



CITY OF MATTAWA
COUNCIL MEETING AGENDA
July 03, 2025
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. Consent Agenda/Informational:

- Minutes- Council Meeting Minutes 06.19.25
- Gray & Osborne Project Summary 06.25.25
- 2025 Claims EFT & Checks Approval #21110-21134 -- \$612,201.27
- 2025 Payroll EFT & Checks Approval #32038-32043 -- \$125,562.74

IV. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

V. **Council, Items for Motion (Old Business):**

None.

VI. **Council, Items for Motion (New Business):**

1. **WWTF UV System Sensory Assembly Purchase**
2. **Public Works Computer - Replacement Purchase**
3. **Selection of Engineering Firm for 2025/2026**
4. **Approval of Grant - Climate Planning (Dept. of Commerce)**
5. **Police Service Agreement (4th of July 2025)**
6. **Grant County PUD Interlocal Agreement 2025-2030 (PUD Pay station)**

VII. **Adjournment:**



**CITY OF MATTAWA
COUNCIL MEETING MINUTES
June 19, 2025
5:30 PM**

Call to Order/Roll Call

Mayor Maria Celaya called the council meeting to order at 5:35 p.m. Council members present were Sun Hwang, Silvia Barajas, Tony Acosta, Alex Heredia, and Fabiola Hernandez.

M/s; Acosta / Hernandez motion to excuse Brian Berghout & Wendy Lopez. Motion carried.

Staff present – Police Chief Alex Zesati, Public Works Director Juan Ledezma, City Clerk Anabel Martinez

Others present—City attorney Katherine Kenison, Jamin Ankney (G & O)

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I. Additions/Approval of Agenda:

**M/s; Acosta / Hwang motion to approve tonight’s agenda. Motion carried.

II. Public Comments:

**None

III. Consent Agenda/Information

- Minutes – Council Meeting 06.05.25
- 2025 Claims EFT & Checks Approval #21082-21109 -- \$263,450.51
- 2025 Payroll EFT Approval -- \$7,059.86

** 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 June 5th, 2025, the Council approved payment of 2025 Claims Checks Approval #21056-21081 in the amount of \$403,772.56, 2025 Payroll EFT & Checks Approval #32030-32037 for \$130,781.58.

***** M/s; Heredia / Acosta motion that bills, checks, payroll, 06.05.25 meeting minutes be approved. Motion carried.***

IV. Reports:

Mayor's Report

**Mayor Celaya reported that we are ready for tomorrow's movie night, there are 7 vendors, NAPA sponsored the movie. There will be games and activities.

**Community yard sale, there are 22 vendors for Saturday. The event will be from 9am to 3pm, setup will start at 7am.

**Mayor said she is looking forward in attending the annual AWC conference on June 25th to 27th.

Council Report

**Councilman Acosta mentioned the city has office phone issues.

Police Department Report

**Chief provided an activity log for LE calls.

** No update on new vehicles, they are still at Day Wireless.

**PD vehicles will be supused when they are ready to be posted.

Public Works Department Report

**Red Town Initiative Road project has begun. It started on Brain Ave. The affected residents have been notified.

**Well 2 re-equipping project is ongoing, it is coming along.

**WWTF Improvements project is ongoing.

** The city was not awarded the Paul Lauzier grant for the park restrooms.

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

None.

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

1. **Wahluke School Letter of Support for COPS Grant**
M/s; Heredia / Hwang motion to approve. Motion carried.
2. **Selection of Council Committee for Review of Engineering Services 2025-2026 Statement of Qualifications**
M/s; Acosta / Heredia motion to select Tony Acosta, Sun Hwang and Alex Heredia as part of the committee and will meet on June 24th at 4pm at city hall. Motion carried.
3. **Progress Estimate 12 – WWTF Improvements**
M/s; Acosta / Barajas motion to approve. Motion carried.
4. **Progress Estimate 7 – Well 2 Re-Equipping**
M/s; Heredia / Acosta motion to approve. Motion carried.

VII. Adjournment:

The council meeting was adjourned at 5:49 P.M. M/s; Barajas / Acosta. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

Gray & Osborne/City of Mattawa Project Summary (6/25/25)

Development Projects

Hwang Subdivision – Jamin Ankney, Mike Meskimen

Project Number: 21845.05/24858.03

Funded: Developer Contributions

- Development agreement completed
- Completed review of construction drawings
- Completed preconstruction conference
- G&O is providing part-time inspection
- Final plat comments have been provided to the City
- Infrastructure punch list has been provided to the developer – most items have been completed

Bodrero Development – Jamin Ankney, Mike Meskimen

Project Number: 21845.07/21845.21

Funded: Developer Contributions

- Preliminary subdivision review period complete
- Completed review of construction drawings
- Completed preconstruction conference
- Part-inspection will be provided during construction
- Infrastructure installation for Phases I&II is complete, including punch list items
- Phase III will likely not start until next year

S4 Retail Development – Jamin Ankney, Mike Meskimen

Project Number: 21845.14

Funded: Developer Contributions

- Completed multiple reviews of construction drawings
- Fourth review is currently pending

Portage Court (Balaggan) Development – Jamin Ankney, Mike Meskimen

Project Number: 21845.16

Funded: Developer Contributions

- Completed first review of construction drawings
- Completed second review of construction drawings
- Are working to respond to multiple questions from the developer

Transportation Projects

TIB Applications – Mike Meskimen, Julio Renteria, Michael Woodkey

Project Number: TBD

- Applications are due August 2025

UPWP Funding Application – Russ Powers, Michael Woodkey

Project Number: OH250.39

- Opportunity to apply for transportation planning money
- Submission of funding application for Government Rd feasibility update with roundabout analysis

2025 RED Town Initiative – Michael Woodkey, Christian Weishaar

Project Number: 24881

Project Completion: August 2025

Funded: TIB

- TIB has offered the City an out-of-call project
- Design for the project is complete
- Bids for the project were received on 4/8
- Award of the project was awarded at the 5/1 council meeting
- Construction is ongoing
- Total Budget: \$1,300,000

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

- City may budget this effort for next year
- City to determine next steps desired
- Updated cost ranges provided by G&O for budgeting

Water System Projects

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

Project Number 22867/24846

Project Completion: September 2024

Funded: City Water Fund/Public Works Board

- Final design and construction funding for the project will be from the PWB
- A funding scope change is being processed that will increase the grant to 50%
- Construction is ongoing and progressing well
- The current schedule shows completion in early September
- Total Budget: \$2,900,000

CDS Funding Compliance Assistance – Russ Powers, Jamin Ankney

Project Number: 24847

Project Completion: July 2025

Funded: CDS funding

- G&O is completing the paperwork for CDS funding
- Confirmation has been received that this effort will be reimbursed from the CDS funding
- The City can move forward with the project
- Total Budget \$7,780

Water Rights Assistance – Dan Haller (Aspect Consulting), Jamin Ankney

- Project Number: 24884
- Project Completion: 2025
- Funded: City
- The water rights application was submitted to Ecology
- **The meeting with the School District Board was completed**
- **Total Budget: \$9,930**

SCADA Upgrade – Jamin Ankney, Brad Bailey (Conley Engineering)

- Project Number: 24886
- Project Completion: 2025
- Funded: DWSRF
- City has had recent issues with the SCADA system and is working with Connetix to address the issues.
- Connetix provided a cost estimate for improvements for use in procuring future funding
- **The work on this project is progressing well – the bid documents are nearing completion**
- **The schedule is to advertise the project for bids in July**
- **The contract documents have been submitted for DOH and DWSRF review**
- **Total Budget: \$134,000**

Well 5 Siting Analysis and Drilling Design – Jamin Ankney, Aspect Consulting

- Project Number: TBD
- Project Completion: 2025
- Funded: DWSRF
- **This work is progressing on the siting analysis so that the City has a clear plan for the potential locations of Well 5**
- **City staff have been consulted on possible Well 5 locations**

PWB Funding Applications – Russ Powers, Jamin Ankney

- **Opportunity to apply for PWB funding for infrastructure projects**
- **City applying for Reservoir 2 recoating and valve replacement projects**

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

- Applied for Congressional Funding Application – Received funding
- Applied for Legislative Appropriation – Did not receive funding
- Applied to CDBG – Did not receive funding
- Applied to PWB – Received funding
- Applied to DWSRF – Received funding – terms still TBD.
- Added SCADA upgrades to funding application to DWSRF
- Based on discussion with funders PWB funding will be used for Well 2, while the rest of the project will be funded by DWSRF and CDS
- **Total Budget: \$7,200,000**

Future/Pending Water System Projects

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**

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
- Apollo has indicated that they will address the baseboard warranty issue
- Apollo has been notified about the filtrate pump issue

