION

DATE: APRIL 15, 2024

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: Staff will be present to discuss.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**I MOVE TO APPROVE THE AGREEMENT BETWEEN THE CENTRAL KLICKITAT
CONSERVATION DISTRICT AND THE CITY OF GOLDENDALE AND AUTHORIZE
THE MAYOR OR HIS DESIGNEE TO ENTER INTO THE AGREEMENT.**

City of Goldendale Observatory Hill

Wildfire Fuel Reduction Project Landowner Agreement

Purpose of Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Central Klickitat Conservation District (District), who is undertaking a project (Project) funded by the State Conservation Commission (SCC), and the Landowner who owns the property on which the Project will take place. The District and Landowner mutually agree to participate in conducting the natural resource improvement activities described below.

Central Klickitat Conservation District

- Loren Meagher
- (509) 502-8325

City of Goldendale

- Pat Munyan
- (509) 773-3771

Property Description

- City owned property on Observatory Hill

Terms, Conditions and Responsibilities

District Agrees To

- Be responsible for the design and installation or completion of the project, and the conduct and activities of its staff, agents, and representatives within the scope of the project.
- Provide the Landowner(s) with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner(s) informed of progress.
- Conduct the Project-related activities described above in the Project Description.

- Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner(s).
- Hold harmless the landowner from any liability, including any negligence on the part of the landowner, associated from injuries or damages occurring to workers implementing the project.
- Ensure all applicable local, state, and federal permits are obtained for installation of the practice(s). District understands and agrees that construction or implementation must not occur until documentation of obtained permits is on file at the District.
- Ensure compliance with Executive Order (EO) 05-05 and SCC's Cultural Resources policy and provide required documentation to the SCC describing actions taken under the EO and policy.
- Identify the specific maintenance and/or monitoring activities that will be provided and performed by the District in Attachment A. Practice design life standards will apply for all USDA Natural Resources Conservation Service and SCC-approved practices.

Landowner Agrees To

- Authorize the District to install, construct or complete practices described in the detailed Specific Project Information in Attachment A to address identified natural resource issues on Landowner's property.
- Agrees to defend, indemnify and save harmless the District, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the District, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the applicant, his/her contractors, its successor or assigns, or its or their agent, servants, or employees, the District, its appointed or elected officers, employees or their agents, its appointed or elected officials or employees. It is further provided that no liability shall attach to the District by reason of entering into this agreement, except as expressly provided herein.
- Permit for the duration of the practices design life, on reasonable notice and request from the District, the inspection of the location, maintenance, and monitoring of the long-term condition of the practices.

- Provide annual proof of performance documentation as specified in Attachment A to the District on October 1 of each year, for the design life of each practice.
- Reimburse all or part, as prorated by the District, in addition to any other remedies available by law or in equity, if, before the expiration of each or any practice design life the contract is terminated due to any of the following:
 - Landowner destroys or fails to maintain the practices
 - Landowner relinquishes management or title to the land on which the practices have been established and the new owner/operator of the land does not agree, in writing, under the same terms applicable to the Landowner, the practices for the remainder of the design life.
- Agree that any and all photographs submitted to the District, or taken by the District, in relation to this project can and may be used for the purposes of reporting and/or displaying the results of the Project.

General Terms

This agreement may be terminated by the District, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing 30 days written notice to the other party. This Agreement does not authorize the District or SCC to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

Definitions

- Project: An investment of public funds to plan, design, permit, install, construct, and/or complete 1 or more defined practices on 1 or more properties.
- Practice: A defined, specific activity to be performed or constructed according to approved standards and specifications published by the USDA Natural Resources Conservation Service (NRCS) or SCC for the purpose of addressing a natural resource concern(s). See Specific Project Information in Attachment A.
- Conservation District (District): Special purpose district authorized by RCW 89.08 to assist in the conservation of natural resources in Washington State.
- Landowner: Person or persons with legal title to, and control over, the property where the practice(s) will be implemented. This person or persons must sign this contract before any work commences on their property.
- Natural Resource Concern: An opportunity to sustain or enhance soil, water, air, plants, animals, humans and energy.

