



# McCleary Regular City Council Meeting

Wednesday, June 26, 2024 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

## Agenda

### Join Zoom Meeting

[https://us06web.zoom.us/webinar/register/WN\\_kkuYO8EiRPqPfxSty-U94w](https://us06web.zoom.us/webinar/register/WN_kkuYO8EiRPqPfxSty-U94w)

Meeting ID: **817 9207 7978**

Passcode: **144764**

**(253) 215-8782**

### Call to Order/Flag Salute/Roll Call

### Agenda Modifications/Acceptance

### Public Hearings

1. 6-Year Transportation Improvement Plan

### Public Comment - Agenda Items Only

### Consent Agenda

2. Accounts Payable June 1-15, 2024 Check Numbers 53409-53457 Including EFT's Totaling \$320,165.61
3. Minutes - June 12, 2024

### Updates

4. Staff Reports - Police Activity, Public Works, Finance, Public Works Director, Fire Dept.
5. Council Committee Updates
6. Water Discussion
7. FCS Utility Rate Update
8. Camera Logs

### New Business

### Old Business

9. Washington Families Clean Energy Credits Grant Program Contract with Dept of Commerce
10. Omnibus Mutual Aid Agreement with Local Agencies for Sharing Resources During an Emergency

### Ordinances and Resolutions

11. 6-Year Transportation Improvement Plan Resolution
12. Camera Policy Resolution

### Public Comment - City Business Only

### Executive Session

13. RCW 42.30.110(1)(i)(ii) - Litigation

### Closed Session

14. RCW 42.30.140 - Collective Bargaining

### Council Comments

### Mayor Comments

### Adjourn

### Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.  
The City of McCleary is an equal opportunity provider and employer.  
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.



# McCleary Regular City Council Meeting

Wednesday, June 12, 2024 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

## Minutes

### Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30pm by councilmember Klimek.

### PRESENT

Councilmember Jacob Simmons  
 Councilmember Andrea Dahl (by Zoom)  
 Councilmember Keith Klimek

### ABSENT

Councilmember Brycen Huff  
 Councilmember Max Ross  
 Mayor Chris Miller

Motion made by Councilmember Klimek, Seconded by Councilmember Simmons to excuse Councilmembers Huff and Ross.

Voting Yea: Councilmember Simmons, Councilmember Dahl, Councilmember Klimek

### Agenda Modifications/Acceptance

Motion made by Councilmember Simmons, Seconded by Councilmember Klimek to remove items 1, 4, 5, 6, 7, 8, 9 and 10 from tonight's agenda.

Voting Yea: Councilmember Simmons, Councilmember Dahl, Councilmember Klimek

### Public Hearings - Item moved to June 26th Meeting

1. 6-Year Transportation Improvement Plan

### Public Comment - Agenda Items Only

No Public Comment

### Consent Agenda

Motion made by Councilmember Simmons, Seconded by Councilmember Dahl to approve the Consent Agenda.

Voting Yea: Councilmember Simmons, Councilmember Dahl, Councilmember Klimek

2. Accounts Payable May 16-31, 2024 Check Numbers 53368-53399 Including EFT's Totaling \$46,236.89
3. Meeting Minutes - May 22, 2024

### Updates

Items moved to June 26th Meeting

4. Staff Reports - Police Activity, Public Works, Finance, Public Works Director, Fire Dept.
5. Council Committee Updates

## 6. Water Discussion

### **New Business**

None

### **Old Business**

Items moved to June 26th Meeting

7. Washington Families Clean Energy Credits Grant Program with Dept of Commerce
8. Omnibus Mutual Aid Agreement with Local Agencies for Sharing Resources During an Emergency

### **Ordinances and Resolutions**

Items moved to June 26th Meeting

9. 6-Year Transportation Improvement Plan
10. Camera Policy Resolution

### **Public Comment - City Business Only**

Monica Reeves said this is embarrassing and thanked Councilmember Dahl for calling in on vacation. She wants to employ the Council to get moving on the policies. If we have good PIR and media policies in place, these things wouldn't happen. Ms. Reeves wants to know how the whole City gets shut down because someone feels afraid of the Mayor for erratic behavior and you have an internal investigation and it gets dropped; nothing, no findings, no reason to move forward. Reeves spoke in regards to holding the Mayor accountable for all of his decisions and behavior. Reeves offered to help the Policy Committee write policies if they would like.

Melissa McCann spoke on behalf of the Bear Festival Kid Zone Committee. She stated they want to include a BB Gun shooting range put on by the Cub Scouts. It's a safe, fully-enclosed inflatable that plastic BB's cannot penetrate. There would be a controlled access and the parents would have to sign waivers. When they spoke to the City in regards to this, they referenced Municipal Code 9.34.010 and 9.34.030. McCann is hoping the City will pass a Resolution for a one-time exception to allow this event for their Festival.

Lisa Saila wants to know why the Mayor isn't here again, and how we can hold him accountable for this behavior. Saila said she put in a PIR for the incident that happened two Fridays ago. She asked for this 2-weeks ago and she was told she would get it tomorrow, which is after the meeting. She posted on social media yesterday that it looks like she isn't going to get her PIR, and after that, she got her request. This is a consistent pattern of withholding information from the public. Saila said it was concerning that at the beginning of the police report it said that another agency would perform the investigation, and it ended up being investigated by the City Administration.

Saila asked City Attorney Chris Coker who he represents. Coker said he represents the people of the City of McCleary. Saila said that we are the people of McCleary and asked Coker when he's going to start representing us because he's allowing the Mayor to harass people, it's a hostile work environment, everything.

Mr. Coker provided information that the investigation was forwarded to the Sheriff's Office and Prosecuting Attorney. Both came back with no findings of criminal action. He explained the mayor is the administrative head of the city and the council is the governing body that sets policies and approves contracts for the city. He stated his role it to keep the city out of litigation, of which there are none currently. A question was asked about

what can be done about the Mayor not being in attendance at meeting. Mr. Coker stated there is no rule in place for the Mayor to attend meetings. Council has requirements for attending.

Carri Comer asked about changing the form of government. Mr. Coker stated he has not been asked to do so by the majority of the council. He stated he does not run the city. He stated there are elected people in place. Ms. Saila asked if he could assist with a recall of the Mayor. He stated no, he cannot assist with a recall, but there are other attorneys that are available to do so.

Saila said the original complaint started with Councilmember Ross calling the Police Department. She wants to know who's afraid of the Mayor, is he the Boogeyman? I'm tired of having this conversation every two weeks. If he is, he's got to go.

### **Executive Session**

None

### **Council Comments**

Councilmember Dahl spoke in regards to Mr. Coker's comment about the Council running the City. She thinks it's frustrating that there are things done behind the Council's back or without their acknowledgement. Things aren't always brought to their attention. Investigations, overtime pay, contracts not being followed for pay, for example. She took the Email that was sent by the Mayor as a threat and extortion.

Councilmember Klimek said the reason he wanted this position was to get the City to be more transparent. I serve the citizens. The Council is open to the citizens if they want to reach out and talk with them. Klimek mentioned the Food Bank meets twice a month at the Park Kitchen. He thanked Bill Wilson for pressure washing the Park Kitchen area.

Councilmember Simmons asked Chris Coker what he can do to get the camera data that he requested, that takes 1 hour to get. Coker said he gave his opinion the City on this, and he's not sure why the information hasn't been provided.

Councilmember Dahl said it is insane that we are not getting this information. The reason why we are requesting this is because of his activity and he is withholding the information from us. Is there a way for Verkada to pull this information? Coker will get back to the Council on getting this information.

Cindy Nott asked how a citizen got a records request, it was posted on social media, names un-redacted, for an ongoing investigation, and we cannot get this information?

Paul Nott said we've had arbitrations that were handled in two different ways. That is where the frustration is.

Councilmember Simmons said as we get through the Camera Policy, Chief, will you be taking over, correct? Chief Patrick said he would be taking over. Simmons said Social Media policy will be next on the list after the Camera Policy. Simmons thanked Jenna Amsbury for getting the policy committee the information they requested. He thanked Chris Coker for his time tonight.

Missy Olson asked how to find out if there's committee openings? Council said they are posted on the City's website.

**Mayor Comments**

None

**Adjourn**

Motion made by Councilmember Simmons, Seconded by Councilmember Klimek to adjourn the meeting at 7:16pm.

