



CITY OF MATTAWA
COUNCIL MEETING AGENDA
December 21, 2023
5:30 P.M.

Call to Order:

Roll Call: Mayor Maria Celaya, Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta, Alex Heredia, Fabiola Hernandez, Wendy Lopez

I. Additions/Approval of Agenda:

II. Public Comments

III. Presentations:

- Mattawa Comprehensive Plan Update

IV. Consent Agenda/Informational:

- Cargo Containers – Corrales Letter
- Minutes- Council Meeting 12.07.23
- Gray & Osborne Project Summary 12.13.23
- Liquor License Renewal – BK Food Mart & Mattawa Shell Gas Station
- 2023 Claims EFT & Checks Approval #20178-20204 - \$64,646.80
- 2023 Payroll EFT Approval #31905-91910 - \$12,300.01

V. Reports:

Mayor Report

Council Report

Police Department Report

- Livescan Update

Public Works Department Report

VI. Council, Items for Motion (Old Business):

1. None

VII. Council, Items for Motion (New Business):

1. SCJ Alliance 2024-2026 On-Call Planning Services Agreement
2. Cargo Containers Discussion
3. Resolution No. 23.12.19 AWC Trust Benefits & Agreement (Guild Employees)
4. Mayor Pro – Tem; Councilman Acosta Discussion
5. Oaths of Office
6. Basketball Court Project Sidewalk Paving
7. RCO Grant Agreement
8. Library Building Use & Maintenance Agreement

VIII. Adjournment:

Dear city of Mattawa,

The purpose of this letter to inform the city of Mattawa or Mayor that I Rosa Maria Corrales am appealing code violation (MMC) chapter 9.28 Cargo containers as I am well within my rights to do so in accordance to (MMC) chapter 1.30.115. I am asking the city and or mayor to please reconsider or modify the action required to remove the cargo container. I am in full agreement of the towns efforts to improve the visual appearance as stated in chapter 9.28.040.(MMC). The purpose of the cargo container located at 417 Government rd. is to do just that. Instead of having commercial equipment and other personal belongings laying scattered around the property truly affecting the visual appearance of Mattawa, like so many of the other businesses and houses around the community do. I have decided that I could help the visual appearance of my community by coming up with a simple, efficient, and orderly solution by renting a brand new, cargo container to securely, and safely store equipment and belongings of my business. As you can see in the evidence provided, other businesses like True Value and even Wahluke school district have already done the exact same thing adopting the exact same solution renting or buying cargo containers for years. Even though Wahluke school district and the other locations provided are not in the city limits. They are literally within 50ft or less of Mattawa and its city limits and very noticeably within the visual appearance of the town. Other business owners in the town have already reached out to me personally and commented saying the container is a simple easy solution and they too would like to adopt the solution in order to clear the clutter and mess found regularly around properties in Mattawa. Cargo containers are no stranger to the bigger cities. Next time you drive into a city like Yakima, Moses Lake, Othello, Tri-Cities, Ephrata take a look, containers are spread out entirely. Standing right next to or behind big businesses like Walmart, Costco, Home Depot, and even around the smaller businesses that have a similar problem and want to help keep a cleaner more secure looking community. The action I would like the city and or mayor to take is to reverse modify or set aside code 9.28.020. and instead allow code 9.28.040 to come into effect and allow the containers that are already in place to stay. Now that the sole purpose of those in place already are

please reconsider the removal of the container as I always seek the best interests of my community and would like to keep a safer cleaner appearance around the town. I highly doubt that the community would rather see a scattered mess behind my business rather than inside a beautiful new container as mentioned to me by residents and business members. The container also serves as an extra security measure. Theft and burglary are a rising problem in the community and I know that MPD can't be everywhere at the same time. I feel that my valuables are better protected inside the container rather than left outside with only a chain link fence. If it is truly the cities intention to look out for the visual appearance of Mattawa, I would suggest focusing more on the graffiti and garbage problem we have around the town. These are the things that actually affect the towns appearance. I hope this letter helps resolve this small issue and we can continue moving forward.

Please contact me at rcorrales1973@gmail.com or (509) 830-4112 if the city requires any further information. Thank you



CITY OF MATTAWA

■ 521 E. Government Road ■ Mattawa, Washington 99349 ■ 509.932.4037

Tacos La Parilla
417 Government Rd
Mattawa WA. 99349

Parcel:030241000

November 30th, 2023

Re: MMC Chapter 9.28 Violation
Dear Property owner,

This letter is to inform you that it has come to the City of Mattawa's attention that you are in violation of Mattawa Municipal Code (MMC) Chapter 9.28 Cargo Containers.

Code Violation:

Mattawa Municipal Code Section 9.28.020 states "No person, partnership, joint venture, or corporation shall permanently locate any container formerly used for transporting sea-going cargo, railroad cars, cabooses, semi-trailers when intended to be used as storage facilities, or any other unit which slides off a chassis or frame including a body, box or unit which is removed from a chassis when intended to be used as storage facilities on any property within the town."

We are seeking voluntary compliance with this violation. Please remove the cargo container from your property by **December 15th, 2023**. Failure to do so may result in possible fines. If you have any questions, please contact me at 509-932-4037 or email jahernandez@cityofmattawa-wa.gov.

Sincerely,

Jazmin Hernandez

Deputy Clerk



CITY OF MATTAWA

■ 521 E. Government Road ■ Mattawa, Washington 99349 ■ 509.932.4037



Chapter 9.28

CARGO CONTAINERS

Sections:

9.28.010 Purpose and intent.

9.28.020 Prohibiting permanent placement of containers and similar structures within the town.

9.28.030 Temporary placement of containers and similar structures within the town upon a conditional use permit.

9.28.040 Containers now located in the town.

9.28.050 Violation-Penalty.

9.28.020 Prohibiting permanent placement of containers and similar structures within the town.

No person, partnership, joint venture, or corporation shall permanently locate any container formerly used for transporting sea-going cargo, railroad cars, cabooses, semi-trailers when intended to be used as storage facilities, or any other unit which slides off a chassis or frame including a body, box or unit which is removed from a chassis when intended to be used as storage facilities on any property within the town.

(Ord. 357 §2, 1998).

9.28.040 Containers now located in the town.

Containers formerly used for transporting sea-going cargo, railroad cars and cabooses, semi-trailers when intended to be used as storage facilities, or any other unit which slides off a chassis or frame including a body, box or unit which is removed from a chassis which is intended to be used as a storage facility, which are already in place and located in the town, the location and placement of which are in violation of this chapter, may be allowed to remain in place upon such conditions imposed by the planning commission including but not limited to conditions to insure the adjoining property owners and the public are screened from any unsightly placement of such a device, and keeping in mind the efforts of the town to improve the visual appearance of the town. If the use of such device is

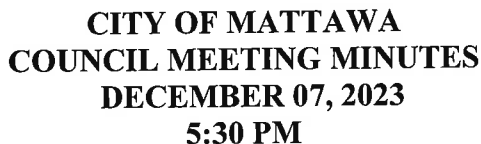
discontinued, it shall not again be permitted at the same location, unless on a temporary basis as hereinabove provided.

(Ord. 357 §4, 1998).

9.28.050 Violation-Penalty.

Failure to comply with any provision of this chapter shall subject the violator to a penalty of up to thirty-seven dollars and fifty cents per day for each day the violation continues.

(Ord. 357 §5, 1998).



**CITY OF MATTAWA
COUNCIL MEETING MINUTES
DECEMBER 07, 2023
5:30 PM**

The council meeting was called to order by Mayor Maria Celaya at 5:34 p.m. Council members present were Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta, Alex Heredia. M/s; Acosta / Hwang motion to excuse Fabiola Hernandez & Wendy Lopez. Motion carried.

Staff present –Police Chief Robert Salinas, Public Works Worker Jose Reyes, City Clerk Anabel Martinez

Others Present: City Attorney Katherine Kenison, Rachelle Bradley (SCJ Alliance), Seattle University, Universiada Iberamericana Puebla, Radio Huayacocotla representatives, Pam (South Grant County Chamber of Commerce), Barabara Walters (NCW Libraries)

I. Additions/Approval of Agenda:

**** M/s; Berghout / Barajas motion to add to agenda executive session on RCW 42.30.110 section 1g review performance of public employee. Motion carried.**

** M/s; Acosta / Barajas motion to approve tonight's agenda. Motion carried.

II. Public Comments

**** Pam with South Grant County Chamber of Commerce is just here to learn tonight.**

III. Presentations: CAD Homes Update

H2A Workers in Mattawa Presentation a

** Dr. Audrey Hudgins and representatives gave an overview presentation on a survey that they conducted a few months back. A few findings in the report were that the Mattawa community generally views H-2A workers as economically necessary, but community members expressed the presence of H-2A workers evokes safety concerns, specifically around alcohol consumption. Some key recommendations in response to the findings were to provide a welcome orientation to all H-2A workers upon arrival and introduce city laws and important information like resources.

****Councilmember Acosta thanked them for coming down and spending time with us.**

**** Clair Weiner really enjoyed her time in Mattawa, she liked the Tiddaly Diddaly ice-cream. Cullin & Guillermo agreed with her.**

**** "Muy Impresionante" Dr. Audrey Hudgins expressed from the people & Mattawa.**

Mattawa / NCW Libraries Presentation – Barbara Walters

**** Mrs. Walters gave a brief presentation on the budget and demographics of the library district. The district is requesting a renewal agreement with a reimbursement rate for 2024 of \$4.00 per sq. ft. of the library. The council's concern is that the reimbursement rate does not fully cover the janitorial and maintenance of the building. Mrs. Walters said the intent was not to fully cover expenses but to assist with some expenses, it is the responsibility of all the cities within the district to cover remaining expenses. Councilman Acosta had concerns on the city's general fund budget needed to cover additional expenses after city taxpayers already pay taxes for library use. His concern was "double taxing" the residents.**

**** Council is willing to renew for one year only, until there is more guidance of a solution to this.**

VI. Consent Agenda/Information

- Minutes- Council Meeting 11.16.23
- Gray & Osborne Project Summary 11.27.23
- SCJ Alliance Project Update 12.07.23
- Liquor License Renewal – Mattawa Mart
- 2023 Claims EFT & Checks Approval #20148-20177 - \$344,936.18
- 2023 Payroll EFT & Checks Approval #31905-31910 - \$106,516.25
- Treasurer Report

**** Approval of Claims, Prepaid Claims and Payroll Vouchers audited and certified by the City Clerk as required by RCW 42.24.080, and those expense reimbursement claims, certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the Council for approval and is retained for public inspection at city hall.**

**** As of December 07, 2023, the Council approved payment of 2023 Claims EFT & checks approval #20148-20177 in the amount of \$344,936.18, 2023 Payroll EFT & checks approval #31905-31910 in the amount of \$106,516.25.**

**** M/s; Acosta / Berghout motion that bill, checks, payroll, 11.16.23 meeting minutes, treasurer report be approved. Motion carried.**

V. Reports:

Mayor's Report

**** Parade tomorrow at 6 pm, afterwards the Yakima lighted trucks will go to Desert Aire.**

- ** Winter festival on December 14th from 5 to 7pm. Winter concert after festival at 7pm. There will be food distribution during the festival.
- ** PROS Plan meeting with committee yesterday, more community participation needed.
- ** TIB Grant not awarded.
- ** The city received a 5k check from CBHA for parks and rec.

Council Report

- ** None.

Police Department Report

- ** Mattawa will be participating with shop with the cop.
- ** December 19th – 3 children will be selected with the assistance of the Wahluke school district.
- ** Alejandro is just about done with FTO.

Public Works Department Report

- ** WWTF Improvement project is ongoing, the pour / framing of the two clarifiers is almost complete.
- ** Pothole repair was done on the south side of town.
- ** we had our 1st snowfall; I think it caught everyone by surprise.
- ** Will be closing down Government Rd. tomorrow at 6:30pm for the parade.

VI. Council, Items for Motion (Old Business):

None.

VII. Council, Items for Motion (New Business):

1. SCJ Alliance Memo – Sonrise Orchards PUD Plat Extension
M/s; Acosta / Berghout motion to approve this extension. Motion carried.
2. Progress Estimate 5 – WWTF Improvements
M/s; Acosta / Barajas motion to approve this progress. Motion carried.
3. MPD Expenditure – Police Vehicle Upfitting
M/s; Berghout / Barajas motion to approve this expenditure. Motion carried.
4. Ordinance 23-688 Final Budget Amendment 2023
M/s; Acosta / Berghout motion to approve this ordinance. Motion carried.
5. Ordinance 23-689 Adoption Budget 2024
M/s; Berghout / Barajas motion to approve this ordinance. Opposed, Acosta. Motion carried.

- 6. AWC Drug & Alcohol Consortium Agreement**
M/s; Acosta / Berghout motion to approve this agreement. Motion carried.

VIII. Executive Session: RCW 42.30.110
(1g) To review performance of public employee.
Started at 7:20pm for 15 minutes.
Executive Session ended at 7:35 pm.
No decision was made.

IX. Adjournment:

The council meeting was adjourned at 7:36 P.M. M/s; Berghout / Barajas. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

Gray & Osborne/City of Mattawa Project Summary (12/13/23)

Development Projects

Hwang Subdivision – Mike Meskimen, Julio Renteria

Project Number: 21845.05

Funded: Developer Contributions

- Preliminary subdivision approval granted
- Future development agreement required
- No active review requirements
- **Currently undergoing environmental review process**

Bodrero Development – Mike Meskimen, Nancy Wetch

Project Number: 21845.07

Funded: Developer Contributions

- Preliminary subdivision review period complete
- **Developer updating conceptual plans based on City feedback**

Mattawa Community Medical Clinic – Julio Renteria, Mike Meskimen

Project Number: 21845.11

Funded: Developer Contributions

- **No active review requirements**

WGL Mattawa Slope Phase III – Mike Meskimen, Jamin Ankney

Project Number: 21845.12

Funded: Developer Contributions

- **Progress has started on the Phase III of this project**
- **G&O reviewed building permit documents and provided comments**

Lopez Subdivision – Jamin Ankney, Mike Meskimen

Project Number: 21845.15

Funded: Developer Contributions

- **G&O reviewed subdivision and provided comments.**

Transportation Projects

Government Road Multi-Use Pathway – Julio Renteria, Mike Meskimen, Russ Powers (funding)

Project Number: 20854

Funded: CDBG/City Funds (Developer Contributions)

- 10-foot-wide path from Steven Street to Mansion.
- **Construction closeout ongoing**
- **Total Budget: \$715,000**

Riverview Avenue Improvements

Project Number: 23844

Project Completion: TBD

Funded: TIB

- Design completed
- Bid received was significantly over the City's budget
- Considering options for the project
- **Total Budget: \$100,000**

TIB Applications – Mike Meskimen, Julio Renteria, Michael Woodkey

Project Number: OH230.42

- Applications were due August 11, 2023
- Funding was not awarded.
- City will likely receive a different TIB funding offer in the next year.