- Practice Code: A code assigned to a practice, established and published by the USDA Natural Resources Conservation Service in the Field Office Technical Guide.
- Practice Design Life: The described and expected life of a practice if installed correctly, and maintained in accordance with the accompanying management plan.
- Proof of Performance: An agreed to a method of communicating the ongoing retention, maintenance or operation of a practice between the District and the Landowner. See Specific Project Information in Attachment A.
- District Authorized Signatory: Person identified by the District authorized to obligate the District and reflected on an Authorized Signature Form on file at SCC.

Signatures & Dates

Central Klickitat Conservation District Authorized Signatory:

Date:

Printed Name: Loren Meagher

City of Goldendale Authorized Signatory:

Date:

Printed Name:

Attachment A: Specific Project Information

1. Describe the resource concerns to be addressed by the project activities on Landowner's property.

Excessive fuel loading in the Wildland Urban Interface creating increased fire hazard.
Overstocked stands of Ponderosa Pine trees increasing competition for resources and resulting in degraded tree health and vigor.

2. Describe the practices to be installed on Landowner's property including NRCS practice code(s) and practice design life.

Fuel Break (383) – Design Life = 10 Years

Fuel Break installation requires tree thinning, treating woody residue, and pruning by hand. Treating woody residue (piling/burning, lop and scatter or chipping), is done by hand crew. Resource concerns are degraded plant condition - wildfire hazard, excess biomass accumulation & undesirable productivity and health. Wildfire hazard reduction is the main resource concern being treated and efforts will focus on fuel breaks on the following types of sites: 1) within the high to extreme risk areas of the Wildland Urban Interface; 2) within 100' of publicly accessed vehicular roads; (c) within 200' of neighbors residence or out buildings or within 200-500' of public use areas. Most of the slash 3"+ in diameter is removed from the fuel break. Fuels may be disposed of by burning or chipping.

Tree/Shrub Pruning (660) – Design Life = 10 Years

Fuels reduction/wildfire risk reduction is the primary purpose. Treatment will be applied within the high to extreme risk areas in the Wildland Urban Interface. Extreme Fire Hazard conditions include: i) areas within 100' of a publically used road or railroad tracks; ii) areas within 200-500' of buildings belonging to neighbors; iii) or within 200-500' of public use areas. Pruning height will range from 6 to 12' with 6 to 10' the usual target height. Standing dead trees will be removed with exception to those that have broken tops, these trees shall remain for wildlife habitat. Fuels may be disposed of by burning or chipping. This scenario is separate from 383 Fuel Break.

Woody Residue Treatment (384) – Design Life = 10 Years

Treating an area of forest slash to reduce hazardous fuels and the risk of insect and disease, improve organic matter and reduce erosion while improving water quality. Slash is treated both by hand (cutting, lopping, piling, etc.) and mechanically (masticating, chipping, etc.).

AGENDA BILL: H2

**AGENDA TITLE: CLEAN ENERGY FUND'S
ELECTRIFICATION OF TRANSPORTATION
SYSTEMS**

DATE: APRIL 15, 2024

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ **X** _____

RESOLUTION _____ OTHER _____

MOTION **X** _____

EXPLANATION:

Kaitlyn from Washington State Department of Commerce will be on Zoom to go over the contract with the Department of Commerce regarding the clean energy funds electrification of transportation systems Contract No 24-92201-018 for Town House Café EV Charging station.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**I MOVE TO APPROVE THE MAYOR TO SIGN THE CONTRACT AGREEMENT WITH
THE WASHINGTON STATE DEPARTMENT OF COMMERCE**



Capital Agreement with

City of Goldendale

through

Clean Energy Fund's Electrification of Transportation Systems

**Contract Number:
24-92201-018**

For

Town House Café EV Charging

Dated: Monday, January 15, 2024

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Face Sheet

Contract Number: 24-92201-018

**Washington State Department of Commerce
Energy Division – Energy Programs in Communities
Clean Energy Fund – Electrification of Transportation Systems Program**