Voting Yea: Councilmember Simmons, Councilmember Dahl, Councilmember Klimek

**McCleary Police Department  
Monthly Call Activity Report**



**May-24**

		2	Malicious Mischief
		1	Message
		5	Motorist Assist
		2	Noise Problem or Complaint
#	Calls		Non Blocking Accident
	911 Hangup		Non Blocking Vehicle
	911 Open line	1	Overdose Accident
	Abandoned/Disabled Vehicles	5	Order Issued/ Violation
1	Abuse	1	Open
	Accident Blocking	3	Paper Service
1	Accidents non blocking/unk	4	Parking Problem
	Accidents with injuries/Rollover	10	Police Information/phone message
8	Agency Assist		Property/Lost/Found/Recovered
	Alarm		Prowler
8	Animal Problem	6	Reckless
1	Assault		Railroad Crossing Blocked
1	Assault in Progress	1	Rescue
6	Assists-Citizen		Service
	ATC (Attempt to Contact)	1	Sex Offense/ Rape
	ATL (Attempt to Locate)		Shooting/Weapons/Explosives/ Hazards
	Blocking Accident		Shoplifting
1	Burglary		Structure fire/Threatened
	Child Molestation/Rape/Comm	2	Subject Stop
4	Civil/Public		Suicide
1	Code Enforcement Viol	1	Suicide/Threats/ Attempts
	Controlled Substance	3	Suspicious Person
1	Death / Report of dead body	3	Suspicious Vehicle
1	Disabled Vehicle	1	Suspicious/Unknown Circumstances
	Disorderly conduct		Thefts In Progress
	Display (unlawful)	3	Thefts/ Larceny
	DUI		Threats
1	DVA in Progress/Act	2	Traffic/ Infractions/Offenses
	Extra Patrols Request	38	Traffic Stops
	Fight	1	Traffic- Other/Hazzard/Patrol
27	Fire or Aid Responding		Traffic Per.
	Firearm		Test Incident Type
	Forgery	4	Trespassing
1	Found Person / Child	3	Unknown Problem
1	Found Property		Vehicle Alarm
1	Fraud/ Scam Offences/blackmail	4	Verbal
1	Harassment		Violation Controlled Substance
	Hit & Run		Voided incident
1	JUVPRB	2	Warrants/Wanted Person
1	Lost Property	3	Welfare check
	Lost/Missing/Found Person	1	Wire down
<b>68</b>		<b>113</b>	

Tickets: 22 YTD: 196

Total : 181 Year To Date: 964



# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Jenna Jarvis, Field Foreman
<b>Date:</b>	June 3, 2024
<b>Department:</b>	Public Works

Hello everyone!

With the increase of nicer weather, we have been doing a lot of projects! The community center has been getting an ongoing face lift (weather permitting). We needed to replace some trim around the windows, repair some bubbling that had occurred from the previous paint job, and removed a stump as well as ivy that was creeping under the siding. We will continue to paint the back door and the handrail when time and weather permits.

Another ongoing project is removing thorn bushes. There has been a major change at our park n ride as well as on 3<sup>rd</sup> St. Every year, once or twice a year the crew would prune and trim these bushes. No matter how hard we tried everyone was bound to be pricked by a thorn that was nearly 2 inches long. These bushes were also causing a visibility issue for drivers as well as a “great” place to shove garbage in the bushes. In the area where the bushes were removed on 3<sup>rd</sup> St., we have also poured a new concrete pad for a new ballot box. This week we should be able to finish up the landscape in the area.

Along with the nicer weather, it has brought on a great growth of grass and blackberries. Starting this week, we will be mowing right of ways and ditches as much as we can before we get into asphalt patching season.

Since the last staff report we have had 4 service line water leaks. On one of them we decided it would be best to replace the whole service line since it was an old iron line with multiple repairs within the first few feet of trying to find the leak.

We have also been working on water meter reread list and diving in deep to figure what kind of tools would work best for the city. Currently we have been able to use a demo kit from Ferguson and has been working wonderful! It has nearly cut down our list in half. We have 6 meters that need registers replaced. They have been ordered and average about 5 months before showing up.

Have a wonderful day!  
-Jenna Jarvis



# City of McCleary

## STAFF REPORT

<b>To:</b>	Mayor and Council
<b>From:</b>	Jenna Amsbury, Clerk-Treasurer
<b>Date:</b>	June 4, 2024
<b>Department:</b>	Finance & Administration

### **Finance:**

In May I worked heavily on reporting. The Annual report was submitted to the State Auditor on May 23, 2024. The Annual Report also included the Annual Street Report for WSDOT. I also completed and submitted the Annual JLARC reporting for Lodging Tax funds. Lindsay and I completed the annual tax performance report and submitted it to Department of Revenue.

Lori Ann met with the Department of Commerce on the Energy Grant for utility customers and worked with them on getting a contract for review by council. She also worked on updates needed to old hardware for utility meter reading and new software security.

Nellie continued with records management and customer service.

### **Risk Management:**

Lindsay and I met with Washington Cities Insurance Authority (WCIA) for the Annual Audit and Review. This review includes going over the prior year, compact requirements, and claims/lawsuit history.

Safety Committee has their monthly meeting, there was training on heat related illness awareness and prevention and a mobile hearing testing van was onsite for annual testing.

### **HR:**

Set up Supervisor training, labor management meeting, preparations for upcoming labor negotiations and attended a training session from WCIA.

### **Public Records:**

There are currently seven (7) open public records requests and 14 closed requests for 2024. These are administrative records only, as police requests are separate and handled by the PD Clerk.





# City of McCleary

## STAFF REPORT

<b>To:</b>	Mayor Miller and City Councilmembers
<b>From:</b>	Chad Bedlington, Director of Public Works
<b>Date:</b>	June 12, 2024
<b>Department:</b>	Public Works Administration

### **Updates:**

#### Aquifer Study

City staff, in cooperation with EA Engineering, have submitted a grant application to the Department of Ecology (DOE) for a stream restoration grant. This will help support the second phase of the Aquifer Study by potentially providing funding to allow for the continuing field investigation of in-stream flows and aquifer recharge potential within and around Wildcat Creek. The grant award period is in September of 2024 and the City hopes for the opportunity to continue its research into protecting its aquifer.

#### Comprehensive Plan Update

The city draft Comprehensive plan is has been adopted. The next steps include several code updates that are currently being negotiated for scope and fee for presentation to City Council later in June.

#### Six Year Transportation Improvement Plan (STIP)

It is an annual requirement to update the City's STIP. A public hearing is scheduled for this evening to collect any public comments on the plan as presented in tonight's Council packet. If no public comments are received, A resolution is included in tonight's packet to adopt the STIP. The six-year plan is updated annually to keep the list of potential projects current and available for state and federal funding. It is not considered a ranked list but an overarching list for project considerations as funding may be made available.

#### Clean Energy Transformation Audit

Every four years the city is required to be audited for its compliance with the Clean Energy Transformation Act (CETA). The Audit this year will be reviewing three areas:

- Greenhouse gas content calculation, 2020-2021
- Energy Assistance to low-income households, 2019-2020
- Clean energy implementation plan development, 2022-2025

Work is still continuing with the State Auditors Office to address questions regarding the city's historic reporting.

### Grant Pursuits

Below is a list of current grants that have either been submitted or are being pursued this year by City staff. This list will be updated monthly to keep the community and Council informed of progress. It is not to be considered comprehensive as additional opportunities may materialize and will be added to the list:

<b>Grant Type</b>	<b>Description</b>	<b>Proposed Purpose</b>	<b>Status</b>
Private	Elison Foundation	Food Bank Expansion	Submitted
State	Department of Natural Resources	Acquisition of Fire Dept. command vehicle and additional equipment needs	Submitted
Private	Quadra Tech	ROW beautification	In Progress
Private	T-Mobile	ROW beautification	Not Awarded
Private	AARP	Improvements to Pickleball courts	Not Awarded
Private	City Foundation, Community progress makers	Food Bank new construction and downtown infrastructure	Pending
Private	Blue Diamond	New food bank to allow for expansion of existing community commercial grade kitchen	Pending
State	Dept of Ecology	On-going aquifer monitoring	Submitted
State	Recreation & Conservation Office (RCO), Youth Athletic Facilities	New Playground Improvements near Summit Place	In Progress
State	Recreation & Conservation Office (RCO), Youth Athletic Facilities	Upgrades to Beerbower park athletic facilities	In Progress
State	Department of Commerce – Decarbonization Grant	Solar grant to support power independence and resiliency, and potentially offset operating costs	Submitted
State	WCIA risk grant	Address sidewalk tripping hazard's around Beerbower park.	Not Awarded
State	WSDOT Safe Routes to Schools	Pursuit of sidewalk and ADA crossing	Submitted

		improvements around McCleary Elementary School	
State	Transportation Improvement Board (TIB)	Project identification in progress. Likely to pursue maintenance funding for streets only.	Pending Submission
State	Public Works Board	Currently reviewing loan and loan forgiveness opportunities for the WWTP Chiller project if financed through PWB	Pending Submission

West Maple Street Sidewalk Project

This project is currently in design with an anticipated construction started date in the Fall of 2024.