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

Project Number: 19044.01

Project Completion: 2025 (for construction completion)

Funded: Ecology Water Quality Funding

- Current schedule appears to extend beyond the allowed construction days – an updated schedule has been received and a response has been provided to the contractor
- Ecology has added the control panel upgrades to the funding agreement and a change order proposal for this work is pending
- The City's change order to add working days has been executed and the contractor has filed a protest
- G&O has responded to the contractor's protest, denying both of their requests
- The contractor resumed work the week of 4/14
- **The contractor's most recent schedule showed completion in mid-November 2025**

- A few outstanding change order options are being discussed
- The contractor has filed a claim related to their previous protests – the claim was evaluated and rejected by the City
- **Total Budget \$5,883,000 (includes design, construction, construction administration)**

WWTF Solids Handling Analysis – Nancy Wetch, Jamin Ankney

Project Number: 23813

Project Completion: July 2024

- Council presentation was completed on 7/18
- Council approved a funding application to Ecology at the August 15 council meeting
- Ecology funding application was submitted
- The City is on the draft Ecology funding list for this project
- **Total Budget \$24,200**

Sewer System Improvements (Portage Avenue LS Elimination) – Jamin Ankney, Justin Wies

Project Number: 24817

Project Completion: 2026

Funded: Ecology Grant/Loan

- Ecology is finalizing the funding agreement
- City has obtained signed landowner agreements with the property owners to complete the preliminary work
- Ecology has indicated that a cultural resource survey will be required prior to ground disturbing activities
- Slight changes in the proposed route were made to better serve future development in the area
- Draft contract documents were submitted to Ecology – their comments are currently being reviewed and responses prepared
- Coordinating with WSDOT and County for traffic control
- The poplar trees along the property line may require a realignment at the east end of the project
- **Total Budget \$207,500**

Other Projects

City Hall Feasibility Analysis – Jamin Ankney, Aaron Pease

Project Number 23856

Project Completion: November 2023

Funded: City

- City could consider funding options for the selected alternative.
- City may consider proceeding with conceptual design to aid in future funding efforts.
- **Total Budget \$27,700**

Next Meeting – July 9, 2025, 10 am

ACCOUNTS PAYABLE

City Of Mattawa

Time: 15:44:13 Date: 06/30/2025

As Of: 07/03/2025

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Accts Pay # -Received	Date Due	Vendor	Amount	Memo		
18369	07/03/2025	07/03/2025	3627	ANATEK LABS INC-SPOKANE	495.00	RC Samples
534 10 41 02	Chemical Samples	401 000 534	Water Operatin	240.00	RC Samples	
535 10 41 02	Testing Samples	405 000 535	Sewer Operatin	85.00	RC Samples	
535 10 41 02	Testing Samples	405 000 535	Sewer Operatin	85.00	RC Samples	
535 10 41 02	Testing Samples	405 000 535	Sewer Operatin	85.00	RC Samples	
18364	07/03/2025	07/03/2025	3519	APSCO, LLC	2,233.81	Blower Filter Oil
535 10 48 02	Sewer Plant Maintenance	405 000 535	Sewer Operatin	2,233.81	Blower Filter Oil	
18344	07/03/2025	07/03/2025	3883	CAD HOMES LLC	100.00	Refund Utility Deposit
589 30 01 00	Deposit Refunds - Custome	403 000 580	Customer Depo	100.00	Refund Utility Deposit	
18343	07/03/2025	07/03/2025	3884	CAD HOMES LLC	100.00	Refund Utility Deposit
589 30 01 00	Deposit Refunds - Custome	403 000 580	Customer Depo	100.00	Refund Utility Deposit	
18346	07/03/2025	07/03/2025	3897	CAD HOMES LLC	100.00	Refund Utility Deposit
589 30 01 00	Deposit Refunds - Custome	403 000 580	Customer Depo	100.00	Refund Utility Deposit	
18345	07/03/2025	07/03/2025	3898	CAD HOMES LLC	100.00	Refund Utility Deposit
589 30 01 00	Deposit Refunds - Custome	403 000 580	Customer Depo	100.00	Refund Utility Deposit	
18348	07/03/2025	07/03/2025	2588	CELAYA, MARIA MAGGIE	444.29	Reimbursement- Purchase Of Sports Equip. For Community Events
573 90 49 00	Community Events	001 000 573	Current Expens	444.29	Reimbursement- Purchase Of Sports Equip. For Community Events	
18365	07/03/2025	07/03/2025	443	CITY OF MATTAWA-PETTY CASH	52.48	Petty Cash
514 23 31 02	Office Supplies	001 000 514	Current Expens	3.30	Postage	
534 10 30 02	Postage	401 000 534	Water Operatin	29.04	PW-Letter For Code Violation	
534 10 30 02	Postage	401 000 534	Water Operatin	3.30	Postage	
535 10 31 01	Postage	405 000 535	Sewer Operatin	10.24	PW-Letter To Boss Const.	
535 10 31 01	Postage	405 000 535	Sewer Operatin	3.30	Postage	
537 10 31 01	Postage	420 000 537	Solid Waste Fu	3.30	Postage	
18385	07/03/2025	07/03/2025	1251	CITY OF MATTAWA-UTILITIES	3,414.39	City Of Mattawa Utilities June 2025
518 30 47 14	City Hall Utilities	001 000 518	Current Expens	108.63	City Hall	
543 30 47 00	Utilities	101 000 543	Street Fund	108.63	SHop	
572 20 47 00	Library - Utility Services	001 000 572	Current Expens	322.25	Library	

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Accts Pay # -Received	Date Due	Vendor	Amount	Memo
576 80 47 00	Park Utilities	001 000 576	45.33	Basketball Court
576 80 47 00	Park Utilities	001 000 576	45.33	Skatepark
576 80 47 00	Park Utilities	001 000 576	2,784.22	Park
18347	07/03/2025 07/03/2025 2780	COLUMBIA BASIN HEALTH ASSOC.	300.00	MPD-Physical Exam- Jesus Lopez & Jose Chavez
521 10 49 00	Professional Services	001 000 521	300.00	MPD-Physical Exam- Jesus Lopez & Jose Chavez
18358	07/03/2025 07/03/2025 3679	CORRECT EQUIPMENT, INC.	2,341.36	Water Meter Well 2 Improvements
594 34 62 00	Well 2 Improvements - Con	411 000 594	2,341.36	Water Meter Well 2 Improvements
18359	07/03/2025 07/03/2025 3679	CORRECT EQUIPMENT, INC.	1,069.46	Water Meter Well 2 Improvements
594 34 62 00	Well 2 Improvements - Con	411 000 594	1,069.46	Water Meter Well 2 Improvements
18370	07/03/2025 07/03/2025 2304	FIRST BANKCARD	333.88	Credit Card Expenses- MPD
521 10 49 00	Professional Services	001 000 521	121.72	Schedule Anywhere License
521 10 49 00	Professional Services	001 000 521	118.21	Subscription- PosterMyWall
521 20 42 00	Telephone	001 000 521	93.95	Office Phone
18371	07/03/2025 07/03/2025 2304	FIRST BANKCARD	2,580.68	Credit Card Expenses- PW
534 10 31 03	Uniforms	401 000 534	70.40	Hi-Vis Reflective Shirts
534 10 41 05	Professional Services	401 000 534	2.99	Icloud Storage
534 10 41 05	Professional Services	401 000 534	21.67	Adobe Pro
534 10 42 00	Telephone	401 000 534	10.00	Signs
534 10 43 00	Travel & Training	401 000 534	87.00	WTPO Application Juan
535 10 41 04	Professional Services	405 000 535	74.95	Shop Internet
535 10 43 00	Travel & Training	405 000 535	119.23	Iphone Screen Replacement-Alberto
542 30 48 00	City Street Maintenance	101 000 542	1,472.61	Street Paint Cross Walks
572 20 31 00	Library Maintenance And C	001 000 572	74.79	Kitchen Faucet With Sprayer
572 20 31 00	Library Maintenance And C	001 000 572	247.36	Cleaning Supplies
576 80 31 00	Park Supplies	001 000 576	262.25	Screen Protector/ Self Sticks ADA
576 80 31 00	Park Supplies	001 000 576	38.64	Cleaning Needles For Airless Spray
576 80 48 00	Park Maintenance	001 000 576	71.47	Nozzel Tips/Paint Spray
576 80 48 00	Park Maintenance	001 000 576	27.32	Signs For "violators Will Be Towed Away"
18372	07/03/2025 07/03/2025 2304	FIRST BANKCARD	766.49	Credit Card Expenses- Clerks
514 23 31 02	Office Supplies	001 000 514	53.78	File Folders
518 30 49 14	Professional Services	001 000 518	74.90	City Hall Internet
518 30 49 14	Professional Services	001 000 518	50.00	Monthly Web Site Fee
518 30 49 14	Professional Services	001 000 518	50.65	Office Phone