Government Road Feasibility Study Update – Mike Meskimen, Julio Renteria, Michael Woodkey

- Cost ranges for update provided by G&O
- City to determine next steps desired
- City may budget this effort for next year

Water System Projects

Water System Plan – Jamin Ankney, Jared McMeen

Project Number: 20854

Project Completion: November 2023

Funded: City Water Fund

- Completed response to all DOH comments
- DOH has approved, but discussion of approval conditions is needed.
- **Total Budget \$62,700**

Well 2 Rehabilitation – Jared McMeen, Steve Wagner, Jamin Ankney, Aspect Consulting

Project Number 22867

Project Completion: September 2023

Funded: City Water Fund

- Rehabilitation efforts are ongoing
- Work is substantially complete
- Initial pump test results were positive
- Aspect Consulting has prepared a summary report and recommendations based on rehabilitation results
- **Engineering Budget: \$266,237 (combined between rehabilitation and design)**
- **Construction Budget: \$157,000**

Well 2 – Re-equipping Design – Jared McMeen, Jamin Ankney

Project Number 22867

Project Completion: June 2024

Funded: City Water Fund

- Design will be ongoing throughout the winter and spring.
- **Total Budget: \$266,237**

Re-equipping Well 2 Construction/Well 5/Pressure Zone Improvements – Jamin Ankney, Jared McMeen, Russ Powers (funding)

- Applied for Congressional Funding Application – May receive funding
- Applied for Legislative Appropriation – Did not receive funding
- Applied to CDBG – Did not receive funding
- Applied to PWB – Received funding
- Applied to DWSRF – Funding application is under DOH review.
- Added SCADA upgrades to funding application to DWSRF
- **Total Budget: \$7,000,000**

Future/Pending Water System Projects

Water Rights – Aspect Consulting, Jamin Ankney

- **Total Budget: Not an active project**

Reservoir Project – Jamin Ankney, Myron Basden

- Coating Project
- Reservoir No. 1 – No need to evaluate until 2029.
- Reservoir No. 2 – Need to evaluate in 2025 for potential coating project.
- **Total Budget: Not an active project**

SCADA – Jamin Ankney, Brad Bailey (Conley Engineering)

- **Total Budget: Not an active project**
- City has had recent issues with the SCADA system and is working with Connetix to address the issues.
- Based on results of troubleshooting, a SCADA upgrade may be required in the future.
- Connetix provided a cost estimate for improvements for use in procuring future funding
- **Upgrades are estimated to cost around \$220,000.**

Wastewater System Projects

WWTF Fire Assistance – Nancy Wetch, Russ Powers

Project Number: 20827

Project Completion: November 2023

Funded: Insurance Reimbursement/City Funds (Ecology Emergency Funding)

- Phase 1 – Blower Procurement
- Phase 2 – Building Restoration

- Phase 3 – Equipment Installation
- **Total Budget:** *The total cost of the fire response, cleanup, design, construction, etc., is not completely known at this time as costs are still being assembled and approved by the insurance company.*

Initial Emergency Response (G&O does not have total cost)

Engineering: \$414,840 (insurance will reimburse)

Phase I: \$93,505.84 (insurance will reimburse)

Phase II: \$320,864 (insurance will reimburse)

Phase III: \$1,189,148 (working on insurance reimbursement, City will be responsible for some costs – TBD)

- City has all costs in hand and can proceed with closeout.
- The City will still need to pay the retainage to Apollo, but can request this from the insurance now.
- A few warranty items remain for Apollo to complete.

WWTF Improvements Construction – Tim DeVries, Nancy Wetch, Jamin Ankney

Project Number: 19044.01

Project Completion: 2024 (for construction completion)

Funded: Ecology Water Quality Funding

- Construction is ongoing – project is going well
- Facility plan amendment required for Ecology approval of funding for control panel replacement
- **Total Budget \$5,883,000 (includes design, construction, construction administration)**

WWTF Solids Handling Analysis – Nancy Wetch, Arn Combs

Project Number: 23813

Project Completion: January 2024

- This work is currently ongoing
- Will have draft for City review in the next few months
- **Total Budget \$24,200**

Portage Avenue Lift Station Elimination – Nancy Wetch, Jamin Ankney

Project Number: OH220.72

Project Completion: 2025

- Ecology funding approved
- Waiting for funding agreement, likely winter 2023
- GMA compliance will be required for this funding to be received. SCJ is working to make sure GMA compliance is obtained.
- **Total Budget \$2,417,000**

Other Projects

Construction Standards Update – Jamin Ankney, Jared McMeen

Project Number: 23826

Project Completion: December 2023

Funded: City Funds

- A draft of the updated construction standards are currently under City review.
- The draft was updated to include stricter stormwater requirements.
- **Total Budget \$3,000**

Park Planning – SCJ, Russ Powers, Jamin Ankney

- City has received funding from RCO.
- Needs to be in City's Comprehensive Plan (SCJ Discussions)
- Currently completing contracting with RCO
- Combined project for SCJ + G&O
- SCJ has started work on this project.
- Community workshop this Friday, December 15.
- **Total Budget \$60,000**

Basketball Courts – Julio Renteria

Project Number 22861

Project Completion: TBD

Funded: Foundation Grant

- Bids received exceed funding
- City reduced the scope and obtained additional quotes for paving.
- Work on this project is ongoing.
- **Total Budget \$125,000**

City Hall Feasibility Analysis – Jamin Ankney, Myron Basden

Project Number 23856

Project Completion: November 2023

Funded: City

-
- Electrical review was completed Monday, September 18
- Structural/HVAC review was completed Monday, October 2
- Memo report was submitted today for staff and council review prior to the November 2 council meeting.
- The 60-day due diligence period ended on November 14
- City could consider funding options for the selected alternative.
- **Total Budget \$27,700**

Next Meeting – December 27, 2023, 3:30 p.m.

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 12/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF MATTAWA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TRILOKESH INC	BK FOOD MART 200 S PORTAGE AVE MATTAWA WA 99349 0000	430752	GROCERY STORE - BEER/WINE
2. J&C CONVENIENCE STORES INC.	MATTAWA SHELL GAS 723 GOVERNMENT RD MATTAWA WA 99349 0000	081455	GROCERY STORE - BEER/WINE

ACCOUNTS PAYABLE

City Of Mattawa

Time: 17:14:37 Date: 12/18/2023

As Of: 12/21/2023

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
16766	12/21/2023	12/21/2023 1622	ALSCO	79.02	City Hall Mat Maint. Dec. 6, 2023
	518 30 48 00	Repair And Maintenance	001 000 518	79.02	City Hall Mat Maint. Dec. 6, 2023
16780	12/21/2023	12/21/2023 3627	ANATEX LABS INC-SPOKANE	228.00	DW Nov. RC Sampler
	534 10 41 02	Chemical Samples	401 000 534	228.00	DW Nov. RC Sampler
16771	12/21/2023	12/21/2023 112	COLUMBIA BASIN HERALD	60.23	Notice Of Public Hearing -Preliminary Budget Revenue Sources-Property Tax 2024 10/25/2023
	518 30 41 00	Publishing	001 000 518	60.23	Ad. Public Hearing -Preliminary Budget Revenue Sources-Property Tax 2024 10/25/2023
16772	12/21/2023	12/21/2023 112	COLUMBIA BASIN HERALD	60.23	Notice Of Public Hearing -Preliminary Budget Revenue Sources-Property Tax 2024 11/01/2023
	518 30 41 00	Publishing	001 000 518	60.23	Ad. Public Hearing -Preliminary Budget Revenue Sources-Property Tax 2024 11/01/2023
16773	12/21/2023	12/21/2023 112	COLUMBIA BASIN HERALD	45.78	Ad. Summary Ordinance 23-687
	518 30 41 00	Publishing	001 000 518	45.78	Ad. Summary Ordinance 23-687
16774	12/21/2023	12/21/2023 112	COLUMBIA BASIN HERALD	375.06	Notice Of Hearing Comp. Plan
	518 30 41 00	Publishing	001 000 518	375.06	Notice Of Hearing Comp. Plan
16775	12/21/2023	12/21/2023 112	COLUMBIA BASIN HERALD	41.89	Notice FInal Budget Hearing
	518 30 41 00	Publishing	001 000 518	41.89	Notice FInal Budget Hearing
16776	12/21/2023	12/21/2023 112	COLUMBIA BASIN HERALD	371.97	Notice Of Hearing Coucil Comp. Plan
	518 30 41 00	Publishing	001 000 518	371.97	Notice Of Hearing Coucil Comp. Plan
16777	12/21/2023	12/21/2023 3670	CUSTOM WINDOW TINTING & GRAPHICS INC	617.31	MPD- 2023 Ford F150 Crew Cab Vehicle Maint.
	521 22 35 00	LE Equipment/Supplies	001 000 521	617.31	Full Tint
16778	12/21/2023	12/21/2023 3001	FERNANDEZ, JOSE GONZALO	176.00	Reimbursment For Work Boots
	535 10 31 02	Uniforms	405 000 535	176.00	Reimbursment For Work Boots
16788	12/21/2023	12/21/2023 3671	G S LONG CO., INC.	375.00	WPS Training- Jose Reyes, Jose Fernandez & Juan Ledezma

ACCOUNTS PAYABLE

City Of Mattawa

Time: 17:14:37 Date: 12/18/2023

As Of: 12/21/2023

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
542 30 43 00	Travel And Training		101 000 542 Street Fund	375.00	WPS Training- Jose Reyes, Jose Fernandez & Juan Ledezma
16770	12/21/2023	12/21/2023	1698	GRANT COUNTY PUD	1,917.54 Power Billing Nov. 2023
542 63 47 00	Street Lighting		101 000 542 Street Fund	1,741.56	St Lights
576 80 47 00	Park Utilities		001 000 576 Current Expens	175.98	St. Light Park
16792	12/21/2023	12/21/2023	1734	GRAY & OSBORNE INC	5,461.08 WWTF Solid Handling Analysis Professional Services Nov. 5- Dec. 2, 2023
594 35 41 05	WWTF Improvements Engi		412 000 594 Sewer Capital I	5,461.08	WWTF Solid Handling Analysis Professional Services Nov. 5- Dec. 2, 2023
16793	12/21/2023	12/21/2023	1734	GRAY & OSBORNE INC	256.62 General Engineering-Lopez Subd Professional Services Nov. 5- Dec. 2, 2023
518 30 49 01	Engineering Services		001 000 518 Current Expens	256.62	General Engineering-Lopez Subd Professional Services Nov. 5- Dec. 2, 2023
16794	12/21/2023	12/21/2023	1734	GRAY & OSBORNE INC	19,604.38 WWTF Improvements CA Professional Services Nov. 5- Dec. 2, 2023
594 35 41 00	WWTF Improvements Proj		412 000 594 Sewer Capital I	19,604.38	WWTF Improvements CA Professional Services Nov. 5- Dec. 2, 2023
16795	12/21/2023	12/21/2023	1734	GRAY & OSBORNE INC	2,875.46 Well 2 Rehabilitation And Re-Equipping Professional Services Nov. 5- Dec. 2, 2023
594 34 63 03	Well #2 Rehabilitation & R		401 000 594 Water Operatin	2,875.46	Well 2 Rehabilitation And Re-Equipping Professional Services Nov. 5- Dec. 2, 2023
16796	12/21/2023	12/21/2023	1734	GRAY & OSBORNE INC	497.48 General Engineering- Electical Support Water/Wastewater Professional Services Nov. 5- Dec. 2, 2023
534 10 41 03	Engineering Services		401 000 534 Water Operatin	497.48	General Engineering- Electical Support Water/Wastewater Professional Services Nov. 5- Dec. 2, 2023
16786	12/21/2023	12/21/2023	237	H. D. FOWLER CO	6,617.71 Parts/Supplies
534 10 48 01	Meter Installations		401 000 534 Water Operatin	3,308.52	1" Meters And 1" Setters
594 34 64 02	Meters -- Radio Reads		401 000 534 Water Operatin	3,309.19	1" Meters And 1" Setters
16765	12/21/2023	12/21/2023	286	KENISON P.S, KATHERINE L.	6,500.00 Legal Fees Nov. 2023

ACCOUNTS PAYABLE

City Of Mattawa

Time: 17:14:37 Date: 12/18/2023

As Of: 12/21/2023

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
515 41 41 00	Legal Fees	001 000 515	Current Expens	6,500.00	Legal Fees Nov. 2023
16764	12/21/2023	12/21/2023	2313 LOU SOWERS, PC	700.00	MPD- Pre Employment Psycological Evaluation-Sual Arrieta
521 10 49 00	Professional Services	001 000 521	Current Expens	700.00	MPD- Pre Employment Psycological Evaluation-Sual Arrieta
16785	12/21/2023	12/21/2023	3672 M-1 TANKS INC.	2,856.48	PW- Parking Blocks
594 76 63 01	2022 Paul Lauzier Grant - I	001 000 594	Current Expens	2,856.48	PW- Parking Blocks
16789	12/21/2023	12/21/2023	1193 MARTY'S HARDWARE	418.02	Parts/Supplies
534 10 48 03	System Repair & Maintena	401 000 534	Water Operatin	13.50	Keys
534 10 48 03	System Repair & Maintena	401 000 534	Water Operatin	109.47	Kraft Roll Winterizy
534 10 48 03	System Repair & Maintena	401 000 534	Water Operatin	7.04	LIQ Nail
534 10 48 03	System Repair & Maintena	401 000 534	Water Operatin	16.25	Pro Cylinder Stand Pipe Valves
535 10 48 02	Sewer Plant Maintenance	405 000 535	Sewer Operatin	75.20	Porpane WWTP
535 10 48 02	Sewer Plant Maintenance	405 000 535	Sewer Operatin	11.52	Nails Portage LS
542 30 48 00	City Street Maintenance	101 000 542	Street Fund	26.01	Propane
572 20 31 00	Library Maintenance And C	001 000 572	Current Expens	29.24	Paing For Parking
572 20 31 00	Library Maintenance And C	001 000 572	Current Expens	28.50	Filler/ Nails
576 80 31 03	Playground Equipment Sup	001 000 576	Current Expens	17.88	Saw Blade
576 80 31 04	Cook Shack Repairs	001 000 576	Current Expens	22.73	Pedal Mouse Trap
576 80 31 04	Cook Shack Repairs	001 000 576	Current Expens	2.16	Nails
576 80 48 01	Vehicle Repair & Maintena	001 000 576	Current Expens	58.52	Screw Driver Set/ Fuse
16760	12/21/2023	12/21/2023	3588 MCKINNEY COMMERCIAL GLASS & DOOR	800.68	MPD- 2021 Ford Explorer Vehicle Maint.
521 20 48 00	Vehicle Repair And Mainte	001 000 521	Current Expens	800.68	Windshield Tint
16779	12/21/2023	12/21/2023	3661 MORALES-RANGEL, JESSE	200.00	Reimbursment For Work Boots
535 10 31 02	Uniforms	405 000 535	Sewer Operatin	200.00	Reimbursment For Work Boots
16782	12/21/2023	12/21/2023	625 NORCO	27.59	Cylinder Rentals
534 10 31 01	Operating Supplies	401 000 534	Water Operatin	27.59	Cylinder Rentals
16783	12/21/2023	12/21/2023	494 OVS	173.28	Parts/Suplies
534 10 48 03	System Repair & Maintena	401 000 534	Water Operatin	173.28	Electric Valve Replacement
16784	12/21/2023	12/21/2023	3341 PAPE MACHINERY	6,935.95	PW- John Deere 310 SE Backhoe Hydraulic Repair