# City of McCleary STAFF REPORT

<b>To:</b>	Mayor Miller and Council
<b>From:</b>	Fire Chief Andrew Pittman
<b>Date:</b>	June 1, 2024
<b>Department:</b>	Fire Department

Hello all,

The Fire Department Association will be participating in the annual guns and hoses softball tournament to kick off Bear Festival weekend on Friday night July 12th Please come out and show your support. Association members will also be cooking the bear stew once again this year, hope to see you all come to support the community.

We would like to take a moment to recognize our own member, Wyatt Allardin for graduating from Elma High School on June 8<sup>th</sup>. Wyatt is a new member on the department and is currently in an apprenticeship program at Capital Industrial.

Our Partners at GHFD#12 have gone out and purchased a set of practice CPR manikins, in the hopes of getting some training opportunities our to our citizens. Stay tuned for those training dates in the near future.

Our National Night Out date this year will be August 6<sup>th</sup>, we hope to see a great showing from the community!

April call numbers are as follows:  
Public assists = 5 Mutual Aid Medical = 1  
Fire Alarm = 2  
Total= 8

Burn Permits can be obtained through ORCAA  
Copy and paste into your browser or just go to the ORCCA website  
[Residential Yard-Waste Burn Permits - ORCAA](#)

Thank you for the opportunity and Stay Safe,

Fire Chief Andrew Pittman



# CITY COUNCIL AGENDA ITEM COVER SHEET

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**FROM:** Lori Ann Hanson, Utility Accounts Manager  
**DATE:** May 21, 2024  
**AGENDA ITEM TITLE:** Washington Families Clean Energy Credits Grant Program

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## SUMMARY

This program will offer bill credits of \$200.00 per household to eligible residential customers. Once this contract is approved, I can start uploading the requested data file and market this program to our residents. A final draft is forthcoming.




## FISCAL IMPACT

None

## RECOMMENDATION/ACTION REQUESTED

for council approval of final contract when received

## Energy Contracts Routing Slip

Reviewed by	I verify that:	Initials
<b>PROGRAM MANAGER &amp; SUPERVISOR</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Fund source reviewed and contract amount approved</li> <li>If applicable, fund allocation spreadsheet emailed to appropriate staff</li> <li>Fund obligation discussed, reviewed and memo approved by leadership and appointing authority prior to routing contract or amendment, if applicable</li> </ul>	
<b>CLEAN BUILDINGS CONTRACT &amp; BUDGET REVIEW</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Fund source, contract terms, scope of work reviewed and approved</li> </ul>	
<b>BUDGET STAFF</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Reviewed allotment authority and coding</li> <li>Appropriate award paperwork in place, if applicable</li> <li>Reviewed contract/amendment entry in CMS</li> </ul>	
<b>MANAGING DIRECTOR</b>	<ul style="list-style-type: none"> <li>Any and all changes made are within my delegated authority and responsibilities</li> <li>Final review before appointing authority signature</li> </ul>	N/A
<b>ASSISTANT DIRECTOR</b> <i>cc: Energy Admin Lead</i>	<ul style="list-style-type: none"> <li>Contract, amendment, or memo approved and signed by the Approving Authority</li> </ul>	[Signature on document]

**Instructions:**

- Use this slip when soliciting any signature from the Energy Assistant Director or Deputy Assistant Director
- Attach this slip to the top of your DocuSign envelope *before* any additional materials
- When routing, only staff implicated in a request need to initial this slip. Inapplicable initial cells may be left empty
- The DocuSign envelope should be *context complete* and all relevant explanatory material attached
- **Questions?** Contact your Unit Admin or the [Energy Admin Lead](#)



**Grant Agreement with**

**CITY OF MCCLEARY**

**through**

Energy Division

**Grant Number:**

**24-52242-010**

**For**

**Washington Families Clean Energy Credits**

**Dated:** Tuesday, May 21, 2024

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## Face Sheet



**Grant Number: 24-52242-010**

### Energy Division Washington Families Clean Energy Credits

<b>1. Grantee</b> CITY OF MCCLEARY 100 S 3RD ST McCleary, WA 98557-9652		<b>2. Grantee Doing Business As (as applicable)</b> <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
<b>3. Grantee Representative</b> Lori Ann Hanson Utility Accounts Manager (360) 495-3667 lorih@cityofmccleary.com		<b>4. COMMERCE Representative</b> Jordan Laramie State Surplus Property Manager (360) 725-5044 jordan.laramie@commerce.wa.gov	
<b>5. Grant Amount</b> \$54,827.96	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> 05/21/2024
<b>8. End Date</b> 09/15/2024			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>ALN</b> N/A			
<b>10. Tax ID #</b> 91-6001456	<b>11. SWV #</b> SWV0021943-00	<b>12. UBI #</b> 149-000-511	<b>13. UEI #</b> N/A
<b>14. Grant Purpose</b> The Washington Families Clean Energy Credits Grant Program dedicates \$150 million to assist low- to moderate-income households with the clean energy transition. This initiative will offer bill credits of \$200 per household to eligible residential customers through their electric utility provider.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
<b>FOR GRANTEE</b>  _____ Chris Miller, Mayor  _____ Date		<b>FOR COMMERCE</b>  _____ Cheryl Hardee, Energy Division Deputy Director  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	

## Special Terms and Conditions

### 1. GRANT 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 Grant.

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

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

### 2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

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

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

COMMERCE shall pay an amount not to exceed \$54,827.96 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

#### **EXPENSES**

Grantee shall receive reimbursement for administrative costs identified below or as authorized in advance by COMMERCE as reimbursable. Grantees may use up to five percent of their grant funds for administrative costs associated with the disbursement of funds provided by COMMERCE. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$2,741.4 which amount is included in the Grant total above.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Grants Management System.

The attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 24-52242-010. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

#### Invoices and End of Fiscal Year

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

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

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

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

### **5. SUBGRANTEE DATA COLLECTION**

Grantee 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 Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

### **6. ELIGIBLE CUSTOMER DATA**

If the Grantee chooses to receive assistance from COMMERCE and/or its contractors or sub-contractors in identifying eligible customer households, COMMERCE requests that the Grantee commit to the following conditions regarding the data provided to COMMERCE and/or its contractors or sub-contractors, and COMMERCE and/or its contractors or sub-contractors are prohibited from further disclosing and/or selling any private or proprietary customer information obtained from the Grantee to identify eligible customer households.

In the event Grantee transmits data to COMMERCE and/or its contractor or sub-contractors for assistance identifying eligible customer households, the Grantee shall comply with the following conditions:

- Provide access to customer data required for determining household Program eligibility in a structured format as specified by COMMERCE.
- Provide notification of changes to customer information that could result in disqualification from Program eligibility, including if the customer account has already been awarded a credit by the Grantee.
- Verify that credits allocated under the Program have been applied to eligible customer accounts.
- Ensure the privacy and security of customer information both at rest and in transit.
- Ensure the accuracy of all data to the best knowledge of the Grantee.
- Meet the foregoing requirements at no additional cost.

Such data shall not be disclosed by any party for any purpose other than as expressly stated herein.

## 7. INSURANCE

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

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

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

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

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

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

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

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be

required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

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

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

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

## 8. **FRAUD AND OTHER LOSS REPORTING**

Grantee 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 Grant, 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
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

## General Terms and Conditions

### 1. DEFINITIONS

As used throughout this Grant, 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. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- 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. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

### 2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

### 3. ADVANCE PAYMENTS PROHIBITED

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



**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

This Grant 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.