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Accts Pay # -Received	Date Due	Vendor	Amount	Memo
518 70 31 00	Other Supplies And Furnitu	001 000 518	30.33	Paper Towels
518 70 31 00	Other Supplies And Furnitu	001 000 518	24.10	Swifter Duster
518 70 31 00	Other Supplies And Furnitu	001 000 518	165.02	Pens/Colored Bubbles/Plastic Contruciton Worker Hat/plastic Fidget/stree Toy
521 10 49 00	Professional Services	001 000 521	50.00	Monthly Web Site Fee
521 20 31 00	Office Supplies	001 000 521	30.33	Paper Towels
534 10 31 00	Office Supplies	401 000 534	15.04	Papert Towels
534 10 41 05	Professional Services	401 000 534	56.00	WWTF Internet
534 10 41 05	Professional Services	401 000 534	25.00	Monthly Web Site Fee
534 10 41 05	Professional Services	401 000 534	50.65	Office Phone
535 10 31 00	Office Supplies	405 000 535	15.04	Paper Towels
535 10 41 04	Professional Services	405 000 535	25.00	Monthly Web Site Fee
535 10 41 04	Professional Services	405 000 535	50.65	Office Phone
18351	07/03/2025 07/03/2025 1698	GRANT COUNTY PUD	4,149.30	Power Billing May 2025
518 30 47 14	City Hall Utilities	001 000 518	179.62	City Hall
534 10 47 01	Utilities	401 000 534	3,739.26	707 2nd Well
534 10 47 01	Utilities	401 000 534	29.11	Boundary
572 20 47 00	Library - Utility Services	001 000 572	91.52	Library
576 80 47 00	Park Utilities	001 000 576	26.30	Park
576 80 47 00	Park Utilities	001 000 576	30.40	Manson Lane
576 80 47 00	Park Utilities	001 000 576	28.60	Control Circuit
576 80 47 00	Park Utilities	001 000 576	24.49	Outlets
18352	07/03/2025 07/03/2025 1698	GRANT COUNTY PUD	2,310.94	Power Billing May 2025
534 10 47 01	Utilities	401 000 534	61.59	709 1st Street
534 10 47 01	Utilities	401 000 534	63.64	710 1st Sttreet
535 10 47 00	Utilities	405 000 535	69.96	8th St Portage
535 10 47 00	Utilities	405 000 535	2,115.75	U Rd
18373	07/03/2025 07/03/2025 1734	GRAY & OSBORNE INC	90.48	Well 5 Siting Analysis And Drilling Design Professional Services May 18- June 14,2025
594 34 41 02	Well 5 Siting Analysis & Di	411 000 594	90.48	Well 5 Siting Analysis And Drilling Design Professional Services May 18- June 14,2025
18374	07/03/2025 07/03/2025 1734	GRAY & OSBORNE INC	6,234.76	Water System Telemetry Improvements Professional Services May 18- June 14,2025
594 34 41 01	Water System Telemetry Im	411 000 594	6,234.76	Water System Telemetry Improvements Professional Services May 18- June 14,2025

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Accts Pay # - Received	Date Due	Vendor	Amount	Memo
18375 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	434.51	Water Rights Professional Services May 18- June 14,2025
534 10 41 03 Engineering Services		401 000 534 Water Operatin	434.51	Water Rights Professional Services May 18- June 14,2025
18376 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	16,772.37	2025 Red Town Initiative Design Professional Services May 18- June 14,2025
595 95 41 02 TIB Grant - 2025 Multiple		101 000 594 Street Fund	16,772.37	2025 Red Town Initiative Design Professional Services May 18- June 14,2025
18377 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	778.09	Hwang Development Field Inspection Professional Services May 18- June 14,2025
542 30 41 06 Engineering Services		101 000 542 Street Fund	778.09	Hwang Development Field Inspection Professional Services May 18- June 14,2025
18378 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	15,146.13	Well 2 Final Design And Construction Administration Professional Services May 18- June 14,2025
594 34 41 00 Well 2 Final Design & Con:		411 000 594 Water Capital I	15,146.13	Well 2 Final Design And Construction Administration Professional Services May 18- June 14,2025
18379 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	4,737.48	Sewer System Improvements Design Professional Services May 18- June 14,2025
594 35 63 01 Lift Station Upgrade		412 000 594 Sewer Capital I	4,737.48	Sewer System Improvements Design Professional Services May 18- June 14,2025
18380 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	212.21	Bodero Development Field Inspection Professional Services May 18- June 14,2025
542 30 41 00 Professional Services		101 000 542 Street Fund	212.21	Bodero Development Field Inspection Professional Services May 18- June 14,2025
18381 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	90.48	Balaggan Subd.Professional Services May 18- June 14,2025
518 30 49 01 Engineering Services		001 000 518 Current Expens	90.48	Balaggan Subd.Professional Services May 18- June 14,2025
18382 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	796.19	S4 Retail Professional Services May 18- June 14,2025

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518 30 49 01 Engineering Services		001 000 518 Current Expens	796.19	S4 Retail Professional Services May 18- June 14,2025
18383 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	1,425.40	Hwang Subd. Professional Services May 18- June 14,2025
518 30 49 01 Engineering Services		001 000 518 Current Expens	1,425.40	Hwang Subd. Professional Services May 18- June 14,2025
18384 07/03/2025 07/03/2025 1734		GRAY & OSBORNE INC	23,884.99	WWTF Improvement CA. Professional Services May 18- June 14,2025
594 35 41 00 WWTF Improvements Proj		412 000 594 Sewer Capital I	23,884.99	WWTF Improvement CA. Professional Services May 18- June 14,2025
18353 07/03/2025 07/03/2025 286		KENISON P.S, KATHERINE L.	5,223.21	Legal Fees Services May 2025
515 41 41 00 Legal Fees		001 000 515 Current Expens	4,491.31	Legal Fees Services May 2025
515 41 41 01 Legal Fees -- Union Costs		001 000 515 Current Expens	731.90	Legal Fees Services May 2025
18367 07/03/2025 07/03/2025 324		MULTI AGENCY COMMUNICATION CENTER	2,868.69	Dispatch Services July 2025
522 20 42 02 MACC - Communications		107 000 522 Public Safety T	2,868.69	Dispatch Services July 2025
18349 07/03/2025 07/03/2025 625		NORCO	29.85	Cylinder Rental
534 10 31 02 Chlorine		401 000 534 Water Operatin	29.85	Cylinder Rental
18357 07/03/2025 07/03/2025 1993		ORKIN PEST CONTROL	146.34	Pest Control 6/13/2025
518 30 48 00 Repair And Maintenance		001 000 518 Current Expens	146.34	Pest Control 6/13/2025
18355 07/03/2025 07/03/2025 2798		PACIFIC OFFICE AUTOMATION	215.25	Ink Usage For May 2025
518 70 45 01 Copier Lease		001 000 518 Current Expens	53.82	Ink Usage For May 2025
521 20 31 00 Office Supplies		001 000 521 Current Expens	53.81	Ink Usage For May 2025
534 10 45 01 Copier Lease		401 000 534 Water Operatin	53.81	Ink Usage For May 2025
535 10 45 01 Copier Lease		405 000 535 Sewer Operatin	53.81	Ink Usage For May 2025
18368 07/03/2025 07/03/2025 1247		RIO'S AUTO AG SUPPLY	100.28	Parts/Supplies
521 20 48 00 Vehicle Repair And Mainte		001 000 521 Current Expens	10.11	Drain Plug
534 10 31 01 Operating Supplies		401 000 534 Water Operatin	5.15	Starting Fluids
576 80 48 00 Park Maintenance		001 000 576 Current Expens	85.02	Aluminum Lopper/ Standard Plug
18354 07/03/2025 07/03/2025 3416		SCJ ALLIANCE	27,220.00	Mattawa Climate And Resiliency Element Period May 3- May 30,2025