ACCOUNTS PAYABLE

City Of Mattawa

Time: 17:14:37 Date: 12/18/2023

As Of: 12/21/2023

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	3,467.98	PW- John Deere 310 SE Backhoe Hydraulic Repair
535 10 48 03	Vehicle Repair / Maintenan		405 000 535 Sewer Operatin	3,467.97	PW- John Deere 310 SE Backhoe Hydraulic Repair
16762	12/21/2023	12/21/2023 2820	PETRO-USA MATTAWA MART	1,660.69	MPD- Fuel Services
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T	1,660.69	MPD- Fuel Services
16781	12/21/2023	12/21/2023 2820	PETRO-USA MATTAWA MART	1,288.55	PW- Fuel Services
534 10 32 02	Fuel		401 000 535 Water Operatin	500.00	PW- Fuel Services
535 10 32 00	Fuel		405 000 535 Sewer Operatin	500.00	PW- Fuel Services
542 30 32 03	Fuel		101 000 542 Street Fund	288.55	PW- Fuel Services
16763	12/21/2023	12/21/2023 358	POLLARDWATER	629.26	PW- Parts/Supplies
534 10 35 00	Small Tools & Equipment		401 000 534 Water Operatin	629.26	Difuser And Case
16797	12/21/2023	12/21/2023 3371	REYES, JOSE A	275.00	Reimbursment- Work Boots And DOT Physical
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	200.00	Work Boots
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	75.00	DOT Physical
16787	12/21/2023	12/21/2023 3482	STETNER ELECTRIC INC	1,294.61	Lift Station RAS
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	1,294.61	Lift Station RAS
16769	12/21/2023	12/21/2023 554	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees Nov. 2023
514 23 41 01	Banking And Visa/Merchai		001 000 514 Current Expens	26.00	Bank Fees Nov. 2023
16767	12/21/2023	12/21/2023 613	UTILITIES UNDERGROUND	2.58	Excavation Notification (2)
534 10 47 01	Utilities		401 000 534 Water Operatin	2.58	Excavation Notification (2)
16791	12/21/2023	12/21/2023 613	UTILITIES UNDERGROUND	5.16	Excavation Notification (4)
534 10 47 01	Utilities		401 000 534 Water Operatin	5.16	Excavation Notification (4)
16790	12/21/2023	12/21/2023 422	WA STATE AUDITOR'S OFFICE	448.00	Audit Period 22-22
518 23 41 00	State Auditor		001 000 518 Current Expens	89.60	Audit Period 22-22
534 10 41 00	State Auditor		401 000 534 Water Operatin	89.60	Audit Period 22-22
535 10 41 00	State Auditor		405 000 535 Sewer Operatin	89.60	Audit Period 22-22
537 10 41 00	State Auditor		420 000 537 Solid Waste Fui	89.60	Audit Period 22-22
542 30 41 02	State Auditor		101 000 542 Street Fund	89.60	Audit Period 22-22
16761	12/21/2023	12/21/2023 482	WA STATE CRIMINAL JUSTICE, TRAINING COM	600.00	MPD-Training Office Villa: Instructor Development 2001-22

ACCOUNTS PAYABLE

City Of Mattawa

Time: 17:14:37 Date: 12/18/2023

As Of: 12/21/2023

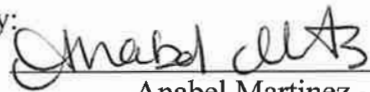
Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 40 49 00	Training		001 000 521 Current Expens	600.00	MPD-Training Office Villa
16768	12/21/2023	12/21/2023 2957	WASTE MANAGEMENT	144.19	WWTP Garbage Container
535 10 47 00	Utilities		405 000 535 Sewer Operatin	144.19	WWTP Garbage Container

Report Total: 64,646.80

Fund	
001 Current Expense Fund	13,815.88
101 Street Fund	2,520.72
107 Public Safety Tax Fund	1,660.69
401 Water Operating Fund	15,260.36
405 Sewer Operating Fund	6,234.09
412 Sewer Capital Improvement	25,065.46
420 Solid Waste Fund	89.60

This report has been reviewed by:



12/18/23

REMARKS:

Anabel Martinez - City Clerk

Date

CONSULTANT SERVICES MASTER AGREEMENT

between the City of Mattawa and

SCJ Alliance

THIS AGREEMENT is made between the City of Mattawa, a Washington municipal corporation (hereinafter the "City"), and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), a Washington corporation, (hereinafter the "Consultant").

1. DESCRIPTION OF WORK.

Consultant shall perform on-call planning services for the City:

The Consultant shall perform on-call services including, but not limited to, those described in Exhibit A, which is incorporated herein. The City shall issue a written Task Order for services assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; and (6) Task Order end date. These items may be brief but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount budgeted to perform the work. The City may issue written Task Orders and Notices to Proceed via e-mail documents.

The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

Consultant represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time those services are performed.

Consultant shall be responsible for obtaining and maintaining any licenses, permits, or other authorizations required to conduct its business in the City of Mattawa, Grant County, Washington.

2. COMPENSATION.

See attached Exhibit A, which is incorporated herein.

The Consultant shall submit certified monthly activity reports to the City of work performed.

3. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor-client relationship will be created by this Agreement. No employee, agent, representative or subcontractor of the Consultant shall be or shall be deemed to be the employee, agent

representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives or subcontractors of the Consultant. On or before the effective date of this Agreement, Consultant shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, as the same are required by RCW 51.08.195 in order to establish Consultant's status as an independent contractor.

4. TERM. The Consultant's engagement and provision of Services will commence upon the effective date and will terminate no later than December 31, 2026. Subject to the City's annual budget process, the City shall extend the Agreement each year for the next year, or terminate the Agreement according to Section 5. The City shall notify the Consultant to extend or terminate the Agreement by December 15th of each year.

5. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

6. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

7. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may

arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Agreement.

10. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

11. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure satisfactory completion.

12. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. MISCELLANEOUS PROVISIONS.

- 13.1 Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- 13.2 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Grant County Superior Court, Grant County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section 7 of this Agreement.
- 13.3 Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 13.4 Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 13.5 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.
- 13.6 Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this

Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

- 13.7 Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.
- 13.8 Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

The parties below execute this Agreement, which shall become effective on January 1, 2024.

CONSULTANT:

CITY OF MATTAWA:

By:

By

Print Name:

Print Name:

Its: Principal

Its: Mayor

DATE:

DATE:

NOTICES TO BE SENT TO: CONSULTANT:	NOTICES TO BE SENT TO: CITY OF MATTAWA:
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EXHIBIT A

City of Mattawa

SCJ's scope of services consists of the following:

Contract administration:

- Project to be invoiced on time and materials (T&M) basis, monthly
- Budget is based on the city's needs; SCJ will not exceed the pre-determined amount without authorization from the city as follows:
 - Calendar year 2024 budget is \$60,000 NTE
 - Calendar year 2025 budget is \$75,000 NTE
 - Calendar year 2026 budget is \$75,000 NTE
- SCJ will manage costs to even workload and expenses throughout the year

Work tasks:

- Development Review (expenses can be pass-through)
- Grant Writing
- Code and Zoning Changes
- Annexations
- Map Updates (GIS)
- Staff Reports
- Public Engagement
- Long-Range Planning Support
- Occasional meetings at City Hall; majority of work to be performed at SCJ's office and via telephone and email communication

Chapter 9.28 CARGO CONTAINERS

Sections:

9.28.010 Purpose and intent.

9.28.020 Prohibiting permanent placement of containers and similar structures within the town.

9.28.030 Temporary placement of containers and similar structures within the town upon a conditional use permit.

9.28.040 Containers now located in the town.

9.28.050 Violation-Penalty.

9.28.010 Purpose and intent.

Locating containers formerly used for transporting sea-going cargo, railroad cars and cabooses, semi-trailers when intended to be used as storage facilities, or any other unit which slides off a chassis or frame when intended to be used as storage facilities in a residential neighborhood and in a commercial neighborhood, is contrary to the best interests and welfare of the citizens of the town, as such containers, railroad cars and cabooses, semi-trailers when intended to be used as storage facilities, and other trailers when intended to be used as storage facilities, or other units which slide off chassis or frames when intended to be used as storage facilities were not constructed or intended to be located in residential neighborhoods and in commercial neighborhoods and used as a type of storage facility. If placed and located in residential neighborhoods and in commercial neighborhoods, such placement could have a negative and deleterious effect on surrounding property values and the well-being of the residents living in and near the affected neighborhoods.

(Ord. 357 §1, 1998).

9.28.020 Prohibiting permanent placement of containers and similar structures within the town.

No person, partnership, joint venture, or corporation shall permanently locate any container formerly used for transporting sea-going cargo, railroad cars, cabooses, semi-trailers when intended to be used as storage facilities, or any other unit which slides off a chassis or frame including a body, box or unit which is removed from a chassis when intended to be used as storage facilities on any property within the town.

(Ord. 357 §2, 1998).

9.28.030 Temporary placement of containers and similar structures within the town upon a conditional use permit.

No person, partnership, joint venture, or corporation shall temporarily locate any container formerly used for transporting sea-going cargo, railroad cars, cabooses, semi-trailers when intended to be used as storage facilities, or any other unit which slides off a chassis or frame including a body, box or unit which is removed from a chassis when intended to be used as storage facilities on any property in the town, without first applying for and obtaining a conditional use permit from the planning commission of the town. Such permit will be issued only for temporary use of such containers for storage in connection with a bona fide construction project for a period of not more than ninety days. Such conditional use permit may be extended for an additional period of not more than ninety days upon

application to the planning commission and upon a showing of necessity that additional time to use the container is required by the construction project; but in no event shall the container or other storage facility be used for a period of more than one hundred eighty days at any location in the town.

(Ord. 357 §3, 1998).

9.28.040 Containers now located in the town.

Containers formerly used for transporting sea-going cargo, railroad cars and cabooses, semi-trailers when intended to be used as storage facilities, or any other unit which slides off a chassis or frame including a body, box or unit which is removed from a chassis which is intended to be used as a storage facility, which are already in place and located in the town, the location and placement of which are in violation of this chapter, may be allowed to remain in place upon such conditions imposed by the planning commission including but not limited to conditions to insure the adjoining property owners and the public are screened from any unsightly placement of such a device, and keeping in mind the efforts of the town to improve the visual appearance of the town. If the use of such device is discontinued, it shall not again be permitted at the same location, unless on a temporary basis as hereinabove provided.

(Ord. 357 §4, 1998).

9.28.050 Violation-Penalty.

Failure to comply with any provision of this chapter shall subject the violator to a penalty of up to thirty-seven dollars and fifty cents per day for each day the violation continues.

(Ord. 357 §5, 1998).

CITY OF MATTAWA

RESOLUTION NO. 23.12.19

2023

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the “Trust”) is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” and “Participating Non-City Entities”) and their employees can be paid and through which the Board of Trustees of the Trust (“Trustees”) provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns’ and Non-City Entities’ employees, their dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the “Interlocal Agreement”) attached hereto creates a joint self-insured health and welfare benefit program (the “Health Care Program”) to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will

manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the "HCP Account"), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, **the City of Mattawa** believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

NOW THEREFORE RESOLVED, that the Interlocal Agreement creating the Health Care Program is hereby adopted.

RESOLVED, that by adopting such Agreement, **the City of Mattawa** acknowledges that it shall be subject to assessments as required by the Health Care Program.

By: Mayor, Maria Celaya

ATTEST:

City Clerk, Anabel Martinez

Dated: _____

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the "Trust") and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," or "Participating Non-City Entities"), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code ("VEBA"), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager or Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance or Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees or Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
 - 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
 - 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
 - (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
- 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

- 21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Participating Employer

Signature: _____

Name: **Deanna Dawson**

Title: Chief Executive Officer

Date: 11-1-22_____

Signature: _____

Name (print): _____

Title: _____

Date: _____

Effective Date: January 1, 2014



GRANT COUNTY ELECTION DEPARTMENT

November 30, 2023

All Junior Districts

Re: Notice of Election and Oath of Office

Dear Sir/Madam

Enclosed are the Notices of Election and Oaths of Office for each one of your Commissioners/Directors that were involved in the November election.

Please have someone give each party their Oath, have the party sign their Oath on the line above "Signature". Have the person authorized to administer the Oath sign the line that ends with "County Auditor". Once this is completed, please return the **Original(s)** to our office. Once we receive the Oaths, we will issue a Certificate of Election to each Commissioner.

All officials must take an oath of office prior to commencing the duties of the office (RCW 29A.04.133).

Officials elected to a short and full term must be administered an oath before assuming the duties of the office and again when the full term begins.

If you have any questions regarding this process, please contact our office at (509) 754-2011 Ext. 2793. Thank you for your help in this matter.

Sincerely,

Grant County Election Staff
PO Box 37
Ephrata, WA 98823

CITY OF MATTAWA STAFF REPORT

To: Mayor Celaya and City Council
From: Public Works Department
Date: December 7, 2023
Proceeding Type: New Business
Subject: Basketball Court Project Sidewalk Paving

Legislative History:

- | | |
|------------------------|------------------|
| • First Presentation: | December 7, 2023 |
| • Second Presentation: | |
| • Requested Action: | Motion |

Staff Report Summary

The subject in front of City Council is to select a paving company for the basketball court sidewalk project.

Background

The basketball court sidewalk Project has been prepared for paving(concreate).

Fiscal and Policy Implications

Financial impacts range from \$24,821 to \$34,980, plus tax, depending on the contractor selected. No policy implications are anticipated. Contract to follow.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT	
001	594.76.41.00	2022 Paul Lauzier	\$125,000	\$42,927	\$82,073	66 %
001	594.76.41.00					
001	576.80.63.00	Park Improvements(Donations)	\$10,000	\$0.00	\$10,000	100 %
TOTAL			\$135,000	42,927	92,073	68%

Options

1. Select company for the paving the basketball court sidewalk project.
2. Do not select a company for paving the basketball court sidewalk project.
3. Table subject for reviewal for next council meeting.

