
**SPECIAL MEETING
AGENDA
OMAK CITY COUNCIL MEETING
Tuesday – January 21, 2020 – 7:00 PM**



ORIGINAL

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Approval of minutes from January 6, 2020 and the January 16, 2020 Special Meeting 

E. NEW BUSINESS:

1. Dennis Carlton – Omak School District Levy Presentation 
2. Ord. 1887 – Annexation – Housing Authority of Okanogan County 
3. Res. 05-2020 – Declaring Intent for Affordable Housing Revenue 
4. Res. 06-2020 – Approve Public Works Labor Agreement 
5. Res. 07-2020 – Approve Grant Agreement with Dept. of Commerce – Airport Water Project 

F. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

ORIGINAL



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MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: January 21, 2020

Subject: **Ordinance 1887 Annexation of Parcel #8851710100.**

The Attached Ordinance 1887, An Ordinance of the City Council of the City of Omak providing for the annexation of certain territory to the City of Omak, Washington, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, providing the same shall be subject to the Comprehensive Land Use Plan, and assigning zoning classification, is forwarded for your consideration.

On July 3, 2017, City Council and staff accepted a Notice of Intent to commence annexation proceedings of Parcel # 8851700010, now known as Parcel # 8851710100 after final short plat alteration was recorded with the Okanogan County Auditor on October 21, 2019.

A Public Hearing was held on August 7, 2017 resulting in a decision by Council to adopt the staff's recommendations, with conditions and findings in the staff report dated August 7, 2017.

All property within the territory so annexed shall be subject to and be part of the Comprehensive Plan of the City of Omak as now adopted, or as hereinafter amended.

The subject property shall be zoned Residential Multi-Family.

I support the passage of this Ordinance.

ORDINANCE NO. 1887

AN ORDINANCE of the City Council of the City of Omak providing for the annexation of certain territory to the City of Omak, Washington, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, providing the same shall be subject to the Comprehensive Land Use Plan, and assigning zoning classification.

WHEREAS, a Notice of Intent to annex was filed with the City of Omak; and

WHEREAS, a meeting was held with the initiating parties resulting in a decision by the City Council to:

- (1) Accept the proposed annexation;
- (2) Require the simultaneous designation of Residential Multi-Family use district classification;
- (3) Require the assumption of a pro rata share of all existing City indebtedness by the area to be annexed; and

WHEREAS, a Petition for Annexation was made in writing and filed with the City Council seeking annexation of the real property described as follows, all of which property is contiguous to the corporate City limits of the City of Omak and located within the Northwest quarter of the Southwest quarter of the Northwest quarter of section 25, Township 34 North, Range 26 East, W.M., Okanogan County, Washington, located on the East side of Oak Street directly North of and contiguous to the most Northern city limits boundary adjacent to the Mountain View Trailer Court. More specifically Lot 1 Mountain View MH Park SP-2nd Add, Short Plat Alteration 2019-2, Parcel # 8851710100; and

WHEREAS, said petition was signed by the owners of the above-described real property; and

WHEREAS, the staff of the City of Omak filed a Staff Report dated August 7, 2017 attached hereto as **Exhibit "A"**, which staff report recommended approval with conditions; and

WHEREAS, the City Council fixed a date for a public hearing and caused notice thereof to be published and posted as required by law; and

WHEREAS, a public hearing was duly held by the City Council of the City of Omak on the 7th day of August, 2017, and after said hearing a motion was made, seconded and unanimously passed to approve the annexation of the subject property, adopt the Findings of Facts set forth in **Exhibit "A"**, subject to the conditions as set forth in **Exhibit "A"**; and

WHEREAS, final short plat alteration survey to parcel # 8851710100 was recorded with the Okanogan County Auditor on October 21, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO ORDAIN as follows:

Section 1. Upon agreeing to meet all the conditions set forth in **Exhibit "A"** attached hereto, the real property described herein, being situated within the County of Okanogan, State of Washington, and being contiguous to the City of Omak, shall be annexed to and incorporated into the City of Omak.

Section 2. All property within the territory annexed shall, after the effective date hereof, be assessed and taxed at the same rate and on the same basis as the property within the City for any outstanding indebtedness of the City of Omak contracted prior to, or existing at the date of annexation.

Section 3. All property within the territory so annexed shall be subject to and be a part of the Comprehensive Plan of the City of Omak as now adopted, or as hereinafter amended.

Section 4. The subject real property shall be zoned Residential Multi-Family.

Section 5. A copy of this ordinance shall be filed and recorded as provided by law.