ACCOUNTS PAYABLE

City Of Mattawa

Time: 15:44:13 Date: 06/30/2025

As Of: 07/03/2025

Page: 6

Accts Pay # -Received	Date Due	Vendor	Amount	Memo
558 60 41 04	Mattawa Climate & Resilie	001 000 558 Current Expens	27,220.00	Mattawa Climate And Resiliency Element Period May 3- May 30,2025
18356 07/03/2025 07/03/2025 3416		SCJ ALLIANCE	3,400.00	Planning Services Perio Of May 3- May 30, 2025
558 60 41 00	Planning-Zoning & Land U	001 000 558 Current Expens	3,400.00	Planning Services Perio Of May 3- May 30, 2025
18360 07/03/2025 07/03/2025 3237		THE SHERWIN WILLIAMS CO	95.18	PW- Crack Sealer
572 20 31 00	Library Maintenance And C	001 000 572 Current Expens	95.18	PW- Crack Sealer
18361 07/03/2025 07/03/2025 3237		THE SHERWIN WILLIAMS CO	598.26	PW- Crosswalk Glass Bead
542 30 48 00	City Street Maintenance	101 000 542 Street Fund	598.26	PW- Crosswalk Glass Bead
18350 07/03/2025 07/03/2025 2140		THINK TANK SANITATION INC.	180.00	Portable Restroom
576 80 47 00	Park Utilities	001 000 576 Current Expens	180.00	Portable Restroom
18366 07/03/2025 07/03/2025 732		U.S CELLULAR	212.70	MPD- SimsCards
521 20 42 00	Telephone	001 000 521 Current Expens	212.70	MPD- SimsCards
18362 07/03/2025 07/03/2025 1807		USA BLUEBOOK	403.54	PW- Alum. Bristle
535 10 48 03	Vehicle Repair / Maintenanc	405 000 535 Sewer Operatin	403.54	PW- Alum. Bristle
18363 07/03/2025 07/03/2025 1807		USA BLUEBOOK	1,314.98	RC Water
534 10 31 01	Operating Supplies	401 000 534 Water Operatin	1,314.98	RC Water

Report Total: 133,503.45

Fund	
001 Current Expense Fund	45,011.36
101 Street Fund	19,942.17
107 Public Safety Tax Fund	2,868.69
401 Water Operating Fund	6,342.99
403 Customer Deposit Fund	400.00
405 Sewer Operating Fund	5,430.28
411 Water Capital Improvement	24,882.19
412 Sewer Capital Improvement	28,622.47
420 Solid Waste Fund	3.30

ACCOUNTS PAYABLE

City Of Mattawa

Time: 15:44:13 Date: 06/30/2025

As Of: 07/03/2025

Page: 7

Accts	Pay #	Received	Date Due	Vendor	Amount	Memo
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This report has been reviewed by:

Anabel celiz

6/30/25

REMARKS:

Anabel Martinez - City Clerk

Date

**CITY OF MATTAWA
STAFF REPORT**

To: City Council & Mayor Celaya
 From: Public Works Department
 Date: July 3, 2025
 Proceeding Type: New Business
 Subject: WWTF UV System Sensory Assembly Purchase

Legislative History:

- | | |
|------------------------|---------------|
| • First Presentation: | July 3, 2025 |
| • Second Presentation: | |
| • Requested Action: | Motion Needed |

Staff Report Summary

The subject before the City Council is to approve the purchase of a UV System Sensory Assembly for the Wastewater Treatment Facility.

Background

The WWTF UV System operates two sections, Bank A and Bank B. Bank A is not working. The UV System Sensory Assembly is responsible for monitoring and adjusting the intensity of the ultra violet rays for disinfection of wastewater have it is being treated.

Fiscal and Policy Implications

Financial impacts are expected from the sewer operating fund; listed below. No policy implications are anticipated.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING AMOUNT	
405- Sewer Operating Fund	535.10.48.04	System Repairs/ Maintenance	\$27,000	\$9,559	\$17,441	65 %

Options

1. Motion to approve the purchase of a UV System Sensory Assembly for the Wastewater Treatment Facility.
2. Motion to not approve the purchase of a UV System Sensory Assembly for the Wastewater Treatment Facility, and accept possible permit violations.

Staff Recommendation

1. Motion to approve the purchase of a UV System Sensory Assembly for the Wastewater Treatment Facility.

Attachments

A.	Quote: QM0001992
B.	Diagram UV3000B Module

The following documents are attached and subject for reviewal:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ N/A			
Legal	▪ N/A			
Financial	▪ N/A	oly staff report	6/30/25	
Comment:				



QUOTATION
QM0001992

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Sold to
TOWN OF MATTAWA, WA
P.O. BOX 965
Mattawa WA 99349-0954
UNITED STATES

Ship to
City of Mattawa
ATTN: Public Works Department
521 Government Rd.
Mattawa WA 99349-5119
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms :
Carrier/LSP :

Internal Sales Rep : Taylor Riordon
Customer No. : 100002792
Reference :
Quote Date : 06-12-2025
Quote Expiry Date : 07-12-2025

Juan Ledezma
jledezma@cityofmattawa-wa.gov
509-932-1547

Line	Project Item Description	Quantity	Price Discount %	EA	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	915509-25 PLUG, UV3B 5P 16AWG 25'	1.00	377.53/	EA	377.53 377.53	8.40% 31.71	409.24
20	015195-010 SENSOR ASSY, UV3 10FT	1.00	2,602.60/	EA	2,602.60 2,602.60	8.40% 218.62	2,821.22
30	SURCHARGE SURCHARGE *we are applying a temporary 5% surcharge due to the increasing costs caused by the uncertainty in the global economy*	1.00	149.01/	EA	149.01 149.01	8.40% 12.52	161.53
40	FREIGHT FREIGHT & HANDLING	1.00	254.00/	EA	254.00 254.00	8.40% 21.34	275.34
		Goods Costs	2,980.13 403.01	Discount Subtotal	0.00 3,383.14	Tax Amount 284.19	Total USD 3,667.33

We are applying a TEMPORARY SURCHARGE due to the increasing costs caused by the uncertainty in the global economy



QUOTATION
QM0001992

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

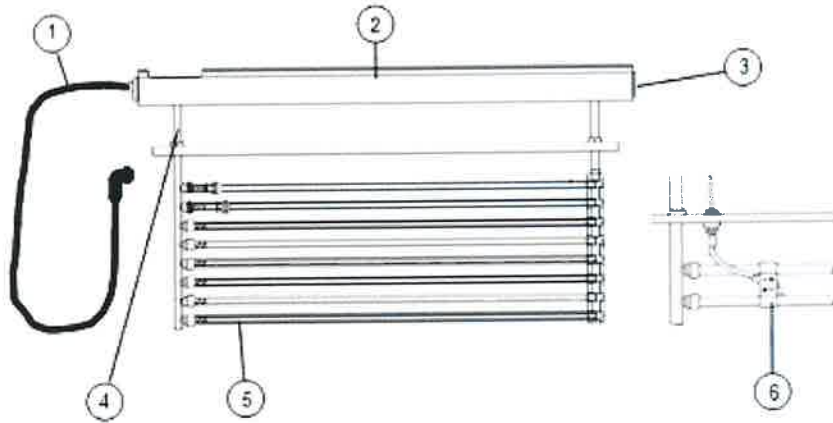
www.trojantechnologies.com/sales-terms-conditions



Anabel Martinez

From: Juan Ledezma
Sent: Monday, June 30, 2025 4:13 PM
To: Anabel Martinez
Subject: UV staff report

UV3000B Module



Item #	Part	Part Number
1	Module Power Cable	318153 Replaced by 915509-06
2	Ballast Enclosure	
3	End Caps - Old Metal Style	
	End Cap, Power In End (Old Metal style)	302873
	End Cap, Plain End (Old Metal style)	302374
	End Cap O-ring (Old Metal Style)	302391
3	End Caps - Current Plastic Style	
	End Cap Upgrade Kit (From Aluminum to Plastic)	318628
	End Cap, Power In End (Plastic)	316559-001
	End Cap, Plain End (Plastic)	316559-002
	End Cap Seal (For Plastic End Caps)	316558
4	Module Leg Isolator	
5	Lamp, sleeve Assembly	
6	UVI Sensor Assembly	015195-010

**CITY OF MATTAWA
STAFF REPORT**

To: City Council & Mayor Celaya
From: Public Works Department
Date: July 3, 2025
Proceeding Type: New Business
Subject: Public Works Computer/replacement Purchase

Legislative History:

- | | |
|------------------------|---------------|
| • First Presentation: | July 3, 2025 |
| • Second Presentation: | |
| • Requested Action: | Motion Needed |

Staff Report Summary

The subject before the City Council is to approve the purchase of a Public Works Computer/replacement.

Background

The computer utilized by Public Works is non-operational. It has reached its “end of life”. The computer is over ten (10) years old, and is running windows 10 which will no longer be serviced by Microsoft. Vision IT has provided a quote for replacement and will restore files and documents from the backup cloud.