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

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

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

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

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

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

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee 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.



## 10. **CONFLICT OF INTEREST**

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

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

## 11. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## 12. **DISPUTES**

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

The request for a dispute hearing must:

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

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

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

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

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

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

### 13. **DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

### 14. **GOVERNING LAW AND VENUE**

This Grant 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.

### 15. **INDEMNIFICATION**

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

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

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

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

### 16. **INDEPENDENT CAPACITY OF THE GRANTEE**

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

**17. INDUSTRIAL INSURANCE COVERAGE**

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

**18. LAWS**

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

**19. LICENSING, ACCREDITATION AND REGISTRATION**

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

**20. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

**21. NONDISCRIMINATION**

- A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.
- B. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.
- C. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- D. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- E. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost

difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **22. PAY EQUITY**

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

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

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

## **23. POLITICAL ACTIVITIES**

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

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

## **24. PUBLICITY**

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

## **25. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee 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 Grant.

## **26. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grant.

The Grantee 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 Grant, 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.

## **27. REGISTRATION WITH DEPARTMENT OF REVENUE**

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

## **28. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

## **29. 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 Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

## **30. SEVERABILITY**

The provisions of this Grant 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 Grant.

## **31. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

## **32. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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



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

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

### **33. SURVIVAL**

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

### **34. TAXES**

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

### **35. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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 Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **36. TERMINATION FOR CONVENIENCE**

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

### **37. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee 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 Grant. COMMERCE may withhold from any amounts due the Grantee 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 Grant.

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

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant 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 Grantee under the orders and subgrants/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 subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/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 Grant 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 Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

### **38. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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 Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

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

**39. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## Attachment A: Scope of Work

Final budget language, page 149: Engrossed Substitute Senate Bill 5950

(29) \$150,000,000 of the climate commitment account—state appropriation is provided solely for the department to provide clean energy for Washington families grants for public and private electric utilities to provide bill credits for low-income and moderate-income residential electricity customers to help with the clean energy transition in the amount of \$200 per household, by September 15, 2024. Low and moderate-income is defined as less than 150 percent of area median income.

Utilities must prioritize customers in vulnerable populations in overburdened communities as defined under RCW 70A.02.010, such as those that have participated in the low-income home energy assistance program, utility payment plans, or ratepayer funded assistance programs. Utilities must first prioritize bill credits for customers at or below 80 percent area median income and if funds remain, may expand bill credits for customers up to 150 percent of area median income. Utilities may qualify customers through self-attestation.

Utilities may, but are not required to, work with community action agencies to administer these funds. Each utility shall disburse funds directly to customer accounts and adhere to program communications guidelines provided by the department. Utilities may use up to five percent of their grant funds for administrative costs associated with the disbursement of funds provided in this subsection.

If Initiative Measure No. 2117 is approved in the 2024 general election, upon the effective date of the measure, funds from the consolidated climate account may not be used for the purposes in this subsection.

### Tasks and Deliverables

#### **Task 1: Grantees will respond to the “How will your utility find eligible households?” Scoping Question Survey**

Deliverable 1.1: Grantees will respond to the following questions in a Smartsheet survey provided by COMMERCE. This survey outlines some aspects of how a Grantee will find eligible households for the purposes of disbursing Program credits.

- (1) “How does your utility plan to find eligible households?”

Select all that apply.

Note: Customers who are currently enrolled in or have been enrolled in a low-income energy assistance program within the past two years (as of January 1, 2022) qualify as an “enrolled” customer.

Utility will determine if a customer is:

Enrolled in a low-income energy assistance program, utility payment plan, or other ratepayer assistance program

Enrolled in means tested federal low-income assistance program

Eligible based on online customer self-attestation form

Eligible based on self-attestation assisted by a customer service representative

Eligible based on self-attestation survey

Eligible based on working with programs offered by a Community Action Agency

Eligible through the use of 3rd party financial data

Other method - Please specify below

- (2) If you selected that your utility would work with a Community Action Agency above, please select the CAA that your utility would be working with.

<Multiple answers selectable>

- (3) Other method

Please detail what method(s) your utility is planning to use.

<detail method(s), if applicable>

- (4) Request assistance from Commerce's vendor:

My utility requests assistance from Commerce's vendor, Promise Pay to help my utility's eligibility and self-attestation program.

<Yes, No, or Undecided>

- (5) If you answered Yes or Unsure to the prior question, please fill out this Typeform (link forthcoming) from Promise Pay to enter contact details for certain positions in your organization.

- (6) Does your utility anticipate any challenges implementing this program?

<detail challenges, if applicable>

- (7) Any additional questions

<detail additional questions, if applicable>

## **Task 2: Expenditure Reporting**

- (1) All Grantees are required to submit Project and Expenditure Reports with each invoice submitted for payment.

### **Deliverable 2.1: Project and Expenditure Reports with each invoice submitted for payment.**

- Grantees must submit a detailed expenditure report of all expenses (totaling the requested reimbursement amount) and backup invoice documentation. The expenditure report/ledger must include:
  - Adopted budgets
  - Dates of expenditures
  - Expense categories
  - Use of administrative funding\*

\*Administrative funding may be spent on:

- Labor costs to apply bill credits or finding eligible households,
- Marketing and outreach costs (including printing signs, bill inserts, flyers, etc.),
- Communications costs (including translation services, community outreach, radio/paper/digital advertisement buys),
- Creation, development, implementation and/or maintenance of a self-attestation portal.

(2) Documentation of subawards, contracts, grants, loans, transfers, and direct payments.

**Deliverable 2.2:**

- Each Grantee shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than \$50,000.
- (3) If Grantees find that they do not need to spend all their administrative allocation (up to 5% of total grant allocation) on administrative costs, the utility may reallocate administrative funds to provide additional bill credits to eligible customer households. All funds must be spent by September 15, 2024.

Deliverable 2.3: If funds are returned to COMMERCE, meant for the express purpose of redistribution to other utilities participating in the Washington Families Clean Energy Credits Grant Program, Grantees must record the dollar value of the returned allocation.

**Task 3: Record of qualifying accounts and amount disbursed**

- (1) All grantees are required to retain and provide to COMMERCE a record of customer accounts that received the bill credit under the Program. This record must include sufficient information for potential programmatic review by a third-party audit:
- a. The account number of the household that received the bill credit from the Grantee.
  - b. The date a bill credit was applied to a customer's account number by the Grantee.
  - c. The dollar amount applied to individual customer accounts by the Grantee.
  - d. The total dollar amount applied to all customer accounts by the Grantee.
  - e. The total dollar amount the Grantee received from COMMERCE.
  - f. The date that the Grantee received funding from COMMERCE.

Deliverable 3.1: All grantees are required to retain and provide to COMMERCE a record of customer accounts that received the bill credit under the Program as detailed in Task 3(1)(a) through (f). This record must include sufficient information for potential programmatic review by a third-party audit:

**Task 4: Household Impacts**

- (1) All Grantees are required to submit to COMMERCE an aggregated estimate of households served

Deliverable 4.1: Total number of households served.

- (2) All grantees are required to submit to COMMERCE an estimate of households served that are within specific income brackets.

Deliverable 4.2: The estimated number of households served by the Washington Families Clean Energy Credit Grant Program within the following area median income (AMI) brackets.