Staff Recommendation

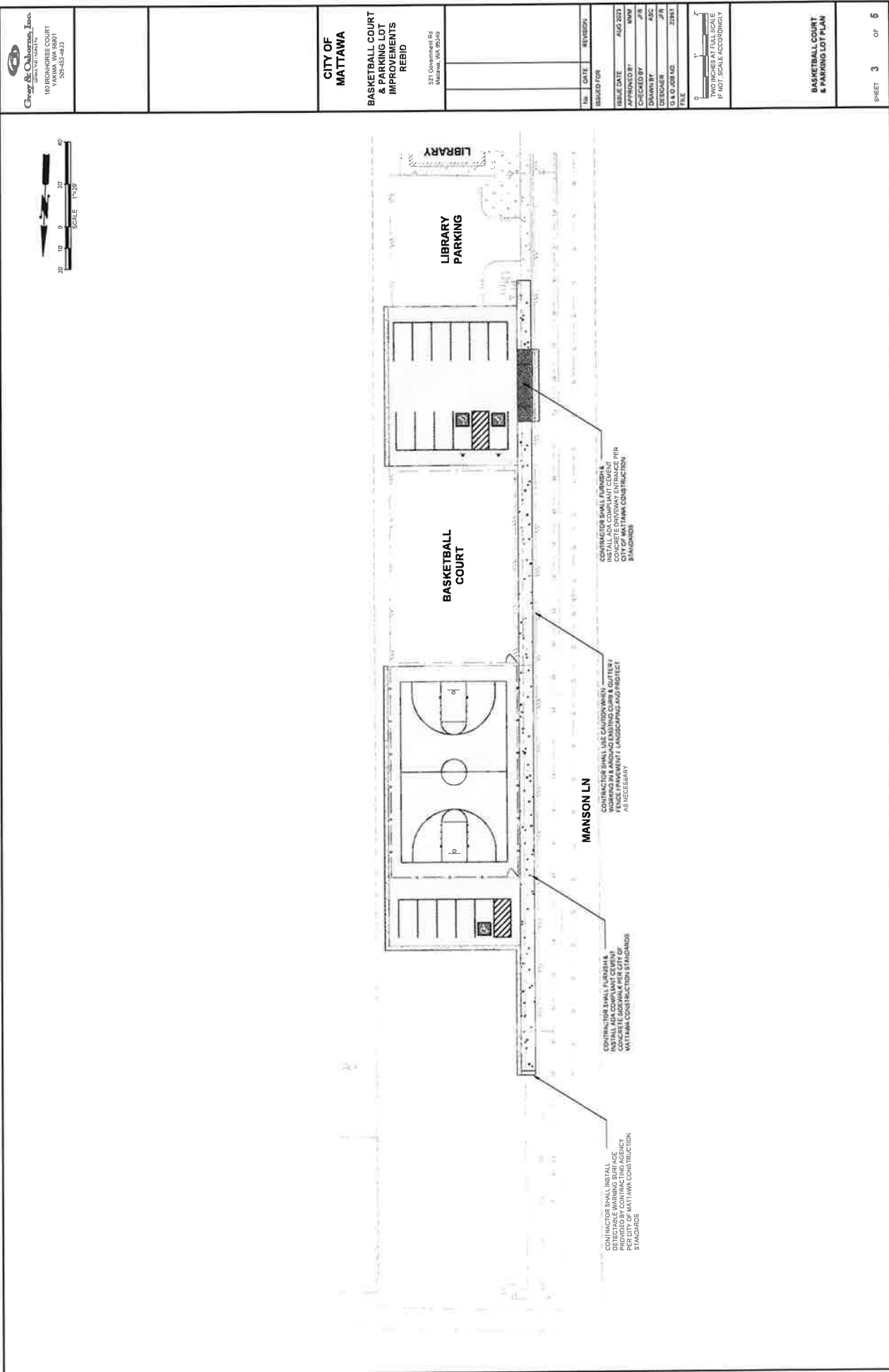
Select Lowell's Cornerstone Construction for the paving of the sidewalk basketball court project.

Attachments

A.	Plan
B.	City Sidewalk spec
C.	Small Works Roaster, L&I
D.	Quote

The following documents are attached and subject for reviewal:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ PDF	Staff Report	11/16/2023	
Legal	▪ PDF	Staff Report	12/18/23	
Financial	▪ WORD	Staff Report	12/4/23	
Comment:				



Gray & Olson, Inc.
181 BROADHURST COURT
YAKIMA, WA 98901
509-453-4833

CITY OF MATTAWA
221 Government Rd
Mattawa, WA 99349

BASKETBALL COURT & PARKING LOT IMPROVEMENTS
REBID

ISSUED FOR

ISSUE DATE

APPROVED BY

DRAWN BY

DESIGNER

DATE

SCALE

TWO INCHES AT FULL SCALE
IF NOT SCALE ACCORDINGLY

BASKETBALL COURT & PARKING LOT PLAN

SHEET 3 OF 5

CONTRACTOR SHALL FURNISH & INSTALL ADA COMPLIANT CEMENT CONCRETE SIDEWALKS PER CITY OF MATTAWA CONSTRUCTION STANDARDS

CONTRACTOR SHALL USE CAUTION WHEN WORKING IN A ROADWAY TO PROTECT TRAFFIC AND PEDESTRIANS AS NECESSARY

CONTRACTOR SHALL FURNISH & INSTALL ADA COMPLIANT CEMENT CONCRETE SIDEWALKS PER CITY OF MATTAWA CONSTRUCTION STANDARDS

CONTRACTOR SHALL FURNISH & INSTALL PER CITY OF MATTAWA CONSTRUCTION STANDARDS

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CONTRACTOR SHALL FURNISH & INSTALL PER CITY OF MATTAWA CONSTRUCTION STANDARDS

Acceptance



Date of Request: Monday, December 4, 2023
Bid Expires: Thursday, January 4, 2024
Project Number: 2023-046
Requested By: City of Mattawa
Address: 521 Government rd mattawa
Wa 99349
Phone: (598) 932-1547
Email: jledezma@cityofmattawa-wa.gov

Address: 103001 W. OIE Hwy
Prosser, WA 99350
Phone: (509) 790-7103
Email: Miguel@mrspphaltandsons.com

This is only a bid, and must be attached to an agreed contract, if applicable. A 50% deposit of lump sum is required before any work is started, unless other arrangements are made. Work will be performed as described, any additional requests or change orders will be at additional cost. Thank you

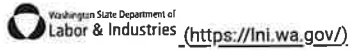
Item:	Description:	Unit of Measure:	Quantity:	Unit Price:	Total Price:
1	Sidewalk lite prep	Sqft	1,875	\$1.50	\$ 2,812.50
2	Pour concrete to specs	Sqft	2,157	\$8.50	\$ 18,334.50
3	Mobilization	Unit	1	\$1,750.00	\$ 1,750.00
Total					\$ 22,897.00
Sales Tax:					\$ 1,923.35
Sub Total					\$ 24,820.35

BID CONTRACT:

- 1) The quotation is subject to acceptance within the 30 days following bid receipt.
- 2) Company will not be responsible for delays in project completion due to acts of God, strikes, disturbances, acts of war, governmental regulations, or any condition beyond our control.
- 3) Payment: The payment is due on the 10th of the month following date of contract acceptance. If payment is not made as agreed, contract performance can be suspended until sums owed are paid.
- 4) Interest shall be charged on any unpaid contract balance owed after paragraph 3 due date and any unpaid interest balance resulting from late payments at the rate of 1.5% or maximum allowed by state whichever is greater from the date these contract amounts are first owed until the date paid. In the event the entire invoice and interest balance owed is not fully paid within the 10 days following receipt of the second invoice sent by Company for unpaid but previously-invoiced work, any attorneys fees and costs with Company actually incurs to subsequently obtain bill payment shall also be recoverable from purchaser under this contract. Also in the event any legal proceedings shall be similarly entitled to recover from the other all actual attorney's fees and costs incurred.
- 5) Quantities shown in the bid are approximate. Billing will be made on the basis of actual quantity delivered, unless the bid is a fixed-price.
- 6) If custom-made products are included in the quotation, and are ordered, the order covering them is not subject to cancellation.
- 7) Purchaser is to give delivery or work commencement instructions to the Company within a reasonable time before deliveries are to be made or work is to begin. All promises of shipment are as closely estimated as possible. Seller will endeavor to ship
- 8) This bid becomes a firm contract when signed by both parties. However, the Company shall have the unilateral right to terminate this contract in the event of any breach/of the contract by the purchaser.
- 9) The company's responsibility as far as this contract is concerned ceases when the materials are delivered and accepted by the purchaser or his representative.
- 10) Washington State Sales Tax will be added unless a Resale Certificate is supplied.
- 11) Unless specifically superseded by subsequent contract, purchaser and the Company agree this bid contract shall continue in force and effect and it's terms shall be considered part of any later contract understandings.

CUSTOMER SIGNATURE: _____

MR. ASPHALT AND SONS LLC: _____
MIGUEL RANGEL MANAGER



Contractors

LOWELL'S CORNERSTONE CONST LLC

Owner or tradesperson**Principals**

LOWELL, JUSTUS DEAN, PARTNER/MEMBER

SHEARER, CARSON

JOHN, PARTNER/MEMBER

LOWELL, GORDON

DEAN, PARTNER/MEMBER

(End: 10/20/2023)

LOWELL, SUSAN M, PARTNER/MEMBER

(End: 10/20/2023)

Doing business as**LOWELL'S CORNERSTONE CONST LLC****WA UBI No.****603 298 134****1352 TOZER RD****ELLENSBURG, WA 98926****509-830-0933****KITTITAS County****Business type****Limited Liability Company****Governing persons****GORDON****DEAN****LOWELL**

JUSTUS DEAN LOWELL;

SUZAN MARIE LOWELL;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor**Active****Meets current requirements.****License specialties****GENERAL****License no.****LOWELCC853B7****Effective — expiration****02/04/2015— 02/07/2025****Bond****Lexon Ins Co****\$12,000.00****Bond account no.****9817721****Received by L&I****01/26/2015****Effective date****01/26/2015****Expiration date****Until Canceled****Insurance****Ohio Security Ins Co****\$1,000,000.00****Policy no.****BKS53798404****Received by L&I****Effective date**

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements**OMWBE Certifications**

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

860,877-01

Call L&I account representative for account status.

Doing business as

LOWELLS CORNERSTONE CONSTRUCT

Estimated workers reported

Incomplete premium report received.

L&I account contact

T0 / COLLECTIONS OUTREACH (800) 301-1826 - Email: PDUMAIL@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Completed the training on 5/25/2023

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

December 4, 2023

WA UBI No.	603 298 134
L&I Account ID	860,877-01
Legal Business Name	LOWELLS CORNERSTONE CONSTRUCTION LLC
Doing Business As	LOWELLS CORNERSTONE CONSTRUCT
Workers' Comp Premium Status:	Call L&I account representative for account status.
Estimated Workers Reported (See Description Below)	Incomplete premium report received.
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	LOWELCC853B7
License Expiration	02/07/2025

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

Contractors

MR ASPHALT & SON'S LLC

Owner or tradesperson

Principals

RANGEL, MIGUEL JR, PARTNER/MEMBER

ZAMUDIO GARCIA, JESUS

MANUEL, PARTNER/MEMBER

103001 W. Old Inland Empire

Highway

PROSSER, WA 99350

509-790-7103

BENTON County

Doing business as

MR ASPHALT & SON'S LLC

WA UBI No.

603 618 922

Business type

Limited Liability Company

Governing persons

MIGUEL**RANGEL JR**

JESUS M ZAMUDIO;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor**Active****Meets current requirements.**

License specialties

GENERAL

License no.

MRASPSL841K5

Effective — expiration

05/25/2016— 06/21/2024**Bond****NORTH RIVER INSURANCE COMPANY THE**

\$12,000.00

Bond account no.

46CF817802

Received by L&I

07/21/2023

Effective date

07/20/2023

Expiration date

Until Canceled**Bond history****Insurance****Scottsdale Ins Co**

\$1,000,000.00

Policy no.

cps7744163

Received by L&I

03/01/2023

Effective date

03/01/2023

Expiration date

03/01/2024**Insurance history**

Savings**No savings accounts during the previous 6 year period.****Lawsuits against the bond or savings**

Cause no.

23-2-01366-03

Complaint filed by

LUXE CONCRETE LLC

Complaint date

07/26/2023**Open**

Complaint against bond(s) or savings

66263856

Complaint amount

\$20,732.00

Cause no.

22-2-05772-6SEA

Complaint filed by

STATE OF WASHINGTON

Complaint date

04/27/2022**Closed/Satisfied**

Complaint against bond(s) or savings

NAV00023841

Complaint amount

\$5,515.30

Cause no.

22-2-05770-0SEA

Complaint filed by

STATE OF WASHINGTON

Complaint date

04/27/2022**Open**

Complaint against bond(s) or savings

57BSBIK4191

Complaint amount

\$2,167.73

Cause no.

22-2-00545-03

Complaint filed by

MUTUAL FINANCE GROUP INC

Complaint date

07/13/2022**Open**

Complaint against bond(s) or savings

57BSBIK4191

Complaint amount

\$0.00

Cause no.

19-2-11388-0SEA

Complaint filed by

STAR RENTALS INC

Complaint date

05/01/2019**Closed/Satisfied**

Complaint against bond(s) or savings

100311970

Complaint amount

\$13,050.25**L&I Tax debts**

Filed by

Department of Labor and Industries

Status

Paid

Tax debt no.

356012

Cause no

22-2-01800-03

Tax amount

\$1,977.51

Filing date

11/01/2022

County

BENTON

Filed by

Department of Labor and Industries

Status

Paid

Tax debt no.
349911

Cause no
22-2-00086-03

Tax amount
\$4,767.67

Filing date
01/19/2022
County
BENTON

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements**OMWBE Certifications**

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID
392,519-00

**Call L&I account representative for
account status.**

Doing business as
MR ASPHALT & SONS LLC

Estimated workers reported
Incomplete premium report received.

L&I account contact
T3 / NICHOLE CAROW (360) 902-5634 - Email: CANI235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training— Effective July 1, 2019
Exempt from this requirement.

Contractor Strikes
No strikes have been issued against this contractor.

Contractors not allowed to bid
No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

December 4, 2023

WA UBI No.	603 618 922
L&I Account ID	392,519-00
Legal Business Name	MR ASPHALT & SONS LLC
Doing Business As	MR ASPHALT & SONS LLC
Workers' Comp Premium Status:	Call L&I account representative for account status.
Estimated Workers Reported (See Description Below)	Incomplete premium report received.
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	MRASPSL841K5
License Expiration	06/21/2024

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

Public Agency Name: City of Mattawa
Roster Type: Small Works Roster
Date: 11/28/2023
Time: 12:32 pm
Main-Category: Concrete and Masonry
Sub-Category: Curbs, Gutters, Sidewalks, and Driveways

Small Works Roster Businesses:

A&K CONSTRUCTION & REMODELING LLC
AA Asphaltting LLC
A Action Group Utilities, Inc.
ABM Industry Groups, LLC
AC Concrete LLC
Accountable CES
ADVANCED EXCAVATION, INC.
Allstar Construction Group, Inc
ALLWEST Testing & Engineering
American Electrical Construction Ilc
AM LANDSHAPER INC
Archer Construction Inc
Arrow Concrete & Asphalt Specialties, LLC
Artus Construction Company
Ascent Excavation LLC
Barcott Construction LLC
Battery Power Solutions LLC
Belsaas & Smith Construction, Inc.
Black Rock Construction & Development LLC
C & E trenching LLC
C. Denney Construction
Cadence Construction
Cameron-Reilly, LLC
Cannon Construction LLC
Cates & Erb, Inc.
Central Paving LLC
Champion Specialty Services
Chervenell Construction Company
City Electric Co
colson construction Ilc
Concrete Coatings Repairs and Restoration LLC
Confederated Construction Company
Culbert Construction Inc
Cw Concrete LLC
D & D Construction Inc
D.C. Concrete & Construction LLC.
D.W. Excavating Inc.
DallumBuildCompany LLC
DARDAN ENTERPRISES, INC
Double J Excavating
EIB Group LLC
Elbowgrease Group, LLC
Ellison Earthworks Ilc
Empire Well Drilling LLC
Excalibur Land Services LLC
EXCO LLC
Exo Contracting
Fieldwrks Collaborative LLC
FORMA Construction Company
G2 Commercial Construction, Inc.
GEC NW, Inc.
Goodman & Mehlenbacher Ent Inc dba GAME Inc
grade werks excavating Ilc
Gray Excavation LLC
H&H Construction Solutions LLC
Hampton Construction Inc