1. Contractor City of Goldendale 1103 S. Columbus Goldendale, WA 98620		2. Contractor Doing Business As (as applicable)	
3. Contractor Representative Dave Jones Mayor City of Goldendale 509-250-6670 djones@ci.goldendale.wa.us		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Kaitlyn Sledge Program Manager 360-725-5084 cef@commerce.wa.gov </div> <div> 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525 </div> </div>	
5. Contract Amount \$278,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date January 15, 2024	8. End Date June 30, 2026
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001249	11. SWV # SWV0009871-00	12. UBI # 202-000-0035	13. UEI # MK5FM2RBBJS4
14. Contract Purpose One Level 2 and one 100 kW Level 3 Direct Current Fast Charger (DCFC) EV charging station will be built at the Town House Café as part of a charging network along US 14 and SR 97. City of Goldendale is collaborating with two other ETS grantees - City of Bingen and Port of Skamania County - to install a total of five chargers in southern Washington.			
COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, and Attachment "D" – Proviso.			
FOR CONTRACTOR <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Dave Jones, Mayor</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Date</div>		FOR COMMERCE <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Michael Furze, Assistant Director, Energy Division</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Date</div> <div style="margin-top: 20px;"> APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE </div>	

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION

Legal Name:	City of Goldendale
Agreement Number:	24-92201-017
Award Year:	2024
State Wide Vendor Number:	SWV0009871-00

PROJECT INFORMATION

Project Title:	Town House Café EV Charging
Project Address:	1040 E. Broadway Street
Project City:	Goldendale
Project State:	WA
Project Zip Code:	98620

GRANT INFORMATION

Grant Amount:	\$278,000
Non-State Match (1:X)	\$27,800 (1:10)
Type of Match Accepted:	Cash
Earliest Date for Reimbursement:	1/15/24
Time of Performance:	1/15/24 – 6/30/26

Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONS, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #3 Billing Procedures and Payment)

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

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone. However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

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

Disallowed Costs

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

2. INSURANCE (Replaces Special Terms and Conditions Section #6 Insurance)

The Contractor shall provide insurance coverage as set out in this SECTION. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required and requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

3. SUBCONTRACTING (Replaces General Terms and Conditions #37 Subcontracting)

The Grantee may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Grantee Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

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

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

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

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

Special Terms and Conditions

1. CONTRACT MANAGEMENT

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

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

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$278,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, and Attachment B, Budget.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.

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

4. **BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT)**

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

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number _____. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.~~

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

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

Invoices and End of Fiscal Year

~~Invoices are due on the 20th of the month following the provision of services.~~

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.~~

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

Duplication of Billed Costs

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

Disallowed Costs

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

~~COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).~~

5. **SUBCONTRACTOR DATA COLLECTION**

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

6. **HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor

shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

7. INSURANCE (Replaced by Program Specific Terms and Conditions #2 INSURANCE)

~~The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.~~

~~The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.~~

~~The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration~~

~~of each policy required under this section.~~

~~The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.~~

~~The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:~~

~~**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.~~

~~**Cyber Liability Insurance:** The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.~~

~~**Automobile Liability.** In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.~~

~~**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.~~

~~**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:~~

- ~~A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.~~
- ~~B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.~~

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions

- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor 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 telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

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

11. CONFORMANCE

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

12. CONFLICT OF INTEREST

Contractor must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Contractor must comply with the following minimum requirements:

- A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.
- B. If the Contractor has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Contractor must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

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

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

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

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

COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

14. DISALLOWED COSTS

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

15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. DUPLICATE PAYMENT

Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

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

18. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

21. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the term of this Agreement, GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract 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.

30. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

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

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

32. RECORDS MAINTENANCE

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

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

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

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

35. SAVINGS

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

36. SEVERABILITY

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

37. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #3 SUBCONTRACTING)

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

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

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

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

38. SURVIVAL

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

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

40. TERMINATION FOR CAUSE

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

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

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

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

41. TERMINATION FOR CONVENIENCE

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

42. TERMINATION PROCEDURES

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

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

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

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

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

would have been required to be furnished to COMMERCE;

- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

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

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

44. WAIVER

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

Attachment A: Scope of Work

Project Overview:

City of Goldendale and Energy Northwest will install one Level 2 charger and one DCFC charger at the Town House Café in Goldendale, Washington. The chargers will be operated by Energy Northwest and will be available for public use. The site is located in close proximity to SR-14 and will be a convenient location for travelers. The increased number of tourists stopping to use the chargers is expected to also benefit local businesses.