Section 6. This ordinance shall become effective from and after its passage by the Council, approved by the Mayor and five days after publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

Date: August 7, 2017

TO: Mayor Cindy Gagne` and Omak City Council

From: Jake Dalton, Building Official

RE: Rural and Farmworker Housing/Housing Authority of Okanogan County Annexation Petition

Proposal:

On July 3, 2017, at the regularly held city council session the City accepted a Notice of Intent to commence annexation proceedings from Nancy Nash-Mendez of Okanogan Housing Authority and Suzanne Obermeyer representing the Office of Rural and Farmworker Housing regarding a proposed annexation in the city for multi-housing for the community. The proposed annexation would accommodate 44-46 dwelling units. On that same date the Petition for Annexation was also accepted by Omak City Council and not only was the petition forwarded to the Omak Planning Commission for review and comment, council did direct staff to meet with the applicants to discuss their preliminary development plans. In anticipation of a favorable response from the Planning Commission City Council set a Public Hearing date of August 7, 2017 at 7:00 PM to hear public comment regarding the annexation petition. Per the annexation documents the Housing Authority of Okanogan County proposes to annex one (1) parcel approximately 4.5 acres into the City of Omak. (Exhibit A)

On July 5, 2017 Nancy Nash-Mendez and Suzanne Obermeyer presented the petition and preliminary development concept to the Planning Commission. By unanimous vote the Planning Commission did make recommendation to the Omak City Council for annexation consideration.

Location Information:

The subject property is one (1) Parcel totaling approximately 4.5 acres located on the east side of Oak Street directly north of and contiguous to the most northern city limits boundary adjacent to the Mountain View Trailer Court. More specifically, LOT 1 MOUNTAIN VIEW MH PARK SP-2ND ADD, Parcel # 8851700010.

Current Use:

The subject property is currently vacant and undeveloped.

Current/Proposed Comprehensive Plan Designation:

According to the Comprehensive Plan Map the subject property is currently designated as Medium Density Residential. Suitable for 5-10 Units/acre (duplex, triplex, apartments, planned developments and manufactured home parks) According to the Comp Plan page A-15 the Medium Density designation is intended for areas inside the Urban Growth Area within or immediately adjacent to the existing corporate limits. Medium density areas are either are presently developed and served by city utilities or are undeveloped and have access to city services and contain larger parcels of land suitable for medium density development.

Requested Zoning Designation:

The current designation of Medium Density Residential is compatible with the applicants intended use.

Current Zoning:

The area proposed for annexation is presently zoned Medium Density Residential.

Floodplains, Shorelines, SEPA, Critical Areas and Other Environmental Constraints:

The property does not lie within a designated floodplain or shoreline area. According to the City of Omak Critical Areas Map, the subject property lies within an area designated as having "moderate potential for aquifer recharge". As such any subsequent development shall comply with the City of Omak critical areas regulations as currently adopted or amended. Annexation proceedings are categorically exempt from SEPA review considering there is no proposal for comp plan amendment.

Reviewing agencies:

All pertinent information has been sent to the appropriate agencies for review and comment. As of this date no comments have been received.

Recommendations:

City staff would recommend approval of the proposed annexation subject to the following conditions:

1. That it is understood that the owners, heirs or assigns shall be responsible for any extension of streets, sidewalks, or utilities associated with development of the annexed property described above.
2. That plans for streets, utilities, sewer, storm drainage and necessary fire suppression etcetera and any other proposed and/or required improvements shall be prepared by Washington State registered professional engineer and submitted and review and approval

- by the City Public Works Director and any other agency or department as appropriate (eg: electricity, cable, irrigation), in writing prior to construction.
3. All improvements shall be inspected by appropriate City Public Works staff with written results provided to the City in a timely manner and reproducible as-built drawings provided to the City upon completion of construction by the developer.
 4. That the owners, heirs, or assigns of the subject property agree to participate in a Road Improvement District or other transportation system (funding) entity if and when it is formed to the extent necessitated by the development.
 5. That the owners, heirs, and assigns of the properties containing any existing wells and/or irrigation rights agree to negotiate in good faith, terms for transfer of any said wells and water rights to the City of Omak.
 6. That any easements required for extension of city utilities shall be granted to the City in a manner acceptable to the City and petitioner.
 7. That if any archaeological material or human remains are encountered during the course of this undertaking, all activity will cease immediately and the Tribal Historic Preservation Officer of the CCT will be contacted as soon as possible. Activity on the undertaking will not resume until satisfactory arrangements have been made between the applicant and the Tribal Historic Preservation Officer.
 8. That the owner will assume all or any portion of the existing city or town indebtedness in the area proposed to be annexed.

Findings of Fact:

1. That all requirements of Title 18 of the Omak Municipal Zoning Code were followed, including RCW 35.13.125 during this process and that the applicants, heirs, and assignees as noted in the petition are required to adhere to these regulations for further land use actions or development proposals.
2. That the annexation is exempt from review under the State Environmental Policy Act.
3. The subject properties are located within the Urban Growth Area as identified in the Omak Area Comprehensive Plan.
4. The application of "Residential Multi-family" is consistent with the goals and policies stated in the Omak Area Comprehensive Plan for areas designated as "Medium Density Residential".
5. That there is adequate water capacity to serve the proposed development.
6. That there is adequate capacity available at the wastewater treatment plant to accommodate the proposed development.
7. That the approval of the annexation does not represent a granting of special privileges to the applicant.
8. That the public interest may be served by approval of this annexation.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: January 21, 2020

Subject: **Resolution 05-2020** - Declaring Intent for Affordable Housing revenue

The Washington State Legislature passed SHB 1406 with intent to divert a portion of existing sales and use taxes to the local jurisdiction for use towards affordable and supportive housing.