Fiscal and Policy Implications

Financial impacts are expected from the sewer and water operating fund; listed below. No policy implications are anticipated.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING AMOUNT	
405- Sewer Operating Fund	535.10.48.01	Computer Support / Maintenance	\$8,000	\$2,946	\$5,054	63 %
401- Water Operating Fund	534.10.48.00		\$9,000	\$4,758	\$4,242	47%

Options

1. Motion to approve the purchase of a computer as presented.
2. Motion not to approve the purchase of a computer.

Staff Recommendation

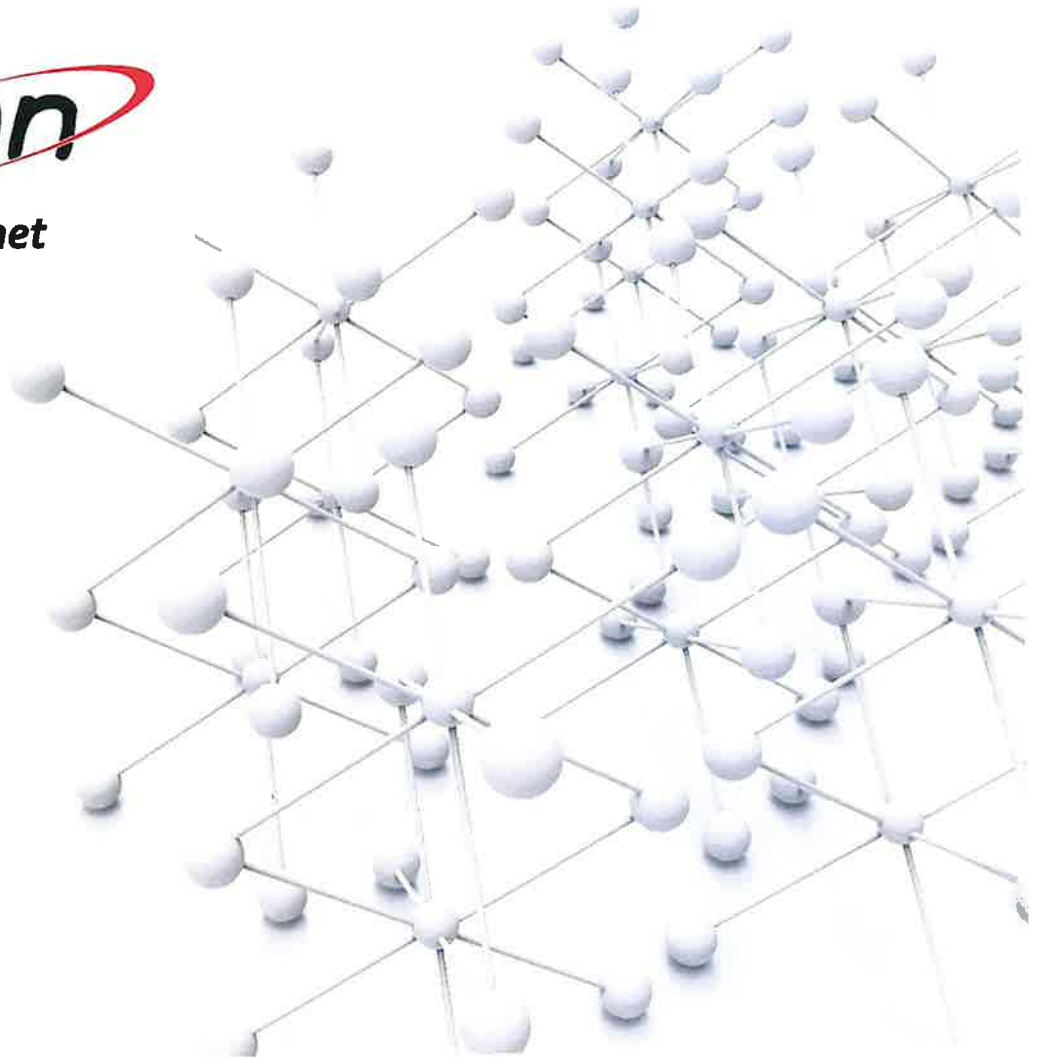
1. Motion to approve the purchase of a computer as presented.

Attachments

A.	Vision IT Quote
----	-----------------

The following documents are attached and subject for review:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ N/A			
Legal	▪ N/A			
Financial	▪ N/A	<i>John</i> staff report	10/30/25	
Comment:				



2025 - City of Mattawa - Laptop Replacement - Toughbook Option

Prepared for

City of Mattawa

By Vision Municipal Solutions, LLC.

6/30/2025






P.O. Box 28429
Spokane, WA 99228
USA



Purchase Agreement

PA #:	VMSQ4040
Date:	Jun 30, 2025
Expires:	Nov 30, 2025


Prepared For:
City of Mattawa
521 Government Rd
Mattawa, WA 99349
United States

Sales Representative:
Dalton Lundgren
320 N Johnson St.
Ste. 900
Kennewick, WA 99336
United States of America
dlundgren@tripleview.com

Qty	Description	Unit Price	Ext. Price
2025 - City of Mattawa - Laptop Replacement - Toughbook Option			
PUBLIC_WORKS_2			
1	Dell Pro Rugged 14 RB14250 14" Rugged Notebook - Full HD - Intel Core Ultra 5 14th Gen 135U - 16 GB - 512 GB SSD - English Keyboard - Black - Intel Chip - 1920 x 1080 - Windows 11 Pro - Intel - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard  <p><i>Dell Pro PCs</i> The new standard in professional-grade PCs-striking the perfect balance of performance, sleek design, and rugged durability. Dell Pro is trusted by IT professionals for industry-leading security, effortless manageability, and a strong commitment to sustainability.</p>	\$2,362.82	\$2,362.82
1	Lenovo ThinkPad Universal USB-C Dock - for Notebook (Optional - SELECTED)  <p>90 W - USB Type C - 3 Displays Supported - 3840 x 2160 - 6 x USB Ports - 2 x USB 2.0 - USB Type-C - 1 x RJ-45 Ports - Network (RJ-45) - 1 x HDMI Ports - HDMI - 2 x DisplayPorts - DisplayPort - Wired - Gigabit Ethernet - Windows</p>	\$232.25	\$232.25
0	Logitech MK710 Wireless Keyboard and Mouse Combo (Optional) 	Option can be added for: \$0.00	
0	Logitech S-150 USB Stereo Speakers (Optional)	Option can be added for: \$0.00	
0	C920S Pro HD Web Cam (Optional)	Option can be added for: \$0.00	

Qty	Description	Unit Price	Ext. Price
0	Asus 27" Class Full HD Gaming LCD Monitor - 16:9 - Black - 27" Viewable - In-plane Switching (IPS) Technology - WLED Backlight - 1920 x 1080 - 16.7 Million Colors - Adaptive Sync - 250 Nit Maximum - 5 ms - GTG Refresh Rate - HDMI - VGA (Optional)	Option can be added for: \$0.00	
			
0	ViewSonic 34 Inch 21:9 Curved 1440p 1ms 180Hz Gaming Monitor with FreeSync Premium, Eye Care, HDMI and Display Port - ViewSonic Gaming - 21:9 UWQHD 1440p 1ms 180Hz Gaming Monitor with FreeSync Premium - cd/m ² ; - 34" (Optional)	Option can be added for: \$0.00	
			
	<p><i>With an immersive 1500R curved screen and stunning WQHD 3440 x 1440 resolution, the ViewSonic®; VX3418-2KPC monitor provides an incredible viewing experience for work or play. With features including a high 180Hz* refresh rate, 1ms (MPRT) response time and FreeSync Premium technology, this monitor virtually eliminates screen tearing and stuttering for a fluid gaming experience. The VX3418-2KPC also comes equipped with ViewSonic exclusive ViewMode®; presets, which offer optimized screen performance for different home entertainment applications such as watching movies, editing files, or playing video games. Two HDMI (v2.0) inputs, and one DisplayPort (v1.2) input offers flexible connectivity for both general use and entertainment.</i></p> <p><i>*180Hz refresh rate with DisplayPort More from the Manufacturer</i></p>		

Professional Services

1	Workstation Setup & Application Installation - BIOS Updates - Management Software Installation - Security Software Installation - Windows Security and Software Updates - Driver Update	\$220.00	\$220.00
			
1	Optional Remote Migration and Data Transfer -Data migration from previous workstation -Application migration from previous workstation -Actual time deducted from vCare block hours	\$0.00	\$0.00
1	Optional On-Site Installation (Optional - SELECTED) <i>Vision IT technician dispatched on-site to deliver and setup all hardware and software.</i>	\$440.00	\$440.00

Qty	Description	Unit Price	Ext. Price
Deposit Required:	\$0.00	SUBTOTAL	\$3,255.07
Monthly Recurring:	\$0.00	SALES TAX	\$223.18
Annual Recurring:	\$0.00	Estimated S/H	\$0.00
		TOTAL	\$3,478.25

Terms & Agreement

- Office 365 subscriptions (if required) will be proratedly charged and contracted at the current rate.
- Items contained in this Purchase Agreement are based on current costs and availability. Substitutions may occur if item listed is no longer available. Backordered items are subject to current pricing and may not reflect the price on this Purchase Agreement.
- Shipping costs are an estimate, actual shipping costs will be invoiced.
- If on-site delivery is required or requested it will be based on travel time and actual time on-site at the prevailing technician rate.
- We strive to include everything required for the project in this Purchase Agreement. If an item is used that is not listed, it will be invoiced with this Purchase Agreement. Likewise, if a listed item is not used, it will not be invoiced.
- Items may be billed separately.
- This Purchase Agreement dated below when signed, confirms the sale herein specified, the equipment and features listed above.