This project will address the limited EVSE currently available in Klickitat County and will create a network of publicly available EV chargers, accompanied by the simultaneous EV charging installations in the Cities of Bingen and Stevenson.

Project Development, Design, Permitting:

Project Design: The site for the project has already been determined based on traffic count data and the close proximity to SR-14. Energy Northwest will hire an Engineering firm to design and develop the site plans and obtain necessary permits.

Construction: A subcontractor will be selected by Energy Northwest through a competitive bid process to construct the site. The contractor will install the EV chargers, concrete pads, and work closely with the PUD to install needed electrical switchgear and transformer.

Community engagement and outreach: Through calls and letters of support, community members have already voiced a desire for EV charging options. Continuing engagement will include discussions at City Council meetings, where community feedback will be encouraged.

Equipment Procurement and Delivery:

One Level 2 charger and one 100kW DCFC charger will be installed. All equipment installed will have a lifespan of at least five years, and will include a minimum one-year network and maintenance plan.

Utility Upgrades: Energy Northwest will be purchasing the materials related to utility upgrades, which will include line extensions, new transformers, conduit and electrical cable, integrated panelboards, meter bases, and electrical switchgear. Transformer upgrades will also be done, if needed to support the chargers.

Construction and Commissioning:

Once construction is complete, the construction subcontractor will coordinate with Energy Northwest and the charger manufacturer to test and commission the charger for use. The charger will be available on the Department of Energy's Alternative Fuels Data Center (AFDC).

Measurement and Verification:

Once the chargers are online, usage data will be collected and a six-month summary report will be provided as part of the Final Report. The final report may also include a summary of the work that was completed for this project, adjustments that were made, feedback received from community engagement, or lessons learned.

Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Applicant Match	Commerce Grant Amount
A	Project Development	Engineering drawings, site plans	Q3 2024	\$2,800	\$86,000
		Utility agreements			
		Executive Order 21-02 DAHP response			
B	Procurement	Invoice of charging equipment (One 100 kW DCFC and one Level 2 charger)	Q4 2024	\$5,000	\$86,000
		Network and maintenance plans			
C	Equipment Delivery, Installation, and Construction	Permits	Q1 2025	\$15,000	\$86,000
		Invoices related to construction and commissioning			
		Invoices for highway sign installation			
		Commissioning: Alternative Fuels Data Center screen print			
D	Measurement and Verification	Final Report with 6 months usage data	Q2 2026	\$5,000	\$20,000
Total			Total	\$27,800	\$ 278,000

Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
4. Invoice projection sheet for grant expenditures.

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Attachment D: Proviso

2021 Enacted Capital Budget

Substitute House Bill 1080, section 1064 – Clean Energy V

(11) \$5,550,000 of the state building construction account—state appropriation is provided solely for grants to demonstrate innovative approaches to electrification of transportation systems.

(a)(i) \$3,000,000 of the appropriation is provided solely for competitive grants, prioritizing projects that:

(A) Demonstrate meaningful and enduring benefits to communities and populations disproportionately burdened by air pollution, climate change, or lack of transportation investments;

(B) Beneficially integrate load using behavioral, software, hardware, or other demand-side management technologies, such as demand response, time-of-use rates, or behavioral programming;

(C) Accelerate the transportation electrification market in Washington using market transformation principles; or

(D) Develop electric vehicle charging and hydrogen fueling infrastructure along highways, freeways, and other heavily trafficked corridors across the state to support long-distance travel.

(ii) Projects must be implemented by local governments, federally recognized tribal governments, by public and private electrical utilities that serve retail customers in the state, or state agencies. Eligible parties may partner with other public and private sector research organizations and businesses in applying for funding. The department shall consult and coordinate with the Washington state department of transportation on project selection and implementation. The department shall also coordinate with other state agencies that have other electrification programs, in order to determine to optimally accomplish each agency's respective policy and program goals.

(iii) Projects must be related to on-road end-uses and nonmaritime off-road uses.