Hanson Excavation
HUIZENG ENTERPRISES LLC
Hurst Construction LLC
Imperial Demolition & Earthworks
Interwest Construction Inc.
Iron Creek Construction LLC
JAMESCO PRO INC.
J Ferguson Concrete LLC
JM Pacific Construction Inc
John's Excavating & Paving
John Lupo Construction, Inc.
KC Industries Inc
Kneeder Excavation LLC
Konnerup Construction, Inc
KRCI LLC
L.W. Sundstrom, Inc
Landtek Enterprises Inc.
Langsholt Contracting Inc
Lowell's Cornerstone Construction LLC
Mass X Construction LLC
Matt Rychel
Merriman Contracting LLC
Mills General LLC
Modern Construction & Consulting Services, LLC
Mountain West Development Inc
Mr. Asphalt and Sons LLC
Nelson Construction, Corp.
Nordvind Company
NORSE development LLC
North Central Construction
North Fork Excavating Inc.
Northwest Traffic, Inc.
N P M Construction Co.
NW Construction General Contracting, Inc.
Odyssey Contracting LLC
Olin Excavation, LLC
Olson Brothers Excavating
Omni Contracting Solutions
Pacific Cable Const Inc
Pacific Crest Excavating, LLC
PAL Concrete LLC
Palouse Power, LLC
Peak Contractors Inc
Pennington Construction, LLC
Pipkin Inc. dba Pipkin Construction
PNW Limitless Builders LLP
POW Contracting, Inc
Precision Concrete Cutting
Premium Services Inc.
PrimeCore Contracting LLC
Proline Concrete Cutting LLC
Puterbaugh Construction
Rainier Asphalt and Concrete
Rains Contracting Inc
Raptor Excavating and Contracting LLC
Rayfield Bros. Excavating, Inc.
Ray Poland and Sons, Inc.
Reign City Services LLC
RJS Construction, Inc.
Rotschy, Inc.
Rudnick & Sons LLC
Salinas Construction, Inc.
Sandvik Builders Incorporated
SE, Inc. dba Smith Excavation

SLATECO
Smugglers Cove Flagging LLC
Spray on foam and coating Inc
Stan's Construction and Son, LLC
Stanley Patrick Striping
Starcon
Stateline LLC
STATEWIDE PARKING LOT SERVICE INC
Stripe Rite Inc
Stumpy Tree Service
Swinerton Builders
Swofford Excavating
Talakai Construction,LLC
Tapani, Inc.
T C Slingers DBA(Cad Of Wenatchee)
TKK,LLC
TMC Contractors LLC
Transblue
Transportation Systems, Inc
Tri Coast Construction, LLC
TRICO Companies, LLC
USA Building Solutions LLC
Van Belle Excavating, LLC
Vincent Brothers LLP
Welwest Construction Inc.
Western States Construction, Inc.
Western United Civil Group LLC
Wm. Winkler Company
Wolfskillconstruction, llc
Woodland Industries

Business Registration Information

Account Activity Status: Active

Date Registered: 07/28/2023

Date Renewal:

Account Expiration Date: 07/28/2024

Roster & Business Type

Roster Type(s): Small Works

Business Type: Limited Liability Company

Number Of Employees: 1 - 30

Does your business qualify as a Small Business: Yes

Business Type: Limited Liability Company

Is your business's gross revenue under two hundred fifty thousand dollars annually as reported on your federal tax return: No

Is your business's gross revenue under one million dollars annually as reported on your federal tax return: Yes

Contact Information

Account Activity Status: Lowell's Cornerstone Construction LLC

Parent Company/Legal Business Name: Lowell's Cornerstone Construction LLC

Website URL:

Accept emergency work: Yes

Name: Carson Shearer

Branch Location: Ellensburg

Address: 1352 Tozer Road Ellensburg, WA 98926

Phone: 509-947-9500

Fax:

Email: lowellscornerstonellc@outlook.com

MRSC Administrative Contact: Yes

Notify this contact about project new opportunities: Yes

Emergency Work Contact: Yes

Classifications & Licenses

UBI #: 603298134

Number of WA Employees: 1 - 30

Employment Security #: 860,877-01

Federal Tax ID #: 463347570

Certifications

Federally Disadvantaged Business Enterprise:

LGBT-Owned Business Enterprise:

Small Business Enterprise:

WA Disadvantaged Business Enterprise (DBE):

WA Minority Business Enterprise (MBE):

WA Minority Woman Business Enterprise (WMBE):

WA Woman Business Enterprise (WBE):

WA Combination Business Enterprise (CBE):

Service Disabled Veteran Owned Small Business (SDVOSB):

HUBZone (Historically Underutilized Business Zone): No

8(a) Certified Firm by SBA: No

Upload a Statement of Qualifications

Selected Services

Small Works

Concrete and Masonry

- Concrete Barriers
- Concrete Flatwork
- Concrete Polishing and Staining
- Concrete Removal and Recycling
- Concrete Trip Hazard Removal
- Curbs, Gutters, Sidewalks, and Driveways
- Decorative Pavement
- Extruded Curbing
- Masonry Construction
- Retaining Walls
- Wheelchair Ramps and Grab Rails

Demolition/Deconstruction

- Asphalt Removal
- Building and Structures Demolition/Removal

Earthwork

- Excavation and Trucking
- Grading

Facility Construction, Repair, and Maintenance

- Carpentry - Finish

- Carpentry - Interior
- Carpentry - Rough
- Siding
- Tile, Marble, and Slate

Roadway Construction, Repair, and Maintenance

- Manhole and Valve Adjustments
- Snow Removal

Sanitary Sewer Construction, Repair, and Maintenance

- Pipeline Repair (Dig Up/Spot Repairs)
- Residential Side Sewer Service Installation
- Sanitary Sewer Construction
- Side Service Construction and Repair
- Temporary Bypass Pumping

Septic System

- Septic Tank Installation

Site Improvement, Repair, and Maintenance

- Fencing and Gates
- Irrigation Systems

Structures

- Carport Construction
- Metal Pole Buildings Construction
- Wood Pole Buildings Construction

Vegetation Work

- Brush and Vegetation Removal

Water Facility Construction, Repair, and Maintenance

- Fire Hydrant Installation, Repair, and Maintenance
- Water Main Construction, Repair and Maintenance
- Water Service Installation and Repair 2" or more

Selected Public Agency Rosters

Franklin

- City of Connell *

Grant - All

- City of Electric City *
- City of Ephrata *
- City of George *
- City of Grand Coulee *
- City of Mattawa *
- City of Moses Lake *
- City of Quincy *
- City of Royal City *
- City of Warden
- Columbia Basin Hospital *
- Grant County *
- Grant County Fire District # 13 *
- Grant County Fire Protection District #3 *
- Grant County Fire Protection District No. 8
- Grant County Port District #10
- Grant County Port District #5
- Grant County Port District #9
- Grant County Port District No.1
- Grant County Public Transportation Benefit Area d/b/a Grant Transit Authority *
- Multi-Agency Communications Center (MACC 911) *
- Port of Mattawa
- Quincy School District *
- Royal School District 160
- Royal Slope Fire Rescue & EMS *
- Samaritan Healthcare *
- Soap Lake School District *
- Town of Coulee City
- Town of Coulee Dam *
- Town of Hartline *

Grays Harbor - All

- Aberdeen School District #5 *
- City of Aberdeen *
- City of Cosmopolis *
- City of Hoquiam *
- City of McCleary *
- City of Oakville *
- City of Westport *
- Elma School District #68
- Grays Harbor Communications Center *

- Grays Harbor Conservation District
- Grays Harbor County *
- Grays Harbor County Fire Protection District No. 1 *
- Grays Harbor County Fire Protection District No. 2 *
- Grays Harbor County Public Hospital District No 1 *
- Grays Harbor County Water District #2 *
- Grays Harbor Fire District No. 10 *
- Grays Harbor Historical Seaport Authority *
- Grays Harbor PUD (Public Utility District No. 1 of Grays Harbor County) *
- Grays Harbor Transportation Authority *
- Montesano School District
- Satsop School District *
- South Beach Regional Fire Authority *
- Wishkah Valley School District #117 *

Island - All

- Central Whidbey Island Fire and Rescue *
- City of Langley *
- City of Oak Harbor *
- Clinton Water District
- Holmes Harbor Sewer District *
- ICOM 911 (Island County Emergency Services Communications Center) *
- Island County *
- Island County Fire District #1 (Camano Island Fire & Rescue) *
- Island County Public Transportation Benefit Area
- Island Health *
- Juniper Beach Water District *
- North Whidbey Fire and Rescue *
- North Whidbey Pool, Park, and Recreation District *
- Port District of South Whidbey Island
- Port of Coupeville *
- South Whidbey Fire/EMS
- South Whidbey Parks and Recreation District *
- South Whidbey School District #206 *
- Town of Coupeville *
- Whidbey Island Public Hospital District

Jefferson - All

- City of Port Townsend *
- Fort Worden Life Long Learning Center Public Development Authority *
- Jefferson County 911 *

- Jefferson County Fire Protection District 1
- Jefferson County Fire Protection District No. 2 *
- Jefferson County Public Works *
- Jefferson County Rural Library District
- Jefferson Transit Authority
- Port of Port Townsend *
- Port Townsend School District # 50
- Quilcene School District No. 48 *

King - All

- Cascade Water Alliance *
- Cedar River Water & Sewer District *
- Central District Community Preservation and Development Authority
- City of Algona *
- City of Auburn
- City of Black Diamond *
- City of Bothell *
- City of Burien *
- City of Carnation *
- City of Clyde Hill *
- City of Covington *
- City of Des Moines *
- City of Duvall *
- City of Enumclaw
- City of Federal Way *
- City of Kenmore *
- City of Kent
- City of Kirkland *
- City of Lake Forest Park *
- City of Maple Valley *
- City of Medina *
- City of Mercer Island *
- City of Newcastle *
- City of Normandy Park *
- City of North Bend *
- City of Pacific *
- City of Redmond *
- City of Renton *
- City of Sammamish *
- City of SeaTac *

- City of Shoreline *
- City of Snoqualmie
- City of Tukwila *
- Coal Creek Utility District *
- Community Roots Housing *
- Covington Water District *
- Des Moines Pool Metropolitan Park District
- Duvall-King County Fire District 45 *
- Eastside Fire & Rescue *
- Enumclaw Fire Department *
- Highlands Sewer District
- Highline Water District *
- Historic Seattle Preservation and Development Authority *
- Kent School District No. 415 *
- King Conservation District *
- King County *
- King County Fire District #39 *
- King County Fire District No. 2 *
- King County Fire District No. 20 *
- King County Fire Protection District #47
- King County Housing Authority *
- King County Library System *
- KING COUNTY PUBLIC HOSPITAL DISTRICT #4 *
- King County Water District #117
- King County Water District #90 *
- King County Water District No. 49 *
- King County Water District No. 54 *
- Lake Forest Park Water District (King County Water District #83)
- Lake Meridian Water District
- Lake Washington School District #414 *
- Lakehaven Water and Sewer District
- Meydenbauer Center (Bellevue Convention Center Authority)
- Midway Sewer District
- Mountain View Fire and Rescue *
- NE Sammamish Sewer & Water District *
- North East King County Regional Public Safety Communications Agency
- Northshore Parks and Recreation Service Area
- Northshore Utility District *
- Puget Sound Educational Service District #121 *
- Puget Sound Emergency Radio Network Operator *

- Puget Sound Regional Fire Authority *
- Renton Regional Fire Authority *
- RSD School District *
- Seattle Housing Authority *
- Shoreline Fire Department *
- Shoreline School District
- Si View Metropolitan Park District *
- Skyway Water & Sewer District *
- Soos Creek Water and Sewer District *
- Sound Transit (Central Puget Sound Regional Transit Authority) *
- South Correctional Agency (SCORE) *
- Southwest Suburban Sewer District
- Stevens Pass Sewer District *
- Town of Beaux Arts Village *
- Town of Hunts Point *
- Town of Skykomish *
- Town of Yarrow Point *
- Tukwila Pool Metropolitan Park District *
- Tukwila School District No. 406 *
- University of Washington - Facilities *
- Valley Regional Fire Authority *
- Vashon Island School District
- Vashon Sewer District *
- Washington State Convention Center Public Facilities District *
- Water District 119 of King County *
- Water District 19 *
- Woodinville Water District *

Kitsap - All

- Bainbridge Island Fire Department *
- Bainbridge Island Metropolitan Park & Recreation District *
- Bremerton School District 100-C *
- Central Kitsap Fires & Rescue *
- Central Kitsap School District #401 *
- City of Bainbridge Island
- City of Bremerton *
- City of Port Orchard *
- City of Poulsbo *
- Housing Authority of the City of Bremerton *
- Kitsap 911 Public Authority *

- Kitsap Conservation District *
- Kitsap County *
- Kitsap County Consolidated Housing Authority *
- Kitsap County Sewer District No. 7
- Kitsap PUD (Public Utility District No. 1 of Kitsap County)
- Kitsap Regional Library
- Kitsap Transit (Kitsap County Public Benefit Transportation Area Authority) *
- MANCHESTER WATER DISTRICT *
- North Kitsap Fire & Rescue *
- North Kitsap School District
- North Perry Avenue Water District *
- Port of Bremerton *
- Port of Brownsville *
- Port of Kingston *
- Port of Poulsbo *
- Poulsbo Fire Department *
- Silverdale Water District *
- South Kitsap Fire and Rescue *
- South Kitsap School District *
- The Port of Silverdale *
- West Sound Utility District #1 *

Kittitas - All

- City of Cle Elum *
- City of Ellensburg *
- City of Kittitas *
- City of Roslyn
- Cle Elum - Roslyn School District No. 404 *
- Housing Authority of Kittitas County *
- Kittitas County *
- Kittitas County Conservation District
- Kittitas County Fire District #7 *
- Kittitas County Fire District No. 2 *
- Snoqualmie Pass Utility District *

Klickitat - All

- Centerville School District # 215 *
- City of Bingen
- City of White Salmon *
- Husum Fire Dept.-Klickitat CoFire Dist. 3 *
- Klickitat County Public Hospital District No 2

- Klickitat School District #402 *
- Klickitat Valley Health *
- Lyle School District
- Underwood Conservation District *
- White Salmon Valley School District
- Wishram School District 94

Lewis - All

- Centralia School District *
- City of Chehalis *
- City of Mossyrock
- City of Vader *
- Evaline School District No 36
- Housing Authority of the City of Longview
- Lewis County *
- Morton School District *
- Pe Ell School District
- Port of Chehalis
- Public Utility District No. 1 of Lewis County *
- Town of Pe Ell
- Winlock School District

Lincoln - All

- City of Sprague *
- Lincoln County *
- Lincoln County Public Hospital District #1 *
- Reardan-Edwall School District No. 9 *
- Town of Odessa *
- Town of Wilbur

Mason - All

- Belfair Water District #1 *
- City of Shelton *
- Hartstene Pointe Water Sewer District
- Mason Conservation District *
- Mason County Fire District 5
- Mason County Fire Protection District 4 *
- Mason County Fire Protection District No. 6
- Mason County Public Works *
- Mason County PUD No. 1
- Mason County PUD No. 3
- Mason Transit Authority (MTA) *