For the City to participate on this legislation, this resolution of intent is required to be passed by January 28th, 2020 and an Authorizing Ordinance will be required by July 28, 2020.

SHB 1406 allows for up to a .0146% of sales tax to be diverted back to the city with the passage of an additional qualifying housing tax or .0073% without the qualifying tax.

If the city takes no action this revenue would be available to Okanogan County, assuming they pass their resolution of intent and authorizing ordinance.

Initially my thought is that this revenue would be best directed through the County. The passage of this resolution will allow us time to discuss this further prior to the July deadline.

I support this Resolution and recommend its approval.

RESOLUTION NO. 05-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK DECLARING THE INTENT OF THE CITY OF OMAK TO ADOPT LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), AND OTHER MATTERS RELATED THERETO

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing, for cities of 100,000 or less: or, if eligible, for providing rental assistance to tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the City of Omak’s median income; and

WHEREAS, the City has an unmet need for affordable rental housing as well as supportive housing for people exiting homelessness and has determined that imposing the sales and use tax to address the need will benefit its citizens; and

WHEREAS, in order for a city to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the Town Council now desires to declare its intent to impose a local sale and use tax as authorized by SHB 1406 as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak as follows:

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by the City Council on this _____ day of _____, 2020

APPROVED:

Cindy Gagné, Mayor
City of Omak

ATTEST:

City Clerk, Connie Thomas

APPROVED AS TO FORM:

Michael D. Howe
City Attorney

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: January 21, 2020

Subject: Resolution 06-2020 approved Public Works Labor Agreement

The attached Resolution No. 06-2020 A Resolution of the Omak City Council Approving a Labor Agreement for the Years 2020 Through 2022 Between The City Of Omak And The American Federation of the State, County and Municipal Employees Covering Public Works Department Employees, is forwarded for your consideration.

This is a three-year agreement to replace the current contract that expired 12/31/2019.

Wages are increased by 3.5% for 2020. Years 2021 & 2022 will be increased by a slotted CPI 3% minimum and 4% max. Longevity was increased to \$9/year for each of the five-year increments. Max accrual of Annual Leave was increased from 200 to 240. Changes were made to accommodate the Janus bill and State Medical leave.

Other than that, there were no other significant changes.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 06-2020

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A LABOR AGREEMENT FOR THE YEARS 2020 THROUGH 2022 BETWEEN THE CITY OF OMAK AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COVERING PUBLIC WORKS DEPARTMENT EMPLOYEES

WHEREAS, the City of Omak Public Works Crew is represented by the American Federation of State, County and Municipal Employees (AFSCME); and

WHEREAS, the labor agreement between the City and AFSCME expired on December 31, 2019 under its own terms; and

WHEREAS, a new labor agreement has been negotiated between the City and AFSCME for the terms and conditions of employment for the represented members of the City Public Works Crew for the period beginning on January 1, 2020 through December 31, 2022; and

WHEREAS, members of the Crew have reviewed and accepted the proposed labor agreement.

NOW THEREFORE, BE IT RESOLVED, that the City Council for the City of Omak, Washington do hereby approve the **Labor Agreement between the City of Omak and the American Federation of State, County and Municipal Employees Local 846-PW** attached hereto as Exhibit "A", and authorize the Mayor and City Administrator to execute, and the Clerk to attest said document on behalf of the City.

INTRODUCED AND PASSED this _____ day of _____, 2020.

SIGNED:

Cindy Gagne, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

EXHIBIT A

LABOR AGREEMENT

by and between

CITY OF OMAK

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES

Covering

PUBLIC WORKS DEPARTMENT EMPLOYEES

January 1, 2020 to December 31, 2022

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PREAMBLE

This Agreement is made and entered into by and between the City of Omak, Washington hereinafter referred to as the “Employer”, and American Federation of State, County and Municipal Employees, representing Omak Public Works Department employees, hereinafter referred to as the “Union”, for the purpose of establishing certain wages, hours and working conditions affecting the employees as well as increasing the general efficiency of the City Public Works Department and maintaining harmonious relations between the City, its employees and the Union. To accomplish the foregoing, the parties agree to the following articles within this Agreement.

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collectively bargaining wages, benefits, and other conditions of employment for all its full-time and regular part-time employees of the Public Works Department; excluding supervisors, confidential and temporary or seasonal employees.

ARTICLE II – UNION MEMBERSHIP

2.1 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a Union staff representative.

2.2 For current Union members and those who choose to join the Union, the City agrees to deduct once each month Union dues from the pay of bargaining unit employees who authorize the City to do so. The City agrees to do so for such time and on conditions set forth in the dues authorization for payroll deduction regardless of the employee’s continued membership in the Union and until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee.

2.3 The City shall transmit to the Washington State Council of County and City Employees, P.O. Box 750, Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement including: Employee name, home address, birth date, hire date, job classification, hours worked, monthly base salary and amount of union dues deducted on or before the 20 day of each month for the month which deductions were made.

2.4 When the Employer hires a new employee covered in the bargaining unit, the Employer shall, at least seven (7) calendar days prior to the date of employment, notify the Union in writing giving the name, hire date and classification of the employee to be hired. A Union official shall, at no loss of pay, shall be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees’ rights and responsibilities regarding Union membership, dues authorizations and Union benefits.