- a. Low-income (up to 80% AMI)
- b. Moderate-income (equal to 80% to 150% AMI)

**Attachment B: Budget**

Item	Description	Amount
1	Total dollar value of the grants to administer a bill credit to low- to moderate- income customer accounts.	\$52,086.56
2	Total dollar value of administrative costs used to support the goals of the Washington Families Clean Energy Credits Grant Program.	\$2,741.4
	Total Grant Amount	\$54,827.96


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Division: Energy	
Program: Energy	
ContractNumber: 24-52242-010 City of McCleary WA Families Clean Energy Credits	
DocumentType: Contract	
Source Envelope:	
Document Pages: 24	Signatures: 0
Certificate Pages: 5	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Anneka McDonald
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	anneka.mcdonald@commerce.wa.gov
	IP Address: 147.55.149.254


**Record Tracking**

Status: Original	Holder: Anneka McDonald	Location: DocuSign
5/22/2024 2:08:43 PM	anneka.mcdonald@commerce.wa.gov	
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Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign


**Signer Events**

Signer Events	Signature	Timestamp
Jordan Laramie jordan.laramie@commerce.wa.gov Security Level: Email, Account Authentication (None), Login with SSO	  Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.223	Sent: 5/22/2024 2:10:40 PM Viewed: 5/22/2024 2:11:48 PM Signed: 5/22/2024 2:12:11 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Anneka McDonald anneka.mcdonald@commerce.wa.gov Incentive Program Lead Washington State Department of Commerce Security Level: Email, Account Authentication (None), Login with SSO	  Signature Adoption: Pre-selected Style Using IP Address: 147.55.149.254	Sent: 5/22/2024 2:12:12 PM Viewed: 5/22/2024 2:12:29 PM Signed: 5/22/2024 2:12:33 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Dan Nguyen dan.nguyen@commerce.wa.gov Signing Group: COM Energy Budget Office Security Level: Email, Account Authentication (None), Login with SSO	  Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.212	Sent: 5/22/2024 2:12:34 PM Viewed: 5/22/2024 2:41:52 PM Signed: 5/22/2024 2:42:04 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Chris Miller chrism@cityofmccleary.com Security Level: Email, Account Authentication (None)		Sent: 5/22/2024 2:42:06 PM Viewed: 6/4/2024 10:56:11 AM
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**Electronic Record and Signature Disclosure:**

**Signer Events**

**Signature**

**Timestamp**

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ID: 0aa7a5f1-a3e1-4910-a36a-f363aa1e5c8a

Cheryl Hardee  
cheryl.hardee@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None), Login with SSO

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

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**Agent Delivery Events**

**Status**

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**Intermediary Delivery Events**

**Status**

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**Certified Delivery Events**

**Status**

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**Carbon Copy Events**

**Status**

**Timestamp**

Chris Miller  
chrism@cityofmccleary.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Jordan Laramie  
jordan.laramie@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

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**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**



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

### **How to contact Washington State Department of Commerce:**

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

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

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

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

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

### **To request paper copies from Washington State Department of Commerce**

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

### **To withdraw your consent with Washington State Department of Commerce**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



## CITY COUNCIL AGENDA ITEM COVER SHEET

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**FROM:** Chad Bedlington, Director of Public Works

**DATE:** June 12, 2024

**AGENDA ITEM  
TITLE:** Omnibus Mutual Aid Agreement

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### **SUMMARY**

This is a voluntary mutual aid agreement between partners (counties, cities, tribes, political subdivisions, special purpose districts, higher education) within our region (Grays Harbor, Mason, Thurston, Lewis and Pacific Counties) and can be used in the event of an emergency. For those agencies that participated in COVID response and most specifically mass vaccination efforts, this agreement is what we utilized to share resources.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION/ACTION REQUESTED**

Allow the Mayor to enter into an agreement to establish mutual aid between agencies.

**Region 3 Mutual Aid Agreement**  
***Omnibus Agreement***

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, special purpose districts, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

**WHEREAS**, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

**WHEREAS**, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of personnel, equipment, materials or other resources to support emergency activities; and

**WHEREAS**, each Member may own and maintain resources for a variety of public and emergency services and may, under certain conditions, lend its resources to other Members in the event of an emergency; and

**WHEREAS**, the formation of Region 3 is facilitated for the purpose of joint participation in the Homeland Security and Emergency Management all-hazards planning and preparedness programs to beneficial support for preparedness, response and recovery; and

**WHEREAS**, in order to provide coordinated response and mutual aid between participating agencies to this agreement during emergencies or disasters; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

**Article 1 - APPLICABILITY**

This Omnibus Agreement is available for execution to all counties, cities, tribes, political subdivisions, special purpose districts and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

**Article 2 - DEFINITIONS**

- A. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted

by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- B. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, “Payment for Services and Assistance”.
- C. Borrower means a member county, city, tribe, other political subdivision, special purpose districts, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement, has made a request for Emergency Assistance, and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- D. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- E. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- F. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- G. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.

- H. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24-hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that can reach the Contact Person(s) is acceptable.
- I. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.
- J. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- K. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- L. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- M. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- N. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- O. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- P. Regional Lead Coordinating Agency is designated as the Homeland Security Region 3 Coordinator. Thurston County shall serve as the Regional Lead Coordinating Agency.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston

County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.

- R. Resources includes personnel, equipment, teams, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.
- S. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

### **Article 3 - PARTICIPATION**

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement will:

- A. Ensure that other Members have their organization's most current Emergency Contact Information and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

### **Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS**

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among

Members.

- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members.
- D. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.
- E. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. Notify the Regional Lead Coordinating Agency in writing upon their Member's termination of participation in this Omnibus Agreement.

Additional duties of the Designated Representative from the Regional Lead Coordinating Agency:

- G. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- H. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- I. The Designated Representative of the Regional Lead Coordinating Agency, when requested, shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members.
- J. The Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

## **Article 5 - REQUESTS FOR ASSISTANCE**

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.



## **Article 6 - GENERAL NATURE OF ASSISTANCE**

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability.

Resources are “borrowed”, with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

## **Article 7 - MANAGEMENT OF RESOURCES**

At the sole discretion of the Lender, resources may be made available upon request of a Member. Resources are subject to the following conditions:

- A. Resources of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 8 for terms and conditions applicable to use of borrowed personnel.
- C. Loaned resource shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower’s receipt of an oral or written notice from the Lender for the return of the resource. When notified to return resource to a Lender, the Borrower shall make every effort to return the resource to the Lender’s possession within 24 hours following notification.
- D. Lender’s cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender’s employees who perform such services.
- E. Without prejudice to a Lender’s right to indemnification under Article 12, in the event loaned equipment is lost or damaged while being dispatched to

Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes “equal condition and capability” shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender’s equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member’s operator(s).

- F. Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender’s employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower’s response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.
- G. Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender’s state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.
- H. The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.
- I. The Members’ Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

## **Article 8 - RECORD KEEPING**

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed.

If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement.

Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to ensure proper disaster documentation.

## **Article 9 - INDEPENDENT CONTRACTOR**

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose.

Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 11.

In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

## **Article 10 - PAYMENT FOR SERVICES AND ASSISTANCE**

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

If reimbursement is desired, parties will adopt Washington State and/or FEMA rate schedules.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

## Article 11 - INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **DISPUTE RESOLUTION PROCEDURES.** Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest.

Member's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

#### **Article 12 - SUBROGATION**

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies permit such waiver.

#### **Article 13 - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS**

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation in compliance with statutory requirements of the State of Washington.

#### **Article 14 - GOVERNMENTAL AUTHORITY**

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

#### **Article 15 - NO DEDICATION OF FACILITIES**

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

#### **Article 16 - NO PARTNERSHIP**

This Omnibus Agreement shall not be interpreted or construed to create an association, joint

venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

#### **Article 17 - NO THIRD MEMBER BENEFICIARY**

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

#### **Article 18 - ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

#### **Article 19 - SUCCESSORS AND ASSIGNS**

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 29.

#### **Article 20 - GOVERNING LAW**

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

#### **Article 21 - VENUE**

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

#### **Article 22 - TORT CLAIMS**

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

#### **Article 23 - WAIVER OF RIGHTS**

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations,

shall not constitute or be deemed a waiver.

#### **Article 24 - SEVERABILITY**

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

#### **Article 25 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS**

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

#### **Article 26 - MODIFICATIONS**

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

#### **Article 27 - NOTICES**

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization's Emergency Contact Information Form.

#### **Article 28 - TERM AND TERMINATION**

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing July 1, 2024, and shall remain in effect until December 31, 2029. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all

Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.



**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED: .....  
(Date)

AGENCY NAME:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name

By: (Title) \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Name

By: (Title) \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING A SIX-YEAR STREET PLAN FOR THE CITY OF MCCLEARY**

**R E C I T A L S:**

1. The City Council and Mayor have received the recommendations of the Public Works Director in relation to the requirements and programming involved with the six-year street plan. The most recent update was accomplished by the adoption of Resolution 754.

2. A public hearing requesting input from the citizens was held on June 12th, 2024, after the provision of appropriate notice.