- North Mason Regional Fire Authority
- North Mason School District #403 *
- Port of Allyn *
- Port of Hoodspoint
- Port of Shelton *
- Public Hospital District No. 1 of Mason County, WA *

Okanogan - All

- Aeneas Lake Irrigation District
- City of Brewster *
- City of Omak *
- City of Pateros *
- METHOW VALLEY SCHOOL DISTRICT #350
- Okanogan Conservation District *
- Okanogan County Public Hospital District #3 *
- Okanogan County Public Hospital District #4 *
- Okanogan County Transit Authority *
- Okanogan Douglas District Hospital #1
- Pateros School District
- Town of Conconully
- Town of Coulee Dam *

Pacific - All

- City of Ilwaco *
- City of Long Beach
- City of South Bend
- Housing Authority of the City of Longview
- North Beach Water District *
- Pacific County *
- Port of Ilwaco
- Public Hospital District 3 of Pacific County
- Public Utility District No. 2 of Pacific County *

Pend Oreille - All

- Pend Oreille County *
- Pend Oreille County Fire District 2 *
- Pend Oreille County Public Hospital District #1 *
- Ponderay Shores Water & Sewer District
- South Pend Oreille Fire & Rescue *
- Town of Lone *

Pierce - All

- Bethel School District *
- Carbonado Historical School District #19 *
- Central Pierce Fire & Rescue *
- City of Bonney Lake *
- City of Buckley *
- City of DuPont *
- City of Edgewood *
- City of Fife *
- City of Fircrest *
- City of Gig Harbor *
- City of Lakewood *
- City of Milton *
- City of Orting *
- City of Puyallup *
- City of Roy *
- City of Ruston
- City of Sumner *
- City of University Place
- Clover Park School District #400
- Dieringer School District *
- East Pierce Fire & Rescue *
- Fife School District
- Gig Harbor Fire & Medic One (Pierce County Fire District #5) *
- Holiday Hills Community Club Inc *
- Key Peninsula Metropolitan Park District
- Lakewood Water District
- McKenna Water District
- Orting School District #344
- PC Fire District No. 18 *
- Peninsula Metropolitan Park District *
- Pierce Conservation District *
- Pierce County *
- Pierce County Fire District #14
- Pierce County Fire Protection District No. 21 *
- Pierce County Housing Authority *
- Pierce County Rural Library District *
- Pierce Transit *
- Port of Tacoma
- South Pierce Fire & Rescue *
- South Sound 911 Public Authority *

- Steilacoom Historical School District #1 *
- Sumner-Bonney Lake School District
- Tacoma Housing Authority *
- Tacoma School District #10 *
- Tacoma-Pierce County Health Department *
- Town of Carbonado
- Town of Eatonville *
- Town of South Prairie *
- Town of Steilacoom
- Town of Wilkeson
- University Place School District
- Valley Water District *
- West Pierce Fire & Rescue (Pierce County Fire District No. 3) *
- White River School District #416

Adams - All

- Adams County *
- Adams County Fire District 5 Othello Fire *
- City of Othello *
- City of Ritzville *
- Computer Telephony Innovations dba Voxtelesys *
- East Columbia Basin Irrigation District *
- OTHELLO COMMUNITY HOSPITAL
- Port of Othello
- Town of Washtucna *
- Washtucna School District #109

San Juan - All

- Fisherman Bay Sewer District
- Orcas Island Health Care District *
- Orcas Island Library District
- Port of Friday Harbor *
- San Juan County *
- San Juan County Fire Protection District #2 *
- San Juan County Fire Protection District 5 *
- San Juan County Public Hospital District No. 1
- San Juan Island Library District *
- San Juan Island Park and Recreation District
- Shaw Island School District 10 *
- The Port of Orcas *
- Town of Friday Harbor *

Asotin - All

- Asotin County Public Health *
- Asotin-Anatone School District *
- Port of Clarkston *

Skagit - All

- Central Skagit Rural Partial County Library District *
- City of Anacortes *
- City of Burlington *
- City of Mount Vernon
- City of Sedro-Woolley *
- Northwest Clean Air Agency
- Port of Skagit County *
- Public Hospital District No. 1, Skagit County WA *
- Sedro-Woolley Housing Authority *
- Skagit County *
- Skagit County Dike & Drainage District Flood Control Partnership *
- Skagit County Fire District #11 *
- Skagit County Fire District #8 *
- Skagit County Fire District 13 *
- Skagit County Fire Protection District 2 *
- Skagit County Public Hospital District No. 304
- Skagit Transit System *
- Town of Hamilton *
- Town of La Conner *
- Town of Lyman

Skamania - All

- City of North Bonneville *
- Port Of Skamania County
- Skamania County *
- Skamania County Public Hospital District No. 1 (dba Skamania County EMS) *
- Underwood Conservation District *

Chelan - All

- Cascadia Conservation District *
- Chelan County
- Chelan County Fire District 5 *
- Chelan County FPD 6 *
- Chelan County Public Hospital District #1
- Chelan County Public Hospital District #2
- Chelan-Douglas PTBA *

- City of Cashmere *
- City of Chelan
- City of Entiat
- City of Leavenworth
- City of Wenatchee
- Entiat School District *
- Lake Wenatchee Fire & Rescue
- North Central Regional Library *
- Stevens Pass Sewer District *
- The Greater Wenatchee Regional Events Center Public Facilities District *
- Upper Columbia Irrigation District *
- Wenatchee School District #246

Snohomish - All

- Arlington School District #16 *
- AWWD *
- City of Arlington *
- City of Brier *
- City of Edmonds
- City of Everett *
- City of Gold Bar *
- City of Granite Falls
- City of Lake Stevens *
- City of Lynnwood *
- City of Marysville *
- City of Mill Creek *
- City of Monroe *
- City of Mountlake Terrace *
- City of Mukilteo *
- City of Snohomish *
- City of Stanwood *
- City of Sultan *
- Cross Valley Water District *
- Edmonds Public Facilities District
- Edmonds School District #15 *
- Everett Public Facilities District *
- Highland Water District *
- Housing Authority of Snohomish County *
- Lake Stevens Sewer District *
- Lakewood School District *

- Lynnwood Public Facilities District *
- Marysville Fire District *
- Mukilteo Water and Wastewater District *
- North County Regional Fire Authority *
- Olympic View Water & Sewer District *
- Port of Edmonds *
- Port of Everett *
- Public Hospital District #2, Snohomish County *
- Public Hospital District No. 3, Snohomish County
- Silver Lake Water & Sewer District *
- Sno-Isle Intercounty Rural Library District *
- Snohomish Conservation District *
- SNOHOMISH COUNTY 911 *
- Snohomish County Fire District #26
- Snohomish County Fire District #4 *
- Snohomish County Fire District #5
- Snohomish County Fire District 17 *
- Snohomish County Fire District 19 *
- Snohomish County Fire Protection District No. 21 *
- Snohomish Regional Fire & Rescue *
- Snohomish School District *
- South Snohomish County Fire and Rescue Regional Fire Authority *
- Town of Darrington *
- Town of Woodway *
- Washington School Information Processing Cooperative *

Clallam - All

- City of Forks *
- City of Port Angeles *
- City of Sequim *
- Clallam County Fire District #3 *
- Clallam County Fire Protection District #6 *
- Clallam County Fire Protection District No. 2 *
- Clallam County Fire Protection District No. 4 *
- Clallam County Public Works
- North Olympic Library System *
- Peninsula Housing Authority *
- Port of Port Angeles
- PUD No. 1 of Clallam County
- Sequim School District *

- Sunland Water District *

Clark - All

- C-Tran (Clark County Public Transportation Benefit Area) *
- City of Battle Ground
- City of Camas *
- City of La Center *
- City of Ridgefield *
- City of Vancouver *
- City of Washougal *
- City of Woodland *
- Clark County *
- Clark County Fire District #13 *
- Clark County Fire District 5
- Clark Regional Wastewater District *
- Clark-Cowlitz Fire Rescue *
- ESD112 Construction Services Group
- Evergreen School District #114
- Fort Vancouver Regional Library District *
- La Center School District *
- North Country EMS *
- Port of Ridgefield *
- Ridgefield School District *
- The Southwest Washington Council of Governments on Aging & Disabilities *
- Town of Yacolt
- Washougal School District #112 *

Stevens - All

- City of Kettle Falls *
- Colville School District 115 *
- Public Utility District No. 1 of Stevens County *
- Stevens County *
- Stevens County Conservation District
- Summit Valley School District #202 *
- Town of Marcus
- Town of Northport *
- Town of Springdale *
- Wellpinit School District #49 *

Columbia - All

- City of Dayton *
- Dayton School District

Thurston - All

- City of Lacey *
- City of Olympia
- City of Rainier
- City of Tenino *
- City of Tumwater
- City of Yelm *
- Griffin School District #324
- LOTT Clean Water Alliance
- Olympia School District *
- Olympic Region Clean Air Agency
- Port of Olympia *
- THURSTON 911 COMMUNICATIONS *
- Thurston Conservation District *
- Thurston County *
- Thurston County Fire District #6 *
- Thurston County Fire District No. 9 *
- Thurston County Fire Prevention District 3 (Lacey Fire District 3) *
- Thurston County Fire Protection District #17 *
- Thurston County Fire Protection District 12
- Thurston County Fire Protection District 13 *
- Thurston County Fire Protection District 8 *
- Timberland Regional Library *
- Town of Bucoda *
- Tumwater School District #33
- Washington State Transit Insurance
- West Thurston Regional Fire Authority *

Cowlitz - All

- Beacon Hill Water & Sewer Distr *
- City of Castle Rock *
- City of Kalama *
- City of Kelso
- City of Longview
- City of Woodland *
- Cowlitz 911 *
- Cowlitz County *
- Cowlitz County Fire District #5 *
- Cowlitz County Fire District 6
- Cowlitz County Fire Protection District #1 *

- Housing Authority of the City of Longview
- Kalama School District No. 402 *
- Port of Kalama
- Port of Longview *
- Three Rivers Regional Wastewater Authority
- Woodland School District #404 *

Wahkiakum - All

- Town of Cathlamet *
- Wahkiakum County Port District #2 *

Douglas - All

- City of Bridgeport *
- City of East Wenatchee *
- City of Rock Island
- Douglas County *
- Douglas County Fire District #4 *
- Eastmont Metropolitan Park District
- Eastmont School District 206
- Foster Creek Conservation District *
- Greater Bar Water District *
- Mansfield School District *
- Palisades School District #102 *
- Public Utility District No. 1 of Douglas County *
- Town of Coulee Dam *
- Town of Mansfield *
- Town of Waterville *

Walla Walla - All

- City of College Place *
- City of Waitsburg *
- City of Walla Walla
- COLUMBIA SCHOOL DISTRICT #400 *
- Waitsburg School District *

Ferry - All

- Ferry County Public Works *
- Inchelium School District #70 *

Whatcom - All

- Bellingham School District No. 501
- Birch Bay Water & Sewer District
- City of Bellingham *

- City of Blaine *
- City of Everson *
- City of Ferndale *
- City of Nooksack
- City of Sumas *
- Glacier Water District
- Lake Whatcom Water & Sewer District *
- Point Roberts Water District No. 4
- Port of Bellingham
- Samish Water District
- South Whatcom Regional Fire Authority *
- Western Washington University
- Whatcom Conservation District *
- Whatcom County
- Whatcom County Fire District 14 *
- Whatcom County Fire District 5
- Whatcom County Rural Library District
- Whatcom County Water District #13
- Whatcom Transportation Authority

Yakima - All

- City of Granger
- City of Mabton *
- City of Moxee
- City of Selah
- City of Sunnyside *
- City of Toppenish
- City of Wapato
- City of Yakima
- City of Zillah *
- Highland School District #203 *
- Roza Irrigation District *
- Roza Sunnyside Board of Joint Control *
- Terrace Heights Sewer District *
- Yakima County *
- Yakima Valley Conference of Governments *
- Yakima Valley Regional Libraries

Business Registration Information

Account Activity Status: Active

Date Registered: 09/18/2023

Date Renewal: 09/18/2023

Account Expiration Date: 09/18/2024

Roster & Business Type

Roster Type(s): Small Works , Vendor

Business Type: Limited Liability Company

Number Of Employees: 1 - 30

Does your business qualify as a Small Business: Yes

Business Type: Limited Liability Company

Is your business's gross revenue under two hundred fifty thousand dollars annually as reported on your federal tax return: Yes

Is your business's gross revenue under one million dollars annually as reported on your federal tax return: Yes

Contact Information

Account Activity Status: Mr. Asphalt and Sons LLC

Parent Company/Legal Business Name: Mr. Asphalt and Sons LLC

Website URL: www.mrasphaltandsons.com

Accept emergency work: Yes

Name: miguel rangel

Title: manager

Branch Location: 103001 W Old Inland Empire Hwy

Address: 103001 W Old Inland Empire Hwy Prosser, WA 99350

Phone: 509-790-7103

Fax:

Email: miguel@mrspphaltandsons.com

MRSC Administrative Contact: Yes

Notify this contact about project new opportunities: Yes

Emergency Work Contact: Yes

Classifications & Licenses

UBI #: 603618922

Number of WA Employees: 1 - 30

Employment Security #:

Federal Tax ID #: 812750067

Certifications

Federally Disadvantaged Business Enterprise:

LGBT-Owned Business Enterprise:

Small Business Enterprise:

WA Disadvantaged Business Enterprise (DBE):

WA Minority Business Enterprise (MBE):

WA Minority Woman Business Enterprise (WMBE):

WA Woman Business Enterprise (WBE):

WA Combination Business Enterprise (CBE):

Service Disabled Veteran Owned Small Business (SDVOSB):

HUBZone (Historically Underutilized Business Zone): No

8(a) Certified Firm by SBA: No

Upload a Statement of Qualifications

Selected Services

Small Works

Concrete and Masonry

- Concrete Cutting and Sacking
- Concrete Flatwork
- Concrete Pavement
- Concrete Removal and Recycling
- Concrete Trip Hazard Removal
- Curbs, Gutters, Sidewalks, and Driveways
- Retaining Walls

Demolition/Deconstruction

- Asphalt Removal
- Building and Structures Demolition/Removal
- Buildings and Structures Moving

Earthwork

- Dust Control
- Excavation and Trucking
- Grading

Facility Construction, Repair, and Maintenance

- General Contractor (employs 2+ subcontractors)

Roadway Construction, Repair, and Maintenance

- Asphalt Pavement Chip/Crack Repair

- Asphalt Pavement Grinding, Planing and Pulverization
- Asphalt Pavement Minor Repairs
- Asphalt Pavement Renewal
- Asphalt Pavement Roadways
- Asphalt Pavement Seal Coating
- Asphalt Pavement Speed Bumps
- Bike Lane/Bus Lane Coatings
- Chip Seal / Bituminous Paving
- Concrete Paving
- Manhole and Valve Adjustments
- Pavement Markings
- Roadway Construction
- Slurry Seal
- Snow Removal
- Waterproofing/Coating/Sealants

Sanitary Sewer Construction, Repair, and Maintenance

- Grouting and Sealing
- Manhole Rehabilitation
- Pipeline Repair (Dig Up/Spot Repairs)