ARTICLE III – MANAGEMENT RIGHTS

3.1 Except as limited by provisions of this Agreement or law, the Employer hereby reserves and retains the exclusive right to take any action it deems appropriate for the efficient management of its facilities or operations and the direction of its work force.

3.2 **Past Practice:** Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide notification to the Union and shall provide the Union with an opportunity to discuss the Employer’s proposed change to past practice. The notification and opportunity to discuss shall not impede or affect the Employer’s right to change past practice. The notification to the Union will contain a proposed date for discussion of the change with the Union as well as the anticipated date for implementation of the Employer’s change to past practice.

3.3 **Contracting Out:** The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union thirty (30) calendar day’s written notice and offer to meet and negotiate the change. The notice and offer to negotiate shall not impede or alter the Employer’s right to transfer, contract or subcontract work if agreement is not negotiated within the thirty (30) calendar days provided in the notice.

3.4 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out City services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all action necessary to implement service during said emergency. During an emergency, management inclusive of supervisors shall have the right to perform bargaining unit work.

ARTICLE IV – DEFINITIONS OF EMPLOYEES

4.1 **Regular Full-time Employee:** A full-time regular employee is one who has served his six (6) consecutive month probationary period and is employed on a full-time basis. Full-time basis means regularly scheduled employment requiring work of forty (40) hours per week. Such employees shall be entitled to accrue those wages and benefits provided by this Agreement and are subject to the conditions of this Agreement.

4.2 **Regular Part-time Employee:** A regular part-time employee is one who has served his probationary period of six (6) consecutive months of employment and who may work less than forty (40) hours per week.

4.3 **Probationary Employee:** A probationary employee shall be defined as any new hire employed for the purpose of becoming a regular full-time or regular part-time employee and

is one who has not completed six (6) consecutive calendar months of service with the Employer. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period he may be discharged for any reason without recourse to any part or provision of this Agreement or to any appeal.

4.4 Temporary Employee: A temporary employee shall be defined as any person hired for the purpose of expanding the workforce as follows:

- to temporarily expand the workforce to meet peak workload needs,
- to expand the workforce as required by emergency situations,
- to fill in for regular employees during extended absences or vacations,
- to fill a vacancy until a regular employee is hired (not to exceed 60 days).

Temporary employees are not eligible for benefits and are not members of the bargaining unit or within terms of this Union membership requirement and shall not be used to replace bargaining unit members.

Temporary employees will not operate City owned or rented equipment with greater than fifty (50) horsepower engines, with the exception of automobiles and pick-up trucks and in the instance where a temporary employee can satisfactorily demonstrate qualifications for operation of equipment which exceed the horsepower limit.

ARTICLE V – SENIORITY

5.1 “Seniority”, as used in this Agreement, is determined by the length of an employee’s continuous service within the Omak Public Works Department since his last date of hire. Seniority shall be retained for up to a maximum of one (1) year while on authorized leave from Public Works excluding leaves protected by State and/or Federal Law.

5.2 The Employer will provide the Union with copies of the seniority list on January 1st or at other times by mutual consent. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by drawing lots. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

5.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

- A. The employee voluntarily leaves the service of the Employer, or
- B. The employee is discharged for just cause, or

- C. The employee is discharged during the probationary period, or
- D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.

5.4 Promotion: A regular employee in one classification may be considered for promotion to a position in another classification having the same or higher salary range, provided the employee has the qualifications for the position to which the promotion is proposed, and provided the Employer desires to fill the position. Employer based on operational need will give current employees opportunity to train for positions that require special training or certifications.

5.5 A regular employee who is promoted shall be considered probationary at that position for a period not to exceed six (6) consecutive calendar months from the date such promotion occurs. If the promoted employee is unsuccessful in the performance of the position or declines the promotion within the six (6) consecutive calendar months, the employee shall revert to his former position without prejudice.

5.6 Seniority shall be a factor in filling job assignments within the department provided the individual is otherwise qualified based on training, experience, performance and ability as determined by the Employer.

ARTICLE VI – LAYOFF AND RECALL

6.1 In the event of a layoff or reduction in force (RIF) by the Employer, employees will be laid off by job classification. Within the job classification, employees will be laid off in reverse order of seniority provided that the remaining employees have the necessary qualifications for the position/classification and can perform the work in a satisfactory manner as determined by the Employer. The employee to be laid off shall be given ten (10) working days' notice before such layoff is to take place. For a period of twelve (12) months following the layoff or reduction in personnel, an employee who has been laid off will be given the first opportunity to fill a vacancy. The last employee to be laid off will be the first employee given the opportunity to fill the position. Notification of eligibility shall be sent to the former employee by certified mail to the former employees last known address. If the employee fails to respond within ten (10) days of the date of mailing, the former employee shall forfeit any right to recall.

Employees receiving a R.I.F. notice shall be offered the option to bump by seniority into the utility crew pay classification whether or not the employee held a previous utility crew position, provided the employee meets the minimum qualifications and has greater seniority.