3. The Council wishes to formally adopt those recommendations as they have been recommended by the Director subject to retained authority to authorize any modifications and expansions subsequently authorized by the Council as the result of changes in condition.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF MCCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: That certain listing of streets and the priorities established thereon, attached hereto as Attachment Number 1 and incorporated by this reference, shall be and is hereby adopted as the Six-Year Street Plan for the City of McCleary, as that plan is required and designated by the appropriate divisions and agencies of the State of Washington, including but not limited to the Department of Transportation. This plan shall remain in effect until subsequently amended or succeeded.

SECTION II: The provisions of Resolution \_\_\_\_\_ shall be deemed superseded by the adoption of this resolution.

SECTION III: The City Clerk and the Director of Public Works shall provide such distribution of this Resolution as may be required by law or is found to be in the City’s best interests from time-to-time.

PASSED THIS \_\_\_\_\_ DAY of \_\_\_\_\_, 2024, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF McCLEARY:

\_\_\_\_\_  
CHRIS MILLER, Mayor

ATTEST:

\_\_\_\_\_  
JENNA AMSBURY, Deputy Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTOPHER JOHN COKER, City Attorney

2024 TIP Priority #	Year Planned (2024-2029)	2025 TIP Priority #	Year Planned (2025-2030)	Project Name	Estimated Costs for 2025-2030 TIP				Estimated Costs Beyond 2030 TIP	Funding Breakdown			
2024 TIP Approved by City Council June/2023		2025 TIP will be presented to City Council			Design Costs	Right of Way Costs	Construction Costs	Total Costs	Design and Construction Costs	Federal- 13.5%	State- 5% Match	County/Other	Local
1	2024	1	2026	S. 3rd Street Lower	\$ 532,130	\$ 178,120	\$ 1,995,470	\$ 2,705,720		\$ 2,179,400			\$ 526,320
2	2025	2	2027	Summit Road Downtown	\$ 383,770	\$ -	\$ 1,918,800	\$ 2,302,570		\$ 1,991,720			\$ 310,850
3	2026	3	2028	Summit Road "S" Turn Part 1	\$ 535,980	\$ -	\$ 2,143,910	\$ 2,679,890		\$ 2,545,900			\$ 133,990
4	2025	4	2027	Intersection Simpson and Summit	\$ 653,260	\$ 55,000	\$ 3,266,250	\$ 3,974,510		\$ 1,709,040	\$ 1,887,890		\$ 377,580
5	2026	5	2028	West Ash Street Part 1	\$ 384,000	\$ 110,000	\$ 1,919,980	\$ 2,413,980			\$ 2,293,280		\$ 120,700
6	2028	6	2030	Summit Road "S" Turn Part 2	\$ 572,250		\$ 2,288,960	\$ 2,861,210	\$ 2,290,270	\$ 2,718,150			\$ 143,060
7	2027	7	2029	West Ash Street Part 2	\$ 379,670	\$ 110,000	\$ 1,898,260	\$ 2,387,930			\$ 2,268,530		\$ 119,400
8	2025	8	2027	Summit Road North	\$ 621,420		\$ 2,485,660	\$ 3,107,080			\$ 2,951,730		\$ 155,350
9	2025	9	2027	S. 4th Street Downtown	\$ 375,750		\$ 1,878,740	\$ 2,254,490			\$ 2,141,770		\$ 112,720
10	2026	10	2028	S. 4th Street Residential	\$ 414,840		\$ 2,074,140	\$ 2,488,980			\$ 2,364,530		\$ 124,450
11	2027	11	2029	W. Maple Street Downtown	\$ 542,360		\$ 2,711,800	\$ 3,254,160			\$ 3,091,450		\$ 162,710
12	2028	12	2030	W. Maple Street Residential	\$ 518,260		\$ 2,591,270	\$ 3,109,530	\$ 2,592,910		\$ 2,954,050		\$ 155,480
N/A	N/A	13	2024	W. Maple Street Sidewalks	\$ 60,220		\$ 461,720	\$ 521,940				\$ 495,843	\$ 26,097
N/A	N/A	14	2026	Hemlock & Main Sidewalks	\$ 64,380		\$ 493,580	\$ 557,960		\$ 557,960			\$ -
<b>Totals</b>					\$ 6,038,290	\$ 453,120	\$ 28,128,540	\$ 34,619,950		\$ 11,702,170	\$ 19,953,230		\$ 2,468,707

Project Descriptions	
<b>S. 3rd Street Lower</b>	Between E. Oak Street and Simpson Ave. 1320 LF. Resurface and repair, New curb and gutter, stormwater, planter strip, sidewalk on both sides with ADA compliant ramps and shared bike lane. Replace water main.
<b>Summit Road Downtown</b>	Simpson to Beck. 1478 LF Resurface, landscaping and/or planter strips and bike lanes; install needed curb, gutter, sidewalk, street lights, street trees, stormwater and parallel parking along both sides of roadway. Replace water main.
<b>Summit Road "S" Turn Part 1</b>	Beck St to E. Wildcat Creek. 1742 LF. Resurface, landscaping and/or planter strips and bike lanes; install needed curb, gutter, sidewalk, street lights, street trees, and stormwater. Replace water main.
<b>Intersection Simpson and Summit</b>	Intersection improvements. Roundabout with ADA compliance ramps, walkways, crosswalks, installation of landscaped island. Improve walkability and bicycle access for increased access to local businesses and park.
<b>West Ash Street Part 1</b>	N. 9th St to N. 7th St. 686 LF. Resurface, landscaping and/or planter strips and bike lanes; install curb, gutter, sidewalk, street lights, street trees, and stormwater. Replace water main.
<b>Summit Road "S" Turn Part 2</b>	W. Wildcat Creek to SR 108 turn. 1640 LF Resurface, landscaping and/or planter strips and bike lanes; install curb, gutter, sidewalk, street lights, street trees, and stormwater. Replace water main.
<b>West Ash Street Part 2</b>	N. 9th to end. 630 LF. Resurface, landscaping and/or planter strips and bike lanes; install curb, gutter, sidewalk, street lights, street trees, and stormwater. Replace water main.
<b>Summit Road North</b>	SR 108 turn to Bear St. 2220 LF. Full Depth Reclamation; Resurface, widen, new curb and gutter, stormwater, sidewalk, planter strips, and bike lanes.
<b>S. 4th Street Downtown</b>	Simpson Ave. to W. Fir St. 740 LF. Full Depth Reclamation; Resurface, widen, new curb and gutter, stormwater, sidewalk, planter strips, bicycle lanes.
<b>S. 4th Street Residential</b>	W. Fir St to 4th St Extension. 1900 LF. Full Depth Reclamation; Resurface, new curb/gutter and sidewalks, stormwater.
<b>W. Maple Street Downtown</b>	S. Main ST to S. 6th ST. 1,080 LF Resurface, planter strips, bike lanes, curb, gutter, street lights, street trees, and stormwater. Replace water main.
<b>W. Maple Street Residential</b>	S 6th ST to WWTP. 1,190 LF. Resurface, planter strips, bike lanes, curb, gutter, sidewalk, street lights, street trees, and stormwater. Replace water main.
<b>W. Maple Street Sidewalks</b>	S. Main ST to S. 6th ST. 1,080 LF. Replace sidewalk on one side. Replace ADA ramps.
<b>Hemlock &amp; Main Sidewalks</b>	On Hemlock from Main to S. 3rd ST, Replace sidewalks on both sides. On Main from Hemlock to 3rd ST, Replace sidewalk on one side. Replace ADA ramps. WSDOT Safe Routes to Schools Application.

Other possible ideas	
<b>Simpson Rail Trail</b>	Create a pedestrian walkway/trail from Summit Road area near Beck Street to City property and back to Summit Road.
<b>Simpson Ash trail</b>	Create a pedestrian walkway/trail from Ash Street to City Property and back to Summit Road
<b>Wildcat Drive- Lowest Rated Street in</b>	Reconstruct Wildcat Drive including replacement of storm drains and related storm-water facilities. Possible curb gutter and sidewalks on both sides. Water and Sewer Main replacements. Possible underground power and communication utilities. Could potentially use a cement treated base if existing ground is sufficient.