(iv) Eligible technologies for these projects include, but are not limited to:

(A) Battery electric vehicle supply equipment;

(B) On-site generation or storage, where the technology directly supplies electricity to the electric vehicle supply equipment;

(C) Electric grid distribution system infrastructure upgrades, where the upgrade is needed as a result of the installed electric vehicle supply equipment;

(D) Hydrogen refueling station infrastructure that:

(I) Dispenses renewable hydrogen or hydrogen produced in Washington with electrolysis; and

(II) Aligns with the 2021 state energy strategy's recommended uses of hydrogen in the transportation sector.

AGENDA BILL: I1

AGENDA TITLE: AIRPORT AID APPLICATION

DATE: APRIL 15, 2024

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____ X

RESOLUTION_____ OTHER_____

MOTION_____ x

EXPLANATION: Rick Lundin will be presenting.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION NO 721 AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE GRANT APPLICATION DOCUMENTS WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE AIRPORT AERONAUTICS GRANT

City of Goldendale
Resolution # 24-721
By the Goldendale City Council
April 15, 2024
Washington State Department of Transportation (WSDOT)
Aeronautics Grant Application

WHEREAS, the City of Goldendale owns and operates the Goldendale Municipal Airport, and

WHEREAS, the City Council recognizes the need to widen the runway to accommodate aircraft operations, and

WHEREAS, the City Council supports the agreement and application with WSDOT for financial assistance for this project, and

WHEREAS, the WSDOT grant amount equals 95% of the project total, and the City is responsible for 5% of the project total, and

WHEREAS, the City has sufficient matching funds available to support this grant.

NOW THEREFORE BE IT RESOLVED by the Goldendale City Council, to authorize the City Administrator's signature on grant application documents to the Washington State Department of Transportation, and to dedicate sufficient funds as needed to meet grant requirements.

Adopted this 15th day of April 2024 by the GOLDENDALE CITY COUNCIL.

Approved:

Pat Munyan, City Administrator

Date Signed

Airport Aid Application

"A Steward for Washington's Aviation System"

7702 Terminal Street SW
Tumwater, Washington 98501-7264

Date of Request

1 Applicant: City of Goldendale Applicant's Authorized Representative: Name: Pat Munyan Title: City Administrator Address: 1103 S Columbus Address 2: City: Goldendale State: WA Zip: 98620 Phone: (503) 773-3771 Cell: Email: pmunyan@ci.goldendale.wa.us	2 Project to be Managed by: Company: Precision Approach Engineering, Inc. Name: Corley McFarland Address: 5125 SW Hout St Address 2: City: Corvallis State: OR Zip: 97333 Phone: (541) 754-0043 Cell: (541) 740-0289 Email: cmcfarland@preappinc.com <i>Find your legislative and congressional district at: http://app.leg.wa.gov/districtfinder/</i>						
3 Airport: Goldendale Municipal Airport FAA Classification: N/A (Non-NPIAS airport) Legislative District: 14th <input type="checkbox"/> NPIAS <input checked="" type="checkbox"/> Non-NPIAS State Classification: Local Congressional District: 3rd							
4	No.	Project Name and Description (list in order of priority)	Total Project Cost	Local Funds	Aviation Division Funds	Federal Funds	Other Funds (Name Source)
	1	Runway 7-25 Widening - Phase 1	785,000.00	39,250.00	745,750.00	0.00	
	2	Design and construct widening of Runway 7-25 from 40' to 60' width.					
	3						
Totals			785,000.00	39,250.00	745,750.00	0.00	0.00
5 Does the airport have an up-to-date Master Plan or ALP Narrative Report? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date: 3/1/2006 Does the airport have an approved Airport Layout Plan (ALP)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date: 11/1/2005 Was annual requirement to review and update Airport Information System (AIS) data met for the preceeding calendar year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Does the airport sponsor have policies to reduce greenhouse gas emissions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If yes, submit a copy of the policies. Submitting copy via: <u>Emailing - Electronic Document</u> Submit signed acceptance of <u>Airport Aid Grant Assurances</u> . Submitting signed grant assurances via: <u>Emailing - Electronic Document</u> <u>Emailing - Electronic Document</u> Submit adopted resolution; 1) Authorizing submittal of grant application, 2) Stating matching funds are available, and 3) Support of elected officials. Submitting copy via: <i>*Does not apply to private airport sponsors</i>							
6 Signature of Applicant's Authorized Representative <i>*A signed application is not required when the airport's authorized representative submits the completed application (fillable form .pdf document) by email.</i>							

AGENDA BILL: J1

AGENDA TITLE: ORDINANCE 1537

DATE: APRIL 15, 2024

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: An ordinance repealing GMC chapter 13.05 utility rate reduction for low-income elderly persons in its entirety and replacing with a new chapter 13.05 utility rate reduction.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE ORDINANCE 1537 UTILITY RATE REDUCTION FOR LOW INCOME ELDERLY PERSONS.