ARTICLE VII – JOB POSTING

7.1 When a vacancy occurs in a job classification covered by this Agreement, and the City Council has authorized it to be refilled, the position shall be posted in the following manner:

A vacancy shall be posted for a period of ten (10) working days at each public works shop site and at City Hall and published to the public in a manner determined by the Employer. A copy of the posting will be given to the Union president. All bargaining unit employees shall be eligible to apply for the posted position by submitting a written application to the Public Works Director.

7.2 The Public Works Director shall select the most qualified applicant for the position. If all applicants are equally qualified for the position, first consideration shall be given to senior employees in the department who are qualified and able to perform the work. If no employee from within the department applies for the vacant position, or no employee is qualified for the vacant position, the Employer may fill the position at the Employer’s discretion.

ARTICLE VIII – UNION ACTIVITIES

The authorized and credentialed representatives of the Union shall be allowed admission to the Public Works Department subject to prior approval of the Employer for the purpose of observing conditions on the job, provided said representation shall not interfere with workmen during working hours.

ARTICLE IX – DISCIPLINE AND DISCIPLINARY PROCEDURES

9.1 The Employer may discipline an employee only for just cause inclusive of but not necessarily limited to the following events or acts;

- A. Consuming alcohol or controlled substances excluding prescription drugs authorized by the physician to be taken while on duty.
- B. Reporting for duty under the influence of alcohol or controlled substances.
- C. Disobedience to a legal request by the employee’s supervisor.
- D. Incompetence.
- E. Deliberate destruction of Employer’s or another employee’s property.
- F. Neglect of duty.
- G. Unexcused discourtesy to the public.
- H. Refusal to comply with departmental rules, provided that such rules shall be posted in each department where they may be read by all employees, and further that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement.
- I. Disorderly conduct.
- J. Sleeping on duty.

- K. Giving or taking of a bribe of any nature.
- L. Failure to report for duty without a bona fide reason.
- M. Excessive absenteeism.
- N. Misuse of sick leave policies
- O. Violation of No-strike clause.
- P. Insubordination.
- Q. Use, sale or possession of legal or illegal drugs which would adversely affect the employment relationship.
- R. Violation of Confined Space Policy with disciplinary action as set forth in Article IX, A, B and C of said Policy.
- S. Violation of the drug testing policy of this agreement or City Drug Policy Resolution No. 04-96.

9.2 Discipline is the responsibility of the Employer. Disciplinary actions or measures may include the following.

- A. Verbal reprimand,
- B. Written reprimand,
- C. Suspension without pay,
- D. Demotion,
- E. Discharge.

9.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline; the order in which these criteria appear is not indicative of their priority. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions available to the Employer under this concept:

- A. First offense – verbal reprimand or written warning.
- B. Second offense – written warning or suspension without pay.
- C. Third offense – written warning or suspension without pay or demotion or discharge.

9.4 Notwithstanding subsection 9.3 above, the Employer may immediately suspend without pay or discharge an employee for a serious event without resort to progressive discipline.

9.5 The Employer shall issue a complaint regarding an employee's work or conduct not later than ten (10) working days after the incident or conduct has been discovered, verified and become proven.

9.6 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse.

9.7 Any disciplinary action except verbal reprimands shall not be final unless affirmed in writing by the Employer. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.

9.8 The employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with his immediate supervisor and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to

consult a Union representative; provided, however, in the case where circumstances exist which warrant immediate suspension or discharge the Employer may suspend (an employee) without pay or discharge, after advising the employee the nature of the charges, the fact supporting them, and giving the employee an immediate opportunity to respond. Under such circumstances, advising the employee of the nature of the charges, the facts supporting them, and giving the employee the opportunity to respond may be summary in fashion and does not call for a full or formal hearing.

ARTICLE X – GRIEVANCE PROCEDURE

10.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.

10.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer and the Union.

10.3 Any party who believes that they have a grievance alleging a misinterpretation, misapplication or violation of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.

10.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

10.5 If any party fails to file a grievance within ten (10) calendar days from the date of the occurrence or when the party reasonably should have known of the occurrence, then said party forever waives the grievance as well as all rights and remedies with regard to said

grievance. If a matter involves disciplinary action, then an aggrieved party must file a grievance within ten (10) calendar days from the date of such disciplinary action otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step in the time limits specified in this Article renders final and conclusive the 1st determination and response.

10.6 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, or a representative of his own choosing if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within ten (10) calendar days from the date of any alleged grievance.

10.7 The formal grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to Director of Public Works within ten (10) calendar days from its occurrence. The Director of Public Works shall respond in writing within ten (10) calendar days after receiving said grievance.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form, shall be presented to the Mayor. Thereafter, the Mayor shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance.

Step 3: If within ten (10) calendar days a grievance has not been settled by the Mayor and agreed upon by both parties, the matter may be submitted by either party for arbitration. The arbitrator shall be appointed by agreement between the City and the Union. If the City and the Union are unable to agree upon an arbitrator within five (5) days after they meet to determine such an appointee, either party may request the Public Employment Relations Commission (PERC) to supply a list of seven (7) names to be alternately struck until one (1) name remains to act as arbitrator.