<b>Spruce Street- 2nd Lowest Rated Stre</b>	Reconstruct Spruce Street including replacement of storm drains and related storm-water facilities. Possible curb gutter and sidewalks on both sides. Water and Sewer Main replacements. Possible underground power and communication utilities. Could potentially use a cement treated base if existing ground is sufficient.
<b>8th Street- 3rd Lowest Rated</b>	Resurface, landscaping and/or planter strips and bike lanes where possible; install needed curb, gutter, sidewalk, street lights, street trees, and stormwater improvements. Water Main replace.
<b>Birch Street- 4 lowest Rated</b>	Resurface, install needed curb, gutter, sidewalk, street lights, street trees, and stormwater improvements. Water Main replace. Sewer extension

**Re-Occurring Projects (As Funded)**

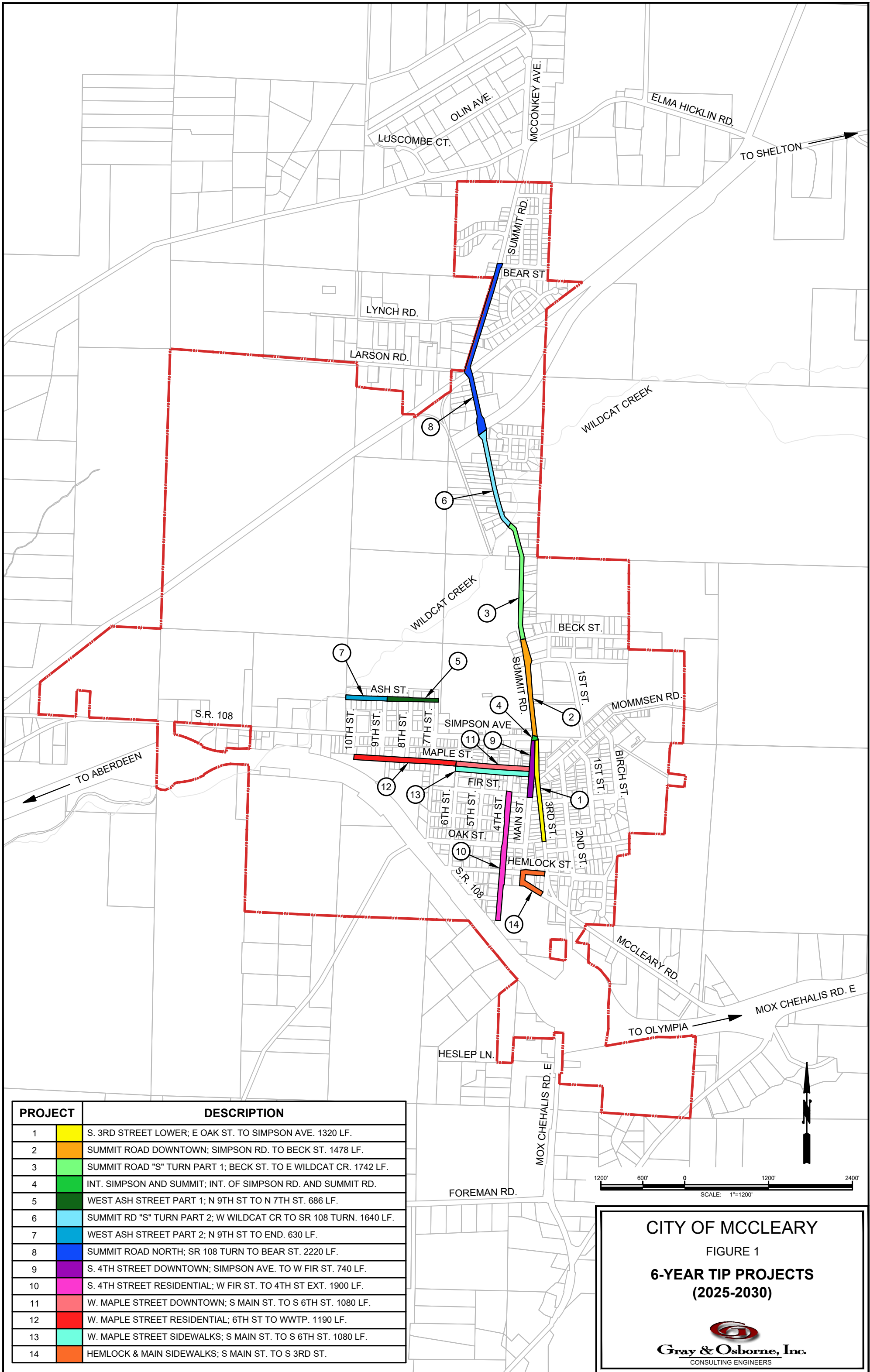
**Pavement Overlay Program-** To protect the city’s investment in its roadway system, regular maintenance is required. One of the maintenance components includes providing overlays to extend the life of the street surface and protect the roadway base. The ideal program would provide \$412,500 per year of overlay work at various street locations. The locations are currently determined by the pavement management system provided by the TIB. Currently, the city does not have a set budget per year and applies for grants from the Transportation Improvement Board (TIB). The City currently has 9.5 miles of roadway that we are responsible for the pavement. If pavement overlays were on a 20 year rotation, we would be paving about 2,500 feet a year. At current cost for installation of asphalt, that cost is \$412,500 a year.

**Alley Reconstruct and Pavement Patching (annual cost)** - Various locations. Develop an annual program to reconstruct and overlay alleys and roadway pavement patching to reduce maintenance costs.

**Crack Seals** - Various locations. Develop an annual crack seal program to preserve the City investment in newly constructed and overlaid roads.

**Sidewalk Trip Hazard Elimination** - Trip hazards in the existing sidewalk system will be systematically repaired through either removal of affected sidewalk panels, removing the cause of the problem, and re-pouring the panels, or by grinding the problem areas and resurfacing the affected areas.

**Inactive: Chip Seals** - Various locations. Develop an annual chip seal program to preserve the City investment in newly constructed and overlaid roads.



PROJECT	DESCRIPTION
1	S. 3RD STREET LOWER; E OAK ST. TO SIMPSON AVE. 1320 LF.
2	SUMMIT ROAD DOWNTOWN; SIMPSON RD. TO BECK ST. 1478 LF.
3	SUMMIT ROAD "S" TURN PART 1; BECK ST. TO E WILDCAT CR. 1742 LF.
4	INT. SIMPSON AND SUMMIT; INT. OF SIMPSON RD. AND SUMMIT RD.
5	WEST ASH STREET PART 1; N 9TH ST TO N 7TH ST. 686 LF.
6	SUMMIT RD "S" TURN PART 2; W WILDCAT CR TO SR 108 TURN. 1640 LF.
7	WEST ASH STREET PART 2; N 9TH ST TO END. 630 LF.
8	SUMMIT ROAD NORTH; SR 108 TURN TO BEAR ST. 2220 LF.
9	S. 4TH STREET DOWNTOWN; SIMPSON AVE. TO W FIR ST. 740 LF.
10	S. 4TH STREET RESIDENTIAL; W FIR ST. TO 4TH ST EXT. 1900 LF.
11	W. MAPLE STREET DOWNTOWN; S MAIN ST. TO S 6TH ST. 1080 LF.
12	W. MAPLE STREET RESIDENTIAL; 6TH ST TO WWTP. 1190 LF.
13	W. MAPLE STREET SIDEWALKS; S MAIN ST. TO S 6TH ST. 1080 LF.
14	HEMLOCK & MAIN SIDEWALKS; S MAIN ST. TO S 3RD ST.

1200' 600' 0 1200' 2400'  
SCALE: 1"=1200'

**CITY OF MCCLEARY**  
 FIGURE 1  
**6-YEAR TIP PROJECTS**  
**(2025-2030)**



**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS

# CITY OF MCCLEARY VIDEO SURVEILLANCE POLICY

For Video Surveillance Monitoring and Recording of Public Areas for Safety and Security Purposes

## PURPOSE

The purpose of this policy is to govern the use of the City’s Video Surveillance and electronic recording. This policy applies to all use of the City’s video surveillance monitoring and/or recording devices affixed to city property. This policy is established to set parameters restricting the non-court ordered use of video surveillance in public places and to enhance public safety and security in a manner consistent with accepted rights of privacy.

## DEFINITIONS

1. “Extracting” means copying images from the hard drive or Internet site to some other media (CD ROM, external hard drive, USB drive, etc.).
2. “Monitoring” means real-time viewing or viewing footage.
3. “Personnel” means authorized police officers or non-sworn police personnel.
4. “Recording” means capturing images on a computer disk or drive, Internet storage site, CD-ROM, or videotape 24 hours a day, seven days a week, yearlong.