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

ORDINANCE NO. 1537

AN ORDINANCE OF THE CITY OF GOLDENDALE, WASHINGTON, REPEALING GOLDENDALE MUNICIPAL CODE (GMC) CHAPTER 13.05 UTILITY RATE REDUCTION FOR LOW INCOME ELDERLY PERSONS IN ITS ENTIRETY AND REPLACING WITH A NEW CHAPTER 13.05 UTILITY RATE REDUCTION FOR LOW INCOME ELDERLY PERSONS.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON DO ORDAIN AS FOLLOWS:

Chapter 13.05

UTILITY RATE REDUCTION FOR LOW INCOME ELDERLY PERSONS

Sections:

- 13.05.010 Definition of elderly.
- 13.05.020 Definition of low income.
- 13.05.030 Eligible housing.
- 13.05.040 Annual filing.
- 13.05.050 Application documentation.
- 13.05.060 Rate reduction qualifications.
- 13.05.070 Utility rate reduction.

13.05.010 Definition of elderly.

For the purposes of this chapter, elderly persons are defined as those individuals sixty-two years of age or older, on or before January 1st, of the exemption year. Proof of age shall be required at the time of application. (Ord. 1322 §§1, 2(part), 2004)

13.05.020 Definition of low income.

For the purposes of this chapter, low income is described as follows: Total household income of ~~Forty One~~Forty-One Thousand Two Hundred dollars or less. Income shall include earned income as well as retirement income, social security benefits, disability benefits, investment income, interest income, capital gains and net rental income from real estate. Assets shall not exceed five thousand dollars, exclusive of one vehicle and the residence for which application is made. (Ord. 1322 §§1, 2(part), 2004)

13.05.030 Eligible housing.

At the ~~time~~time of application, the person making the claim must reside in the premises for which the rate reduction claim is being made.

The premises for which ~~application~~the application is made must be located within the city limits of the city and have a water service through one meter to a ~~single family~~single-family residence. (Ord. 1322 §§1, 2(part), 2004)

13.05.040 Annual filing.

Application for utility rate reduction pursuant to this chapter shall be filed annually between February 1st to April 15th using the previous calendar year income figures. Certification will be made by the Klickitat County senior services. If customers move, they will need to reapply. (Ord. 1322 §§1, 2(part), 2004)

13.05.050 Application documentation.

The clerk-treasurer may request the applicant to provide documentation in support of the affidavit and the applicant shall provide the clerk-treasurer with any documentation requested prior to approval of the applicant by the clerk-treasurer. (Ord. 1056 §§1(part), 6, 1990)

13.05.060 Rate reduction qualifications.

~~Low income~~Low-income elderly shall be entitled to the utility rate reduction defined in Section 13.05.070. The clerk-treasurer shall determine whether the applicant is qualified for a utility rate reduction under this chapter and shall provide written notification to the applicant of this decision. (Ord. 1056 §§1(part), 7, 1990)

13.05.070 Utility rate reduction.

Applicants deemed qualified by the clerk-treasurer shall receive a credit upon their accounts according to the table below (~~rate reduction will apply to water/sewer billings beginning May 1, 2011~~):

Yearly Income	Discount
\$14,761 or less	40 percent
\$14,762 - 29,760	30 percent
\$29,761 - 32,960	20 percent
\$32,961 - 41,200	10 percent

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PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF GOLDENDALE, WASHINGTON, AT A REGULAR OPEN PUBLIC MEETING THEREOF, THIS _____ DAY OF _____, 2024.

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APPROVED:

David Jones, Mayor

ATTEST:

Sandy Wells
Clerk-Treasurer