10.8 Decision – Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

10.9 Limitations – Scope – Power of Arbitrator:

- i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- iii. The arbitrator shall consider and decide only the question or issue raised at Step 1.

10.10 Arbitration Award – Damages – Expenses:

- i. The arbitrator shall not have the authority to award punitive damages.
- ii. Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE XI – NO STRIKE AND NO LOCKOUT

11.1 Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory function and/or obligation of the Employer.

11.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay for fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violated this Article.

11.3 The Employer agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of this Article.

11.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE XII – HOURS OF WORK AND OVERTIME

12.1 Full-time City employees shall work a forty (40) hour week. Due to the nature of work performed in each department, employee’s work schedules may vary from the City’s normal daily working hours. Full-time employees may be assigned to fixed or totaling shifts which include evenings, nights, weekends, and holidays. He or she may occasionally be subject to twenty-four (24) hour call. The normal work week will consist of five (5) consecutive 8 hour

days with two (2) days of rest or the Employer may establish a work week of 4 consecutive ten (10) hour days with three (3) days of rest.

12.2 Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules will be changed only after consultation with employee or employees affected and the Employer and such changes shall be posted two (2) weeks prior to becoming effective.

12.3 City employees are entitled to a fifteen (15) minute break during each half-day shift, and such break should be taken in a manner specified by the Department Heads. Breaks for office personnel or plant operators should be taken in designated areas at the job site. Field employees shall take their breaks at the job site when working in the field. A fifteen (15) minute break includes any travel time; the break may not be extended for travel time. With the approval of the Department Head, work breaks may be taken in other designated areas. Deliberate misuse of city transportation and work break privilege shall subject the offender to disciplinary action.

12.4 Employees shall be paid monthly on the first business day of the month, for time worked the preceding month. Provided, if the first day of the month is a Saturday, paychecks will be distributed on the preceding Friday. If the first day of the month is a Sunday or Monday holiday, paychecks will be distributed on the first City business day of the month. If the first day of the month is a holiday falling on a weekday, other than Monday, paychecks will be distributed the preceding business day. The City shall provide a notice of each payday for the succeeding year prior to December 20th of each year. Full-time employees and regular part-time employees may be paid a mid-month advance of approximately one-half (1/2) of their monthly net pay, based on their base pay.

12.5 Overtime shall be granted only following the approval of the Department Head for overtime beyond the normal workday of at least eight (8) hours when working five (5) eight (8) hour days, ten (10) hours when working four (4) ten (10) hour days or beyond the normal workweek of forty (40) hours, at the basic rate of one and one-half (1 ½) times the employee's regular rate. Cash compensation for overtime shall be deemed salary for the purposes of state retirement contributions and other taxation. Cash compensation for overtime shall be computed using the salary received by the employee at the time overtime was earned. Employees leaving the services of the City shall be compensated in cash for accumulated overtime.

12.6 Minimum call back time for overtime compensation shall be two (2) hours. Any call back work outside of the regular scheduled shift of the employee shall be paid at the rate of time and one half. Exceptions to this are when the change in schedule is mutually agreed to for benefit of the employee and the Employer.

12.7 Compensatory time shall be credited at the basis rate of one and one-half (1 ½) the employee's regular rate, following agreement between the Department Head and employee. Compensatory time shall be scheduled to be utilized within 45 -days after accrual and with due regard for the wishes of the employee. Compensatory time must be taken in compliance with federal law.

12.8 Full-time employees shall have two (2) specified days off per week or three (3) days off if working four (4) ten-hour days. In case of emergency or when required for the performance of essential public service, an employee may be required to work on the days the employee is normally off.

12.9 Employees who possess certification that meet or exceed those certifications required for a position and are assigned to perform the duties of a position of an employee on leave or whose employment has been terminated shall after five (5) consecutive work days in the position be paid at the rate of pay for the position as set forth in Appendix "A".

12.10 Employees assigned to work alternate shifts in response to an Employer declared Emergency/or to perform work that requires working during nonscheduled shifts in accordance with Article 12.2 shall be offered but not required to take a lunch break upon notice to the supervisor.

ARTICLE XIII – SICK LEAVE

13.1 Eligible employees are entitled to one (1) day of sick leave for each month of employment and may accumulate sick leave to a maximum of one hundred twenty (120) days. All sick leave accumulated over one hundred twenty (120) days will be cashed out at twenty-five percent (25%) of its current value at the employee's current rate of pay in effect at the time of accrual and those dollars will be placed in a VEBA account in the name of the employee. Unused, accrued sick leave below one hundred twenty (120) days shall be purchased from the employee at twenty-five percent (25%) of the current value, such accrual not to exceed one hundred twenty (120) days, upon termination of the employee from the City of Omak for any reason other than dismissal for cause, and those dollars will be placed in a VEBA account in the name of the employee.

13.2 Regular part-time employees shall earn either (8) hours sick leave for every one hundred seventy-three (173) hours scheduled work, to be accumulated to a maximum of thirty (30) working days.

13.3 Employees shall be eligible for sick leave after thirty (30) calendar day's service with the Employer.

13.4 A deduction of one (1) working day of sick leave shall be made for each absence due to:

A. An employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or an employee’s need for preventative care.

B. When the employee’s place of business has been closed by order of a public official for any health-related reason, or when an employee’s child’s school or place of care has been closed for such a reason.