Site Improvement, Repair, and Maintenance

- Fencing and Gates
- Sign Installation
- Signs
- Underground Utility Locating

Storm Drainage Facility Construction, Repair, and Maintenance

- Bank Stabilization
- Catchbasin/Manhole Rehabilitation and Repair
- Culverts - Large Diameter
- Detention/Retention Ponds
- Pipeline Repair (Dig Up/Spot Repairs)
- Storm Drainage Construction

Vegetation Work

- Brush and Vegetation Removal
- Landscape Improvements (Not Maintenance)
- Stump Grinding and Removal
- Tree Trimming and Removal (Line Clearance Required)
- Vegetation Disposal

Water Facility Construction, Repair, and Maintenance

- Fire Hydrant Installation, Repair, and Maintenance
- Water Main Construction, Repair and Maintenance
- Water Service Installation and Repair 2" or more

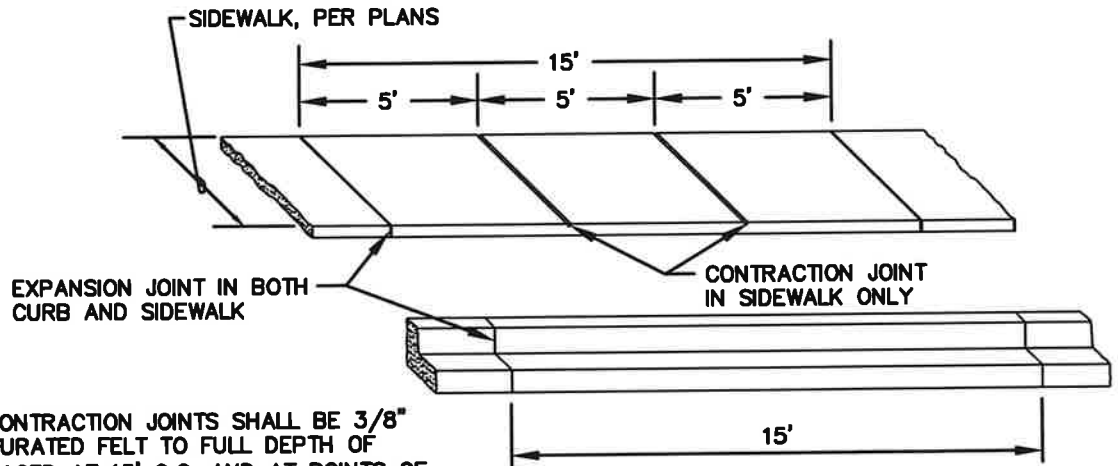
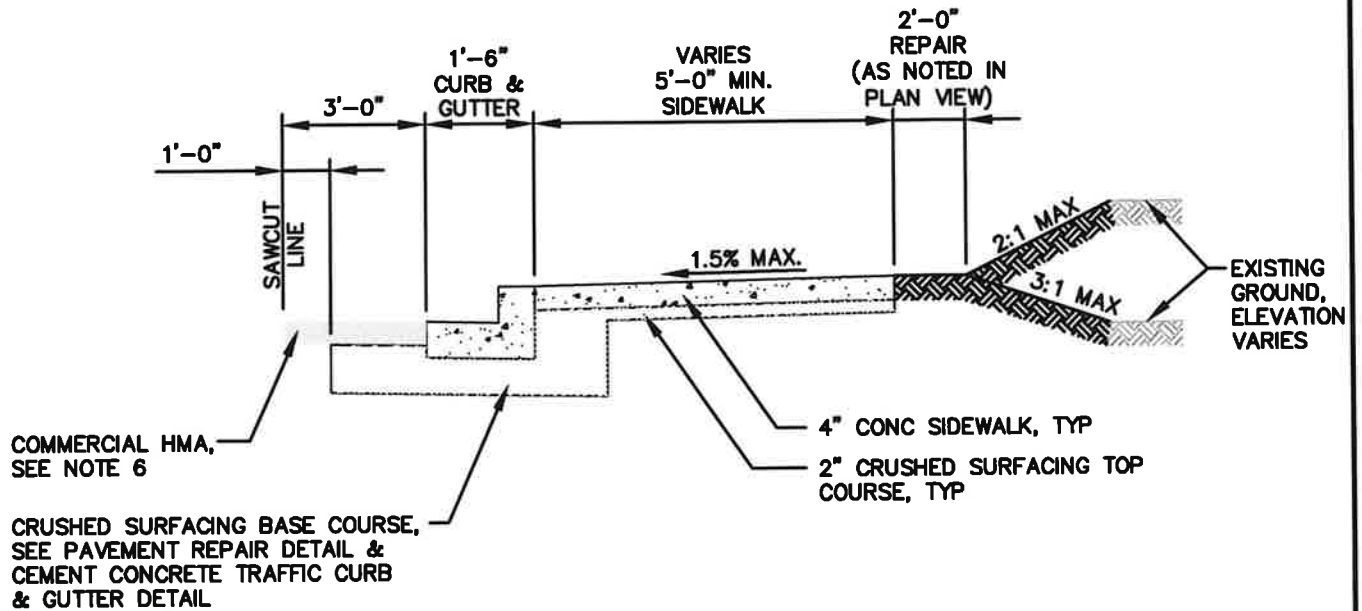
Vendor

Logistics and Freight Services

- Freight Services

Selected Public Agency Rosters

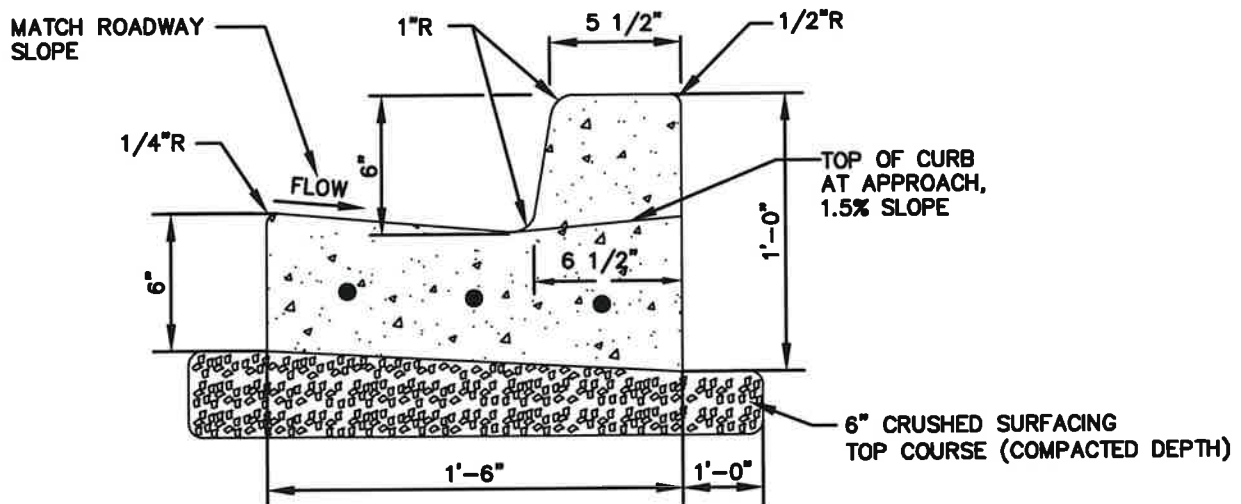
Statewide



NOTES

1. EXPANSION/CONTRACTION JOINTS SHALL BE 3/8" ASPHALT SATURATED FELT TO FULL DEPTH OF CONCRETE PLACED AT 15' O.C. AND AT POINTS OF TANGENCY ON CURVES, AT CATCH BASINS/INLETS, AND AT EDGES OF ALLEYS, DRIVEWAYS, AND CURB RAMPS.
2. V-GROOVE MARKS SHALL BE 1/8" DEEP AND 1/4" WIDE PLACED AT 5' OC FOR 5' SIDEWALKS.
3. ALL JOINTS SHALL BE CLEAN AND EDGED TO A 1/4" RADIUS. JOINTS SHALL BE FLUSH WITH THE FINISHED SURFACE.
4. SIDEWALK SHALL CONSIST OF 4" DEPTH CEMENT CONC. PLACED ON 2" COMPACTED DEPTH CRUSHED SURFACING BASE COURSE.
5. FOUR FEET OF WIDTH SHALL BE THE MINIMUM PEDESTRIAN ACCESSIBLE ROUTE FREE OF VERTICAL AND HORIZONTAL OBSTRUCTIONS. GRATINGS, ACCESS COVERS, JUNCTION BOXES, CABLE VAULTS, PULL BOXES AND OTHER APPURTENANCES WITHIN THE SIDEWALK MUST HAVE SLIP RESISTANT SURFACES, BE FLUSH WITH SURFACE, AND MATCH GRADE OF THE SIDEWALK.
6. COMMERCIAL HMA PER TYPICAL ROADWAY SECTION FOR NEW CONSTRUCTION OR COMMERCIAL HMA PER TRENCH PATCH DETAIL IF ADDING SIDEWALK TO AN EXISTING ROADWAY.





NOTES:

1. EXPANSION JOINT MATERIAL SHALL BE 3/8" THICK PREMOLDED JOINT FILLER FULL THICKNESS OF CONCRETE SPACING.
2. FORMS AND SUBGRADE INSPECTION AND APPROVAL BY THE CONTRACTING AGENCY REQUIRED PRIOR TO POURING CONCRETE.
3. THE TOP, FACE & GUTTER SHALL BE BROOM FINISHED PARALLEL TO THE ROADWAY.
4. 3 - #4 REBAR AT DRIVEWAYS AND DEPRESSIONS.

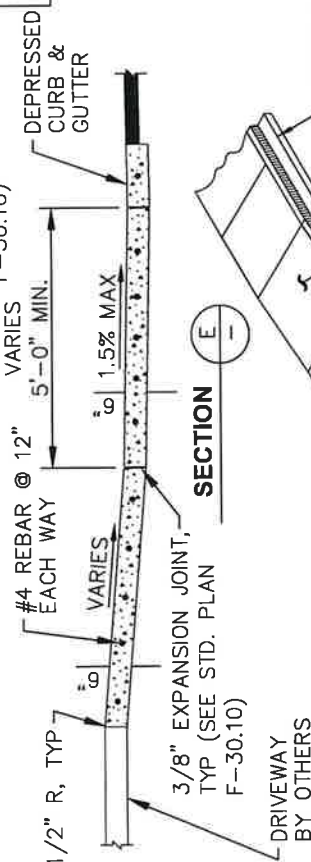
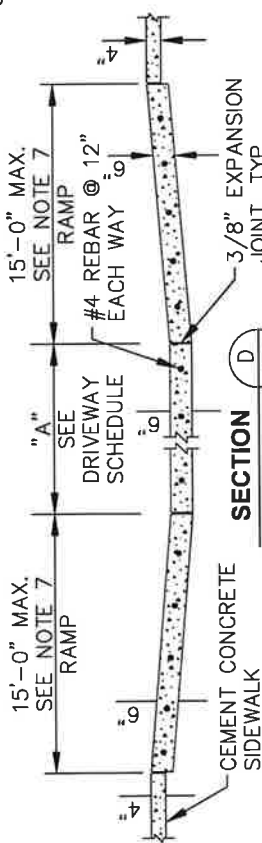
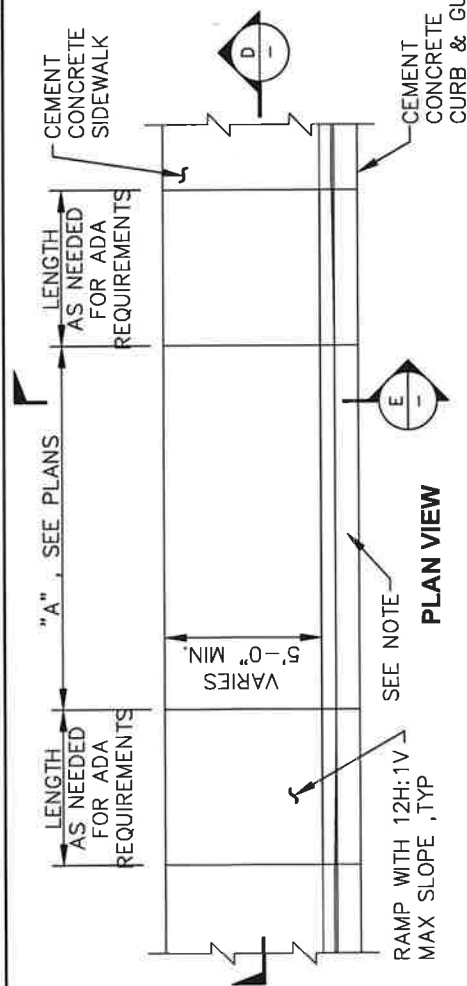


DETAIL ST-3
TYPICAL CURB AND GUTTER

Gray & Osborne, Inc.
CONSULTING ENGINEERS

NOTES:

1. WHEN THE DRIVEWAY WIDTH EXCEEDS 10 FEET, CONSTRUCT A FULL DEPTH EXPANSION JOINT, SEE WSDOT STANDARD PLAN F-30.10 WITH 3/8" JOINT FILLER ALONG THE DRIVEWAY CENTERLINE. CONSTRUCT EXPANSION JOINTS PARALLEL WITH THE CENTERLINE AS REQUIRED AT 15' MAX SPACING WHEN DRIVEWAY WIDTHS EXCEED 30'.
2. COMPACT NATIVE MATERIAL TO 95%.
3. 6" CEMENT CONCRETE CLASS 4000.
4. 2" CRUSHED SURFACING TOP COURSE FOR BASE. CRUSHED SURFACING MATERIAL BENEATH CONCRETE DRIVEWAY NOT SHOWN FOR CLARITY.
5. CONCRETE DRIVEWAYS SHALL INCLUDE #4 REBAR AS SHOWN.
6. AVOID PLACING DRAINAGE STRUCTURES, JUNCTION BOXES OR OTHER OBSTRUCTIONS IN FRONT OF DRIVEWAY ENTRANCES.
7. THE CURB RAMP MAXIMUM RUNNING SLOPE SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15' (FT) TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP GRADES. WHEN APPLYING THE 15' (FT) MAX. LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS FEASIBLE.
8. RAMPS SHALL BE ADA COMPLIANT.