Acceptance of Agreement

Vision Municipal Solutions, LLC.

Dalton Lundgren

Accepted By (Signature)

Dalton Lundgren

Printed Name

IT Service Manager

Title

Monday, June 30, 2025

Date

Acceptance of Agreement

City of Mattawa

Accepted By (Signature)

Printed Name

Title

Date



City of Mattawa Request for Statement of Qualifications to Provide Engineering Services

The City of Mattawa received a total of 4 statements of qualifications from firms interested in providing engineering services for 2025-2026 time period.

Qualifications and performance statements were reviewed on June 27, 2025 the council committee met to discuss and grade matrixes.

Below is an overview of matrix grading from council members.

Councilman Sun Hwang

1. Varela Engineering & Management – 114/200 Points
2. TD & H Engineering – 126/200 Points
3. HLA Engineering & Land Surveying, Inc. – 156/200 Points
4. Gray & Osborne, Inc. – 162/200 Points

Councilman Tony Acosta

1. Varela Engineering & Management – 86/200 Points
2. TD & H Engineering – 118/200 Points
3. HLA Engineering & Land Surveying, Inc. – 99/200 Points
4. Gray & Osborne, Inc. – 139/200 Points

Councilman Alex Heredia

1. Varela Engineering & Management – 170/200 Points
2. TD & H Engineering – 160/200 Points
3. HLA Engineering & Land Surveying, Inc. – 178/200 Points
4. Gray & Osborne, Inc. – 199/200 Points

Overall points for all combined.

1. **Varela Engineering & Management – 370/600**
2. **TD & H Engineering – 404/600**
3. **HLA Engineering & Land Surveying, Inc. – 433/600**
4. **Gray & Osborne, Inc. – 500/600**

- Based on the grading of matrixes, **Gray & Osborne, Inc.** scored the highest.



Interagency Agreement with

City of Mattawa

through

Growth Management Services

Contract Number:

26-XXXXX-XXX

For

2025-2027 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 26-XXXXX-XX

**Local Government Division
Growth Management Services
2025-2027 Climate Planning Grant**

1. Contractor City of Mattawa 521 Government Rd Mattawa, WA 99349		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Anabel Martinez City Clerk 509-932-4037/835-3770 amartinez@cityofmattawa-wa.gov <Insert e-mail>		4. COMMERCE Representative Melissa Johnston Senior Planner 360-725-3065 melissa.johnston@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$10,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2027			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # 0016836-00 <Insert number>	12. UBI # 600-088-293 <Insert number>	13. UEI # N/A
14. Contract Purpose Adopt climate resilience goals and policies by ordinance at time of Comprehensive Plan periodic update.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
FOR CONTRACTOR DRAFT ONLY - DO NOT SIGN _____ Maria Celaya <insert name>, Mayor <insert title> _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

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

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

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

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

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$10,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the **Contract Number 26-XXXXX-XXX**. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated

by the Contractor.

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

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

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

Final Invoices

Commerce will provide notification of the end of contract due date.

Grant Timeline

COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

Duplication of Billed Costs

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

Disallowed Costs

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

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

practices.

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

21. **WAIVER**

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

DRAFT

Attachment A: Scope of Work

Section Steps, Tasks, and Deliverables	Description	End Date
Task 1	Adopt final Climate Element with the Comprehensive Plan periodic update	07/01/2025-06/30/2027
Deliverable 1	Adopt climate resilience goals and policies by ordinance at time of Comprehensive Plan periodic update	06/30/2027

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1. Adopt climate resilience goals and policies by ordinance at time of Comprehensive Plan periodic update	\$10,000
Grant Total	\$10,000

DRAFT

POLICE SERVICES AGREEMENT

This Agreement ("Agreement") is made this ____ day of _____ 20254 ("Effective Date"), between DESERT AIRE OWNERS ASSOCIATION, a Washington non-profit corporation operating a homeowner's association with its principal place of business at Desert Aire, Washington, and the CITY OF MATTAWA, a Washington non-charter code City, located at Mattawa, Washington (collectively, the "Parties").

Recitals:

1. DESERT AIRE OWNERS ASSOCIATION operates homeowners association for a residential community which includes common areas that are accessible by the members (each common area a "Facility");
2. City of Mattawa is empowered to provide for the safety, security and order in the City of Mattawa and nearby areas via mutual aid through appropriately licensed and qualified law enforcement officers (each law enforcement officer an "Officer"); and
3. DESERT AIRE OWNERS ASSOCIATION desires to contract with City of Mattawa to provide law enforcement services and assist in providing for safety, security and order at its Facilities for the July 4, 20254, festivities.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1 City of Mattawa shall assign two Officers to Facilities to perform police patrols and law enforcement duties ("Services") on July 4, 20254, between the hours of 34:00 p.m. and 11:00 p.m. ~~midnight~~. Each period of Services rendered by an Officer shall be designated an "Assignment". The Services shall only encompass duties and functions customarily rendered by City of Mattawa, and Officers assigned to DESERT AIRE OWNERS ASSOCIATION shall always be subject to the control and direction of City of Mattawa.

1.2 Each Officer shall dress in the standard law enforcement uniform issued by the City of Mattawa, to include all necessary and required accoutrements that are authorized by the City of Mattawa and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

1.3 DESERT AIRE OWNERS ASSOCIATION shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and

regulations that are not otherwise violations of the law, as determined by Officer and City of Mattawa. Officers shall be subject to, and shall abide by, all City and departmental rules and regulations as well as complying with all local, state and federal laws.

1.4 Officers may, in their sole discretion, interrupt their provision of Services in order to discharge their public duties as law enforcement Officers and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. DESERT AIRE OWNERS ASSOCIATION shall not be obligated to pay for and the City of Mattawa shall not charge fees for activities performed after the Officer interrupts or terminates the provision of Services. For administrative convenience, interruptions in Services for the purpose of performing law enforcement activities shall be considered *de minimus* and may be charged to DESERT AIRE OWNERS ASSOCIATION whenever such interruption lasts less than one hour.

2. DESERT AIRE OWNERS ASSOCIATION RIGHT TO REQUEST LAW ENFORCEMENT ACTIVITY: Nothing in this Agreement shall be construed to interfere with the rights of DESERT AIRE OWNERS ASSOCIATION or its employees as citizens to request that City of Mattawa, in its capacity as a public law enforcement agency, or that Officers, in their capacity as licensed law enforcement officers, respond to requests for law enforcement assistance. City of Mattawa and Officers shall retain sole and exclusive discretion to respond to requests for law enforcement assistance in such manner and to such extent, as the law and their training may require.

3. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until July 4⁵, 2025⁴, at 11:01 p.m. Either Party may terminate this Agreement at any time without cause by providing ten (10) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of City of Mattawa. In the event of a material breach by a party, the non-breaching party shall have the right to terminate this Agreement immediately.

4. PAYMENT: In exchange for Services rendered, DESERT AIRE OWNERS ASSOCIATION shall pay fees ("Fees") in the amounts and according to the terms set forth in Exhibit A, attached hereto and incorporated herein by reference. City of Mattawa shall provide DESERT AIRE OWNERS ASSOCIATION with a statement of said compensation to be reimbursed on a one-time basis. DESERT AIRE OWNERS ASSOCIATION shall pay undisputed fees to the City of Mattawa within 15 calendar days from the date of the statement. DESERT AIRE OWNERS ASSOCIATION shall not be obligated to pay disputed Fees until such time as the Parties resolve the dispute to their mutual satisfaction.

5. CITY OF MATTAWA'S STATUS AS INDEPENDENT CONTRACTOR.

The City and its employees and agents shall perform all duties pursuant to this Agreement as an independent contractor. Both parties understand and agree that DAOA retains its legal responsibility for the safety and security of its property and thus Agreement does not alter that responsibility.