C. An employee who qualifies for leave under Chapter 49.76 RCW- The Domestic Violence Act.

13.5 For the purposes of Article 13 Immediate family shall include: A child including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent regardless of age or dependency status; A parent including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child ; a spouse, a registered domestic partner, siblings, grandchildren or grandparents.

13.6 The rate of compensation for sick leave shall be the same as the employees hourly rate of pay.

13.7 Sick leave shall be deducted on the basis of thirty (30) minute increments.

13.8 If an employee is on vacation and becomes sick or disabled, he may charge such absence to his accumulated sick leave account by satisfactory notice to his Employer. The scheduled time off shall be deferred to a later time except in the event that the employee is out of sick leave in which case the absence shall be charged to his accumulated annual leave.

13.9 Any illness requiring time off must be reported to the Director of Public Works, or designee, as soon as practicable, and the employee shall keep the Employer apprised of each subsequent day(s) of absence. If such illness exceeds three (3) or more consecutive work days, the Employer may require a doctor’s certificate.

13.10 Any employee found to have used sick leave for a non-authorized use may have the leave denied and may be subject to disciplinary action.

13.11 FAMILY AND MEDICAL LEAVE

Under the terms of The Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay under the following conditions:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to twelve (12) weeks within a twelve (12) month period.

The twelve (12) month period shall be defined as a calendar year commencing January 1.

The Employer will require the employee to first use and exhaust all paid leave available to the employee as part of any Family and Medical Leave.

All requests for leave and any other notices regarding Family and Medical Leave shall be in writing in accordance with the FMLA regulations.

This Article shall be consistent with the FMLA and adopted regulations, and is not intended to expand upon the rights set forth in said Act or regulations.

13.12 Application & Authorization:

- a. Any request for leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.
- b. In the event of sickness, disability, or death in the employee's immediate family (spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law) the employee shall also be granted sick leave with pay.

13.13 Disability Leave: Any employee injured on the job and receiving sick leave pay, who is eligible for time loss payments under the Workman's Compensation Law shall, for the duration of such payment receive only that portion of the employee's regular salary which together with said payments, will equal the employee's regular salary. In order, not to work an undue hardship on the employee caused by the time lag involved in time loss payments, the employee shall be paid sick leave accrued to equal full salary and upon receipt of time loss

payments shall endorse said payments to the City. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the City is not reimbursed by the Workman's Compensation endorsed to the City. Sick leave pay shall be integrated with any health and welfare plan, income benefit or State Workman's Temporary Disability Compensation, schedule of benefits so that the sum of the daily sick leave allowance hereunder, and the aforesaid health and welfare plan, and accident and sickness income benefit or state disability benefits shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one day. An employee on leave without pay shall not accrue vacation, sick leave, holidays or be eligible for Employer paid health and welfare benefit, except as mandated by law.

13.14 Maternity Leave: Accumulated sick and annual leave may be used for maternity leave(s), in which case the employee will be paid to the extent of the sick leave and annual leave used. Maternity leave may thereafter be granted without pay, provided, however, the length of the leave may be suggested by the employee's doctor. The Employer reserves the right to require a second medical opinion at the Employer's expense to determine the employee's ability to return to work. The Employer may grant such leave for up to twelve (12) consecutive calendar months.

13.15 Bereavement Leave: Bereavement leave may be taken in the event of the death in the immediate family of the employee. Paid leave for such reason shall be limited to three (3) days in any one instance. "Immediate family" shall include only parents, wife, husband, children, grandparents, siblings, grandchildren, and in-law relations of the same. Five (5) additional days may be taken from the employee's annual or sick leave accrual for bereavement. In the instance where sufficient leave is not available employees may take leave without pay.

13.16 Disaster Leave: In the event an Employee is forced to miss work to protect personal property in response to a declared disaster the Employee shall not be required to exhaust all other paid leave prior to utilizing sick leave to cover the time loss.

ARTICLE XIV – ANNUAL LEAVE

14.1 ANNUAL LEAVE: Annual leave with full pay is allowed to an employee working five (5) days a week, eight (8) hours a day, for a total of forty (40) hours per week, who has been in continuous employ of the City for six months or more and to part-time employees who are employed on a regular schedule for not less than six months. Such leave is in addition to the holidays specified in Article XV.

Annual leave with full pay is allowed to an employee working five (5) days a week (40 hours) on the following basis:

- A. For the first (1st) through the fourth (4th) years of continuous employment 6.67 hours per month;
- B. For the fifth (5th) year: 10.00 hours per month;

- C. For the sixth (6th) year: 10.67 hours per month;
- D. For the seventh (7th) year: 11.33 hours per month;
- E. For the eighth (8th) year: 12.00 hours per month;
- F. For the ninth (9th) year: 12.67 hours per month;
- G. For the tenth (10th) year: 13.33 hours per month;
- H. For the eleventh (11th) year: 14.00 hours per month;
- I. For the twelfth (12th) year: 14.67 hours per month;
- J. For the thirteenth (13th) year: 15.33 hours per month;
- K. For the fourteenth (14th) year: 16.00 hours per month;
- L. For the fifteenth (15th) year: 16.67 hours per month;

Regular part-time employees shall earn the number of hours represented on the above schedule of monthly leave accrual for each 173 hours of scheduled work.