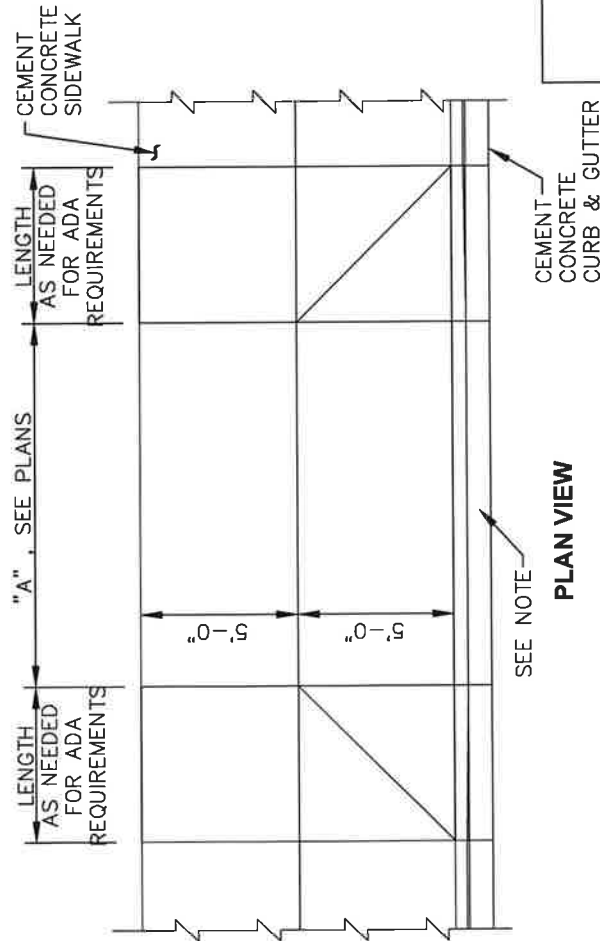


DRIVEWAY SEPARATION (MEASURED FROM BOTTOM OF THE TAPERS)

	PRIMARY ARTERIAL	MINOR ARTERIAL	MAJOR COLLECTOR	MINOR COLLECTOR	LOCAL ACCESS
DISTANCE FROM INTERSECTIONS	100 FEET	75 FEET	50 FEET	30 FEET	30 FEET
DISTANCE FROM INTERIOR LOT LINES	30 FEET	20 FEET	20 FEET	TAPER LENGTH	TAPER LENGTH
SEPARATION BETWEEN DRIVEWAYS ON ONE LOT	100 FEET	75 FEET	60 FEET	12 FEET	12 FEET

DRIVEWAY WIDTH
SINGLE - 10 FEET MIN.
DUPLEX - 30 FEET MAX.
OTHER - 40 FEET MAX.





PLAN VIEW

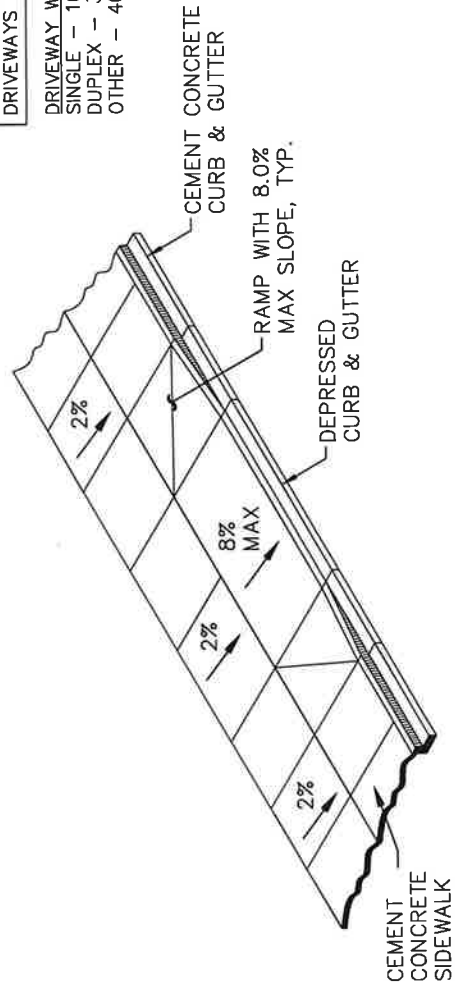
NOTES:

1. WHEN THE DRIVEWAY WIDTH EXCEEDS 10 FEET, CONSTRUCT A FULL DEPTH EXPANSION JOINT, SEE WSDOT STANDARD PLAN F-30.10 WITH 3/8" JOINT FILLER ALONG THE DRIVEWAY CENTERLINE. CONSTRUCT EXPANSION JOINTS PARALLEL WITH THE CENTERLINE AS REQUIRED AT 15' MAX SPACING WHEN DRIVEWAY WIDTHS EXCEED 30'.
2. COMPACT NATIVE MATERIAL TO 95%.
3. 6" CEMENT CONCRETE CLASS 4000.
4. 2" CRUSHED SURFACING TOP COURSE FOR BASE. CRUSHED SURFACING MATERIAL BENEATH CONCRETE DRIVEWAY NOT SHOWN FOR CLARITY.
5. CONCRETE DRIVEWAYS SHALL INCLUDE #4 REBAR AS SHOWN.
6. AVOID PLACING DRAINAGE STRUCTURES, JUNCTION BOXES OR OTHER OBSTRUCTIONS IN FRONT OF DRIVEWAY ENTRANCES.
7. THE CURB RAMP MAXIMUM RUNNING SLOPE SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15' (FT) TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP GRADES, WHEN APPLYING THE 15' (FT) MAX. LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS FEASIBLE.
8. RAMPS SHALL BE ADA COMPLIANT.

DRIVEWAY SEPARATION (MEASURED FROM BOTTOM OF THE TAPERS)

	PRIMARY ARTERIAL	MINOR ARTERIAL	MAJOR COLLECTOR	MINOR COLLECTOR	LOCAL ACCESS
DISTANCE FROM INTERSECTIONS	100 FEET	75 FEET	50 FEET	30 FEET	30 FEET
DISTANCE FROM INTERIOR LOT LINES	30 FEET	20 FEET	20 FEET	TAPER LENGTH	TAPER LENGTH
SEPARATION BETWEEN DRIVEWAYS ON ONE LOT	100 FEET	75 FEET	60 FEET	12 FEET	12 FEET

DRIVEWAY WIDTH
SINGLE - 10 FEET MIN.
DUPLEX - 30 FEET MAX.
OTHER - 40 FEET MAX.



**DETAIL ST-5
CONCRETE DRIVEWAY ENTRANCE OPTION B**



CITY OF MATTAWA STAFF REPORT

To: Mayor Celaya and City Council
From: Public Works Department
Date: December 12, 2023
Proceeding Type: New Business
Subject: RCO Grant Agreement

Legislative History:

• First Presentation:	December 12, 2023
• Second Presentation:	
• Requested Action:	Motion

Staff Report Summary

The subject in front of the City Council is to approve the RCO Grant Agreement.

Background

The RCO Grant will fund the purchase of maintenance equipment to include a box scraper, lawn mower, tress, and spike aerator and support park facilities including tables, benches, and trash cans.

Fiscal and Policy Implications

Financial impacts are expected to be \$56,450 in grant. Budget amendment to follow. No policy implications are expected besides following grant agreement and reporting.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT	

Options

1. Approve the RCO Grant Agreement
2. Do not approve the RCO Grant Agreement and reject the \$56,450.

Staff Recommendation

1. Approve the RCO Grant Agreement

Attachments

A.	RCO GRANT Agreement
----	---------------------

The following documents are attached and subject for reviewal:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	N/A			
Legal	▪ PDF	Staff Report	12/18/2023	
Financial	▪ WORD	Staff Report	12/18/2023	
Comment:				

Project Sponsor: City of Mattawa
Project Title: Hund Memorial Park Maintenance Equipment

Project Number: 23-1770M
Approval Date: 11/30/2023

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) for the project identified above (Project) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917, and City of Mattawa (Sponsor, and primary Sponsor), 521 Government Rd, Mattawa, WA 99349, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Sponsor attests that prior to and during the Period of Performance, its Authorized Representative(s)/Agent(s) identified on the original signed Applicant Resolution/Authorization has full authority to legally bind the Sponsor(s) regarding all matters related to the Project, including but not limited to, full authority to: (1) sign the grant application for grant assistance, (2) enter into this Agreement, including indemnification, (3) enter into amendments to this Agreement. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, a Sponsor may change its Authorized Representative/Agent only by providing the RCO written notice of the change and identifying the new designee authorized to sign as Authorized Representative/Agent. Unless and until such written notice is provided to RCO, RCO shall recognize only the person initially identified as the Authorized Representative/Agent.
- B. RCO reserves the right at any time to request, and Sponsor has the obligation to provide authorizations and documents that demonstrate any signatory to this Agreement or an amendment has the authority to legally bind the Sponsor.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a Local Parks Maintenance Program grant is made from the General Fund State Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Mattawa will use this grant to purchase maintenance equipment to include a lawn mower, box scraper attachment, and tress and spike aerator. This grant will also purchase support park amenities such as tables, benches, and trash cans. The primary recreational activity supported by the project is maintenance of outdoor recreation sites.

PERIOD OF PERFORMANCE

The period of performance begins on December 1, 2023 (project start date) and ends on June 30, 2024 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO has the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this maintenance project, the Sponsor's ongoing obligations for the project area shall be for the period of performance of this Agreement. For equipment purchased as part of the project, the Sponsor's ongoing obligation shall comply with the

Treatment of Equipment and Assets section and applicable RCO Manuals identified herein.

PROJECT FUNDING AND REIMBURSEMENT PERIOD(S)

The total grant award provided for this project shall not exceed \$56,450.00. The RCO shall not pay any amount beyond that approved for grant funding of the project.:

	Percentage	Dollar Amount	Source of Funding
Office - Local Parks Mnt Multi-Tier 1	100.00%	\$56,450.00	State
Total Project Cost	100.00%	\$56,450.00	

If this Grant Agreement's period of performance spans more than one state fiscal year (July 1st through June 30th), Sponsor's work performed in each fiscal year shall be reimbursed only with the funds available in that fiscal year. RCO shall not be obligated to reimburse work performed in one single fiscal year with funds from another fiscal year.

Grant funds that are not expended through a reimbursement request in one fiscal year (unused funds) shall not be carried over to the next fiscal year, and Sponsor has no right to these funds in the next fiscal year. Sponsor shall forfeit unspent grant funds, which shall remain with RCO unless otherwise made available as part of an amended Agreement.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement shall be effective unless set forth in writing and signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement, including any amendment thereto, is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purposes of this Agreement, the following RCO manuals are deemed applicable and are incorporated as terms of this Agreement:

- Local Parks Maintenance Grant - Manual 27
- Reimbursements - Manual 8

SPECIAL CONDITIONS

For cultural resources compliance purposes, the sponsor has certified that the scope of work included within this Project meets the conditions outlined in Manual 27 as a Multisite project that only includes Tier 1 activities, and that all maintenance activities do not include ground disturbing actions or involve work on a historic-era structures. The sponsor must adhere to the standard Inadvertent Discovery Protocols as outlined in this grant agreement.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Anabel Martinez
Office Mgr / Clerk-Treasurer
521 Government Road
Mattawa, WA 99349
amartinez@cityofmattawa-wa.gov

RCO Contact

Jesse Sims
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
jesse.sims@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 23-1770, shall become effective and binding on the date signed by both the Sponsor's and the RCO's Authorized Representative/Agent, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed, and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Mattawa

By: _____

Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office

By: _____

Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 10/26/2023

Project Sponsor: City of Mattawa
Project Title: Hund Memorial Park Maintenance Equipment

Project Number: 23-1770M
Approval Date: 11/30/2023

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Maintenance Metrics

Worksite #1, Hund Memorial Park

Equipment

Purchase maintenance equipment

Equipment costing over \$5,000:

Lawn mower

Purchase attachments for equipment

Describe the items being purchased:

Box scraper attachment

Project Sponsor: City of Mattawa
Project Title: Hund Memorial Park Maintenance Equipment

Project Number: 23-1770M
Approval Date: 11/30/2023

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	12/01/2023	
	Cultural Resources Complete	12/31/2023	Inadvertent Discovery Plan submitted.
	Purchase Equipment	03/01/2024	
	Progress Report Due	03/15/2024	
	Annual Project Billing Due	03/31/2024	
	Agreement End Date	06/30/2024	
	Final Billing Due	08/15/2024	
	Final Report Due	08/15/2024	

Note: If the project is approved for and receives year two funding, RCO will amend the agreement and add new milestones for spending the new money.

Project Sponsor: City of Mattawa
Project Title: Hund Memorial Park Maintenance Equipment

Project Number: 23-1770M
Approval Date: 11/30/2023

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 12/12/2023.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the version current on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout the Agreement, the following terms shall have the meaning set forth below (Note: not all defined terms may be present in a particular Agreement):

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question, and who has submitted an application to RCO requesting grant funds.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all the following have occurred:

- The grant funded project has been inspected by the RCO, if applicable
- The RCO has determined that the project has been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any amendments to the Agreement required by RCO have been executed by the Sponsor and RCO and have been delivered to RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the Agreement is signed by both the Sponsor's and the RCO's Authorized Representative/Agent, whichever is later.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board, or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g., requesting and accepting reimbursements, submitting reports). A Primary Sponsor includes its officers, employees, agents and successors.

Project – The undertaking identified on the first page of the Agreement that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any amendments to the Agreement required by RCO have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any request from such tribes and considering tribal recommendations for project implementation, which may include not proceeding with parts of the project, altering the project concept and design, relocating the project, or not implementing the project. Tribal consultation does not affect RCO's final approval authority for project proposals.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The Sponsor has sole responsibility to implement the project and for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed in accordance with the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity (however denominated) arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable. Provided, however, that Sponsor is not required to defend or indemnify the State against and hold harmless the State from claims, demands or suits based upon the sole negligence of the State, its employees and/or agents for whom the State is vicariously liable. Provided, further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents, the Sponsor's indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, other taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement. In the event this Agreement is terminated as provided in this paragraph, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In performing its obligations under the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility. Provided, however, that this restriction shall be based on an analysis of the use of the funds, not the identity or affiliation of the Sponsor.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction affecting wages and job safety. The Sponsor agrees, that when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- B. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any

work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

C. The Sponsor shall be provided and be bound by the RCO Inadvertent Discovery Plan, and:

- 1) Keep the IDP at the project site.
- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

D. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost to RCO, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and/or federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State

from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **State Operating Budget.** Grant funds for this Grant/Agreement derive from the State's Operating Budget. Sponsor shall comply with state rules that direct, and in some cases restrict, the use of such funds for work performed per this Agreement. Sponsor shall follow RCO's direction on what activities Sponsor performs per this Agreement because of Operating Budget rules and requirements.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement nor for activities that do not occur in the fiscal year in which funds are available unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

Reimbursement Basis (also see PROJECT FUNDING AND REIMBURSEMENT PERIOD(S) section)

- A. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year and only for reimbursable activities occurring in the same fiscal year (July 1st through June 30th) or as identified in the milestones. Sponsors must refer to the PROJECT FUNDING AND REIMBURSEMENT PERIOD(S) section and the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements. Where conflicts exist between this Agreement and RCO Manual 8, this Agreement shall prevail.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance, in addition to any other remedies available at law or in equity.

- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and

- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or as allowed by this Agreement and applicable RCO Manuals. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted project sites on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- B. **Control and Tenure.** At the request of RCO, the Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration, or maintenance. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- C. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013;

and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

- D. **Safety and Risk.** At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and
- G. Applicable Manuals;
- H. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application is presumed to be material and to have been relied upon, and may be deemed a breach of this Agreement at RCO's sole discretion.

SPECIFIC PERFORMANCE

RCO may, at its sole discretion, enforce this Agreement by the remedy of specific performance, which means Sponsor's completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience.

Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds.

The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law

and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons; one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed, and they shall agree on a third person. This process shall be repeated until a three-person panel is established.

Any hearing under this section shall be informal, with the specific processes to be set by the disputes panel according to the nature and complexity of the issues involved. The process will be solely based on written material if the parties so request or if so directed by the disputes panel. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement 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 Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.