## GENERAL PRINCIPLES

The principle objectives of video surveillance monitoring and/or recording in public areas include:

1. Promote a safe environment by preventing/deterring acts of theft, vandalism, harassment, and/or assault.
2. Assist in identification of individuals involved in criminal activity on City owned or managed property.
3. Assist in the safe daily operation of City parks and related facilities.
4. Assist law enforcement agencies in investigating criminal activity.

To assure there is no violation of a person’s reasonable expectation of privacy, video surveillance cameras shall be focused on public areas and the images shall not be used or disseminated improperly.

The City shall comply with all local, federal and state law applicable to the use of surveillance cameras in public space.

Video surveillance monitoring and/or recording will be conducted in a professional, ethical, and legal manner. Personnel using the video surveillance camera system will be appropriately trained and supervised in the responsible use of this system. Violations of this policy and procedures may result in disciplinary action and may subject those involved to criminal and/or civil liability under applicable state and federal law.

Information obtained through video monitoring and/or recording will be used exclusively for safety, security, and other legitimate purposes. Information obtained through monitoring and/or recording will only be released in accordance with this policy or as required by law or as required by the Public Records Act.

Video surveillance monitoring and/or recording of public areas will be conducted in a manner consistent with all City policies. Except for police investigations involving person(s) whose description is known, this policy prohibits monitoring and/or recording based solely on characteristics and classifications (e.g., race, gender, sexual orientation, national origin, disability, etc.).

Video surveillance monitoring of public areas, dwellings, and businesses in the City of McCleary is limited to uses that do not violate the reasonable expectation of privacy as defined by law.

Video surveillance shall not be used to monitor city employees.

To maintain an informed community, the City will list on its web page information describing the purpose and location of video surveillance cameras and the policy for their use.

## INSTALLATION AND APPROVAL

Placement of additional cameras at other City facilities or buildings, such as City Hall, other City properties, public parks, open space areas, public streets or other public locations, requires review by the Chief of Police and approval by the City Council.

When seeking approval, staff will address the following issues and concerns in supporting their request:

1. Explanation for why the camera is needed in the location.
2. Equipment needed, including:



- Type of camera needed.
  - Location of camera – where to be affixed.
  - Location of necessary equipment.
3. Other deterrence or detection measures that were considered, and why video monitoring is the best solution.
  4. Any specific, verifiable reports of incidents of crime or significant safety concerns that have occurred in the location to be placed under video monitoring.
  5. Possible effects of the proposed video monitoring system on personal privacy, if any, and how they will be mitigated.
  5. Appropriate consultation with stakeholders, including the public or reasons why this is not necessary.
  6. Approach to installing and maintaining the system.
  7. Fiscal impact and availability of funding.

Permanent, fixed-mounted cameras will not be placed in areas where a reasonable expectation of privacy is standard, such as inside restrooms.

1. Cameras located internally will not be directed to look through windows to areas outside the building, unless necessary to protect external assets, provide for the personal safety of individuals or deter criminal activity from occurring.
2. Cameras will not be directed to look into adjacent, non-City owned buildings.
3. Placement of cameras will also take into consideration physical limitations such as availability of power, cell reception and reasonable mounting facilities.

## OPERATING PROCEDURES

Nothing in this policy is intended to limit the reasonable and legal use of the video surveillance cameras during exigent circumstances involving matters of public and/or officer safety. All recording or monitoring of public areas for security and safety purposes by City authorized cameras is limited exclusively to practices that will not violate the standards of a reasonable expectation of privacy as defined by law. All video recordings will be video only, no audio recording is allowed.

### **Oversight/Administration:**

The City of McCleary Police Department (MPD) is the department authorized and responsible to oversee and coordinate the use of public cameras in the City. The MPD has primary responsibility for ensuring adherence to this policy and for disseminating the policy to persons requesting information on the policy and procedures.

The Chief of MPD, or his/her designee has the responsibility to authorize all video surveillance monitoring for safety and security purposes in the City. The Chief will have the administrative rights to the system including setting up staff access and log in credentials. City Council and the Mayor shall not have access to the system.

The MPD is responsible for following new developments in the relevant laws and in security industry practices to ensure that video surveillance monitoring and/or recording in the City is consistent with high standards and protections.

The MPD will assist in aiming and focusing the cameras during the installation phase and will view and manage data from the cameras.

### **Training:**

1. All personnel operating the video surveillance system will be trained in the technical, legal, and ethical parameters of appropriate camera use.
  - a. Personnel will receive a copy of this policy and provide written acknowledgement that they have read and understood its contents.
  - b. Personnel will receive updated training on this policy as needed. In circumstances in which video surveillance cameras are monitored, all personnel involved in monitoring and/or recording of public areas will perform their duties in accordance with the law and this policy.
2. The Chief of Police or Police Sergeant will ensure that responsible and proper camera monitoring/recording practices by personnel are followed by conducting quarterly audits of the video surveillance camera system with the Public Safety Committee.

### **Operation:**

1. The video surveillance cameras will be monitored by police department personnel. The Chief of Police will assign a designee to periodically review video systems to insure they are functioning properly and recording correctly using the proper date/time stamp.
2. An officer will be dispatched to any area in which a crime, offense, motor vehicle accident, public safety risk, traffic problem, or other incident which necessitates police intervention.
3. Video surveillance cameras shall be used to observe locations that are in public view and where there is no reasonable expectation of privacy. Any view provided by a video surveillance camera shall be no greater than what is available from the public vantage point.
4. Personnel shall not monitor/record individuals based on characteristics of race, gender, ethnicity, sexual orientation, disability, or classification such as national origin, etc. protected by state and federal laws. Personnel will monitor/record based on suspicious

behavior, not individual characteristics. **EXCEPTION:** Police investigations involving person(s) whose description is known.

5. The monitoring equipment will be configured to prevent personnel from tampering or duplicating recorded information without authorization.

6. Personnel shall not disseminate information learned from monitoring video surveillance public cameras unless such release complies with the law, this policy of other information release laws or policies.

7. Camera positions and views of residential housing shall be limited. The City will strive to block out provide property within view of the cameras to maintain privacy. If a citizen is concerned over the camera placement they may contact the Chief of Police.

## RETENTION, EXTRACTION AND STORAGE

Recorded video records are stored on the cloud until the record is superseded by being overwritten with new records, unless retained as part of a criminal investigation or court proceedings (criminal or civil), or other bona fide use as approved by the Chief of Police. Images obtained through video camera monitoring/recording will be retained for a length of 30 days, unless such images need to be retained longer for the final resolution of a case.

Downloaded/ archived video recorded images will be stored in a secure location with access by authorized personnel only.

Only trained Staff authorized by the Chief of Police shall be authorized to extract video from footage from the Internet, computer disk, or drive.

Any video footage extracted for investigation purposes shall be stored in a manner that will exclude access by unauthorized personnel. Video footage, which is evidence, will be processed and stored in the evidence room with access by authorized personnel only.

## EXCLUSIONS

This policy does not apply to the use of surveillance, or to the conduct of surveillance monitoring or recording by a law enforcement agency engaged in a legitimate criminal investigation. This policy does not apply to the use of hand-held video cameras, police body cameras or police dash cameras.

**Resolution No. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE CITY OF  
MCCLEARY VIDEO SURVEILLANCE POLICY**

WHEREAS, the City of McCleary has installed video surveillance cameras to enhance public safety and protect city resources; and

WHEREAS, a policy is needed to govern the use of the City’s Video Surveillance, electronic recordings, and to set parameters restricting the non-court ordered use of video surveillance in public places in a manner consistent with accepted rights of privacy; and

WHEREAS, these policy recommendations have been reviewed by the policy committee and the City Attorney; and

THEREFORE, be it resolved, the City of McCleary shall adopt the Video Surveillance Policy labeled as Attachment #1 to this Resolution. The Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED THIS \_\_\_\_\_ DAY OF MAY 2024, by the City Council of the City of  
McCleary, and signed in authentication thereof this \_\_\_day of May, 2024.**

CITY OF McCLEARY:

\_\_\_\_\_  
Chris Miller, Mayor

ATTEST:

\_\_\_\_\_  
Jenna Amsbury, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTOPHER JOHN COKER, City Attorney