6. INDEMNITY: Insurance and Indemnification: Each party to this Agreement shall indemnify, defend, and hold the other party harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties, or other charges, including, without limitation, reasonable attorney's fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages, or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same were caused by any negligent or wrongful act of the indemnifying party. The provisions of this section shall survive the expiration or earlier termination of this Agreement. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement. Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party.

7. NON-EXCLUSIVITY: This Agreement is non-exclusive between the parties. DESERT AIRE OWNERS ASSOCIATION and City of Mattawa have the right to enter into similar relationships with any other entities.

8. NOTICES: Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other party shown below.

To DESERT AIRE OWNERS ASSOCIATION:
504 Clubhouse Way SW
Desert Aire, WA 99349

To City of Mattawa:

521 Government Rd

Mattawa, WA 99349

9. ASSIGNMENT OF RIGHTS: This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written

consent of the other party.

10. SURVIVAL: No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.

11. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.

12. NO FIDUCIARY RELATIONSHIP: Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.

13. COUNTERPARTS: This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

14. ENTIRE AGREEMENT; MODIFICATION: This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the City of Mattawa and the City of Mattawa shall be free to reinstate any such term or condition.

15. SECTION HEADINGS: Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

16. SEVERABILITY: The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

17. COSTS AND ATTORNEYS FEES: If an action is brought by either party under the Agreement, each party shall be responsible for their own attorneys' fees and costs.

18. VENUE: This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Grant County, Washington.

IN WITNESS WHEREOF, the parties through their authorized representatives
have executed this Agreement.

CITY OF MATTAWA

Title: Maggie Celaya, Mayor
Date: _____

DESERT AIRE OWNERS ASSOCIATION

By: _____
Title: _____
Date: _____

EXHIBIT A

Pursuant to Section 4 of the Agreement, PAYMENT, DESERT AIRE OWNERS ASSOCIATION shall pay to City of Mattawa Fees according to the following terms:

A. Hourly Rates: (~~\$210XX.00XX~~) per hour of an Officer's Assignment. Billing rates are all-inclusive and DESERT AIRE OWNERS ASSOCIATION shall not be responsible for withholding taxes, Social Security taxes, payroll expenses, workers' compensation insurance, benefits, professional liability insurance, and state and federal unemployment insurance, union dues or any other payroll deduction. Over time rates will apply as necessary. Invoices must be submitted to the servicing location DESERT AIRE OWNERS ASSOCIATION

CITY OF MATTAWA

By: _____

Title: _____
Mayor of City or Town

Date: _____

**DESERT AIRE OWNERS
ASSOCIATION**

By: _____

Title: _____

Date: _____

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, effective upon full execution, is by and between City of Mattawa, Washington (“City”), and Public Utility District No. 2 of Grant County, Washington (“Grant”) sometimes referred to as “Party” or collectively the “Parties”.

Recitals:

Public Utility Districts are authorized, pursuant to RCW Chapters 39.34 and Title 54, to enter into cooperative agreements for the efficient use of resources; and

Grant and City entered into an agreement in 2012 to establish a payment station and have the City collect payments on behalf of Grant; and

Grant and the City have determined that this agreement is beneficial to both entities and Grant desires to continue the relationship on the terms and conditions as provided herein; and

Grant is defined as any employee, contractor or agent of Public Utility District No. 2 of Grant County, Washington; and

City is defined as any employee, contractor or agent of the City of Mattawa, Washington.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Services

The purpose of this Agreement is to set forth the terms and conditions under which Grant and City will cooperatively participate to provide a location for the receipt of Grant payments from Grant customers (“Customer”) wishing to make payments in person in the Mattawa area. The parties acknowledge that this service is beneficial to Grant and City customers. Grant payments constitute remittances by Customers for electric bills and includes credit cards, cash, checks, money orders or cashier checks.

A. The City shall provide the following services and resources under this Agreement:

- 1) The City agrees to provide adequate space, personnel and an appropriate sized separate change fund at the City Hall for the receipt of Grant payments during all City Hall business hours.
- 2) The City shall follow all Grant policies and operating procedures when dealing with Grant Customers and Grant receipts and resources. Prior to any employee providing services under this Agreement, the employee will attend Grant-provided training on these policies and operating procedures. In the event Grant policies and/or operating procedures are revised, Grant will notify the City and provide any necessary training related to the changes within 14 business days of the date of the revisions.
- 3) City shall notify Grant at least five business days prior to adding any employees providing services under this agreement.

- 4) City shall collect payments from Customers and immediately post to the Grant-provided system.
- 5) City shall collect payments from the drop box located at City Hall. All payments in the drop box by 2:00 PM shall be posted in the current day's deposit.
- 6) City shall segregate all Grant receipts from City funds by locating Grant receipts in a separate Grant-provided locking cash drawer. This cash drawer shall be locked and placed in the City vault each night.
- 7) All payments received shall be balanced on a daily basis.
- 8) All Grant payments shall be deposited to Grant's bank or designated armored car service daily.
- 9) City shall send batch stubs and reports each day to Grant via Grant's Courier.
- 10) City shall communicate with Grant on all Customer issues.
- 11) City shall direct Customers to call Grant using Grant-provided telephone for any Grant business which is not a payment. City shall provide visual verification of Customer's identification when requested.
- 12) The City shall handle Grant payments with at least the same care and diligence used in handling the City's own funds. The City shall use its best efforts to protect against loss while in the care and custody of the City. The City shall not be responsible for any losses incurred by Grant resulting from the City's inadvertent acceptance and collection of counterfeit currency or forgeries.
- 13) Any cash shortages or overages shall be the responsibility of the City, but shall be reported to the Grant within one business day.
- 14) City shall be responsible for shortages caused by counterfeit currency if:
 - a) The employee who accepted the counterfeit currency was not trained (See Section 1.A.3 above) because City failed to notify Grant of the employee; or
 - b) The employee did not follow Grant procedures which would have reasonably identified that the currency was counterfeit.

B. Grant shall provide the following services and resources under this Agreement:

- 1) Grant will provide training on applicable Grant policies and operating procedures related to cash receipting and use of Grant equipment to all City employees who will provide services under this Agreement.
- 2) Grant will provide basic training prior to any employee providing services and on-going training to refresh and update skills on a regular basis.
- 3) Grant shall provide and maintain:

- Telephone for Customers to contact Grant
- Computer workstation
- Scanner
- Receipt printer
- Printer
- Locking drawer
- Necessary forms
- Counterfeit detection light with user training

C. Ownership of Property and Payments

All material and equipment furnished by Grant and all Grant payments shall remain the property of Grant and shall be immediately returned to Grant upon termination of this Agreement. This material and equipment shall only be used for Grant purposes.

2. Confidentiality

The City shall not disclose customer addresses or account information to third parties without the Customer's written consent. Any requests by the public for inspection of Grant records shall be referred to Grant for a response. The City shall use reasonable measures to prevent any unauthorized disclosure.

3. Representative

Grant Customer Service Supervisor shall be Grant's Representative and be responsible for administering this Agreement and shall establish procedures to be followed by City personnel responsible for its execution. The City Clerk shall be the City's representative.

4. Effect of other Agreements

This Agreement shall supersede and replace Interlocal Cooperation Agreement 130-3321 executed and entered into by the Parties on February 1, 2012.

5. Term

This Agreement shall be effective upon full execution and remain in full force and effect until April 30, 2030 and may be terminated earlier by written notice issued to the other Party at least 30 days in advance of the date of termination.

6. Payment

Grant shall make reimbursement payments to City as follows:

Grant agrees to pay the City a flat rate of \$32,000.00 per year for services.

Rates and costs shall not be subject to change until two years after the effective date of this Agreement. Any changes to rates and costs shall only be on a prospective basis and shall occur no more frequently than once every 12 months thereafter. Each such change shall not exceed the lesser of i.) 5% or ii.) the percentage increase in the Bureau of Labor Statistics Consumer Price Index (CPI-U) for the West Urban region occurring during the immediately preceding 12 month period for which CPI-U data is available. City shall notify Grant in writing at least 30 days prior to any such rate increase going into effect. A payment is considered made on the day it is mailed or is sent through electronic or wire transfer.

If applicable, Grant agrees to reimburse the City's employee travel expenses at the current Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel for any Grant-provided training outside of Mattawa, Washington.

In no event however, shall the total amount paid to the City for services and any applicable reimbursable costs exceed the maximum contract price of \$160,500.00 USD, unless amended jointly pursuant to Section 11 of this Agreement.

Invoices shall include the Agreement No. (130-12752) and shall be submitted annually. The first invoice shall be submitted upon full execution of this Contract and then every 12 months thereafter. Send invoices to the attention of:

Public Utility District No. 2
of Grant County, Washington
Attn: Accounts Payable
PO Box 878
Ephrata, WA 98823
Or AccountsPayable@gcpud.org

7. Hold Harmless and Indemnification

Grant shall, at its sole expense, indemnify, defend, save, and hold harmless the City, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including the City, to the extent caused by any negligent act of or omission of Grant or its subcontractors, excluding damages caused by the negligence of the City, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. In situations where liability for damages arises from claims of bodily injury to persons or damage to property, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grant or its subcontractors. Grant waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Grant's indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person or damage to property caused by the negligence of the City or its agents or employees and not attributable to any act or omission on the part of Grant. In the event of damages to a person or property caused by or resulting from the concurrent negligence of Grant or its agents or employees and the City or its agents or employees, Grant's indemnity obligation shall apply only to the extent of Grant's (including that of its agents and employees) negligence.

Grant acknowledges that by entering into this Agreement with the City, it has mutually negotiated the above indemnity provision with the City. Grant's indemnity and defense obligations shall

survive the termination or completion of the Agreement and shall remain in full force and effect until satisfied in full.

Each Party agrees to defend and indemnify the other Party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent the claims arise out of, or result from, the performance of this agreement by the indemnitor or its elected and appointed officials, officers, employees or agents. Each indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees, volunteers or agents of the indemnitor or of any contractor or subcontractor of indemnitor.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 City and Grant, its officers, officials, employees, and volunteers, the City's liability hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City'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. Administrators

This Agreement shall be jointly administered by a representative of Grant and a representative of City. Absent written notice by one Party to the other, the administrators shall be: For Grant – Jason Scheel, Customer Service Supervisor; for City – Anabel Martinez, City Clerk.

9. Notices

Any notice or other communication under this Agreement given by either Party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either Party may from time to time change such address by giving the other Party notice of such change.

Grant
Jason Scheel
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, WA 98823
(509) 766-2505 ext. 2901
jscheel@gcpud.org

City
Anabel Martinez
City of Mattawa, Washington
PO Box 965
Mattawa, Washington 99349
(506) 932-4037
amartinez@cityofmattawa-wa.gov

10. Applicable Law

This Agreement is made, executed under and is to be governed by, construed and enforced in accordance with the laws of the State of Washington. In the event of a suit, the undersigned agree that a visiting judge shall be assigned to the case so that a resident judge, who is also a customer of either City or Grant, will not hear the case. The substantially prevailing Party in any legal action

herein shall be entitled to reasonable attorney fees and all reasonable costs, including, but not limited to, expert witness fees and travel and lodging expenses.

11. Amendments

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or any authorized representative of each Party and shall be made on the Change Order Form attached as Appendix "A". This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

12. Insurance

- A. Prior to the commencement of any work under this Agreement, and at all times during the term of this Agreement, each party shall obtain and maintain continuously, at its own expense, a policy or policies of insurance with insurance companies rated A- VII or better by A. M. Best, as enumerated below. Any significant deductible, self-insured retention or coverage via captive must be disclosed and is subject to approval by Grant's Risk Manager. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the negligent party and not recoverable under any part of this Contract. Participation in a self-insured, governmental risk pool shall satisfy the conditions set forth in Section 12 of this contract.

City Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of City against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:

- a. Premises and Operations;
- b. Products and Completed Operations;
- c. Contractual Liability;
- d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);

with the following **minimum limits:**

- e. \$1,000,000 Each Occurrence
- f. \$1,000,000 Personal Injury Liability
- g. \$2,000,000 General Aggregate (per project)
- h. \$2,000,000 Products and Completed Operations Aggregate

Commercial general liability insurance will include Grant as additional insured on a primary and non-contributory basis for ongoing operations. A waiver of subrogation will apply in favor of Grant.

2. **Workers' Compensation and Stop Gap Employers Liability:** Workers' Compensation Insurance as required by law for all employees. Employer's Liability Insurance, including Occupational Disease coverage, in the amount of **\$1,000,000 for Each Accident, Each Employee, and Policy Limit**. The City expressly agrees to comply with all provisions of the Workers' Compensation Laws of the states or countries where the work is being performed, including the provisions of Title 51 of the Revised Code of Washington for all work occurring in the State of Washington.

If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers (USL&H) Act, Jones Act, or under U.S. laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Such coverage shall include USL&H and/or Maritime Employer's Liability (MEL).

3. **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of \$1,000,000 per accident** for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when applicable.

Automobile liability insurance will include Grant as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of Grant.

4. **Employee Dishonesty:** City shall maintain employee dishonesty coverage in **an amount not less than One Million Dollars (\$1,000,000) per loss** and shall name Grant as a Loss Payee. Coverage shall contain a Clients' Property endorsement and respond to loss of Grant or any employee, participant or beneficiary of the Services provided by City pursuant to this contract. Coverage shall contain a social engineering extension endorsement.

- B. Evidence of Insurance - Prior to performing any services, and within 10 days after receipt of the Contract Award, the City shall file with Grant a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming Grant as an Additional Insured for each policy where indicated in Section A.

Failure of Grant to demand such certificate or other evidence of compliance with these insurance requirements or failure of Grant to identify a deficiency from the provided evidence shall not be construed as a waiver of the City's obligation to maintain such insurance. Acceptance by Grant of any certificate or other evidence of compliance does not constitute approval or agreement by Grant that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

Grant shall have the right but not the obligation of prohibiting the City or subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the City fails to maintain insurance as set forth above, Grant may purchase such insurance at the City's expense. The City's

failure to maintain the required insurance may result in termination of this Contract at Grant's option.

- C. Subcontractors - City shall ensure that each subcontractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession. City shall furnish Grant with copies of certificates of insurance evidencing coverage for each subcontractor upon request.
- D. Cancellation of Insurance - The City shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies or City shall provide 30 days advance written notice to Grant for cancellation or any material change in coverage or condition, and 10 days advance written notice for cancellation due to non-payment. Should the City receive any notice of cancellation or notice of nonrenewal from its insurer(s), City shall provide immediate notice to Grant no later than two days following receipt of such notice from the insurer. Notice to Grant shall be delivered by email.

13. Relationship of the Parties

No agent, employee or representative of Grant shall be deemed to be an agent, employee, or representative of City for any purpose, and the employees of Grant are not entitled to any of the benefits City provides to City employees. No agent, employee or representative for City shall be deemed to be an agent, employee or representative of Grant for any purpose, and the employees of City are not entitled to any of the benefits Grant provides to Grant employees.

14. Public Records Act

Both Parties are subject to the disclosure obligations of the Washington Public Records Act of RCW 42.56. By entering into this Agreement, each Party expressly acknowledges and agrees that any documents either Party submits to the other is subject to public disclosure pursuant to the Public Records Act or other applicable law and that either Party may disclose documents submitted by the other at its sole discretion in accordance with its obligations under applicable law.

- A. Grant will not contact City when records Grant has received are responsive to a request for public record that would result in these records being released.
- B. Marking pages "confidential" or "proprietary" does not prevent them from release. Grant will review for any records that meet the proprietary exemption in RCW 42.56.270(11). Grant will either claim the exemption for City, or if there is any question as to its validity, Grant may contact City about claiming the exemption.
- C. Other items that may be provided by City that are NOT exempt from disclosure: Employee wages, equipment and material costs.
- D. Having a Non-Disclosure Agreement (NDA) with Grant does not preclude Grant from releasing these records. The courts have ruled that not all NDAs are enforceable in response to requests for public records.
- E. Grant scoring/evaluation forms are not exempt from disclosure once the Agreement has been awarded.

15. Assignment

Neither Party may not assign this Agreement, in whole or in part, voluntarily or by operation of law, unless approved in writing by the other Party.

16. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had all signed the same document. All executed current parts shall be construed together, and shall, together with the test of this Agreement, constitute one and the same instrument.

17. Filing

The administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, file copies of the Agreement with their respective county auditors or, alternatively, post an electronic copy of the Agreement on the Parties' websites at www.grantpud.org for Grant and www.cityofmattawa.com for City.

18. Authority

Each person signing this Agreement has the full authority of the Parties on behalf of which they are signing to execute this Agreement and to bind those parties to the terms of this Agreement.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date indicated below.

Public Utility District No. 2
of Grant County, Washington

City of Mattawa, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX "A"
CHANGE ORDER
NO. __

Pursuant to Section 11, the following changes are hereby incorporated into this Contract:

- A. Description of Change:

- B. Time of Completion: The revised completion date shall be _____.
OR
The completion date shall remain _____.

- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall remain unchanged (be increased/decreased by the sum of \$ _____ plus applicable sales tax). This Change Order shall not provide any basis for any other payments to or claims by the City as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$ _____, including changes incorporated by this Change Order.

- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

City of Mattawa, Washington

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____