Such hours will be accrued month-by-month beginning with the first full month's employment but may not be used by the employee until after the end of six (6) months of continuous employment. Annual leave earned in the first twelve (12) months of employment shall not be paid out to an employee terminating prior to a year's continuous service.

Annual leave carry-over from year to year shall be limited to a total of two hundred forty (240) hours. Throughout the year employees may accrue more than 240 however, employee's will have their leave balance down to two hundred (240) hours by December 31. Cash value upon retirement or termination shall be limited to an amount equal to 240 hours pay at the employee's regular rate of pay.

All annual leave shall be scheduled through the Supervisor and requests shall be in writing at least two (2) weeks in advance of anticipated leave. The two (2) week advance notice may be waived at the Employer's discretion.

14.2 Annual Leave Pay: The rate of annual leave pay shall be the employee's regular straight time rate of pay.

14.3 Choice of Annual Leave Period: Annual leave shall be granted at the time requested by the employee subject to mutual agreement. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, an employee with greater seniority shall be given his choice of annual leave period in the event of any conflict, providing he requests that annual leave period within one month of the junior employee's request. In order to secure his bid, an employee must bid at least one (1) month prior to the commencement date of the annual leave period. The time period set forth in this section may be waived at the Employer's discretion.

14.4 Annual Leave Sharing: The purpose of the program is to permit employees to provide annual leave to a fellow employee who is suffering from a severe or extraordinary illness, injury, or other impairment, is out of sick leave, vacation time, floating holidays, and

compensatory time, and who will imminently go on leave without pay or terminate City employment. It is understood and agreed as follows:

General:

- a. An employee may receive the donated annual leave benefit from another employee or an employee may donate to another employee. All references to donated/shared leave shall be annual leave.
- b. All leave donated under the leave sharing arrangement shall be day for day. A day shall be considered eight (8) hours. No differentiation will be made between the salary level of the donor and the recipient.
- c. There shall be no retroactive applications for donated leave.
- d. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- e. Donations to the leave-sharing program shall be confidential, except to the extent disclosure is required by law.

Eligibility to Receive Leave:

- a. An employee may receive leave if the employee suffers from a severe or extraordinary illness, severe or extraordinary non-job-related injury, or severe or extraordinary impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
- b. An employee receiving a leave sharing benefit must have exhausted all sick and annual leave, compensatory time, and floating holidays.
- c. An employee receiving a leave sharing benefit must have abided by the City's policies respecting sick leave.
- d. An employee receiving the leave sharing benefit shall receive no more than a total of one hundred twenty (120) days of such leave during the course of his or her employment with the City of Omak.
- e. The employee receiving the leave sharing benefit must be in a position in which annual and sick leave can be accrued and used.
- f. The employee must not be receiving time-loss payments as a result of an on-the-job injury.

Donating Leave:

- a. Employees with more than ten (10) days of accumulated annual leave may donate. Donations of annual leave time may not bring the donor's annual leave time balance below ten (10) days.
- b. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, receive leave from another employee. The denial of a leave request shall not be subject to the grievance procedure or binding arbitration.

- c. All donations shall be strictly voluntary and shall be done on the Donation of Annual Leave form. The donor shall designate the recipient.

ARTICLE XV – MILITARY LEAVE

In case of military leave, the Employer abides by the provisions of the laws of the State of Washington (RCW 38.40.060). Employees who are members of the National Guard or Federal Military Reserve Units are entitled to leave with pay as provided by RCW 38.40.060.

ARTICLE XVI – COMPENSATION FOR WITNESS OR JURY DUTY

An employee shall continue to receive his regular salary for any period of required service as a summoned juror or witness subpoenaed by the Employer. The Employer shall pay the difference between the scheduled fees and the employee’s hourly wage. The employee shall not be required on his own time to apply for such fees. Employees will be expected to report for work when less than a normal work day is required by such duties except graveyard employees will not be required to work if not released from jury duty or as a subpoenaed witness prior to 5:00 p.m.

ARTICLE XVII – HOLIDAYS

17.1 The following holidays shall be observed:

- | | |
|--------------------------|--------------------------|
| New Years’ Day | Martin Luther King’s Day |
| President’s Day | Memorial Day |
| Independence Day | Labor Day |
| Veteran’s Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas |
| One (1) Floating Holiday | |

17.2 If an observed holiday falls outside the regularly scheduled work week of an employee, that employee shall be allowed to observe in lieu of the holiday, the first working day immediately preceding or following the holiday.

17.3 Compensation for Holiday. An employee paid on an hourly basis shall be paid eight (8) hours for the above specified holiday. If required to work on these holidays, the employee shall be paid at one and one-half times (1-1/2X) the regular hourly wage for the hours worked in addition to the regular pay provided for these holidays. When a holiday occurs during a four (4) day, ten (10) hour, forty (40) hour work week, the employee (s) have the option of having a work week with less than forty (40) hours of pay, or use annual leave or comp time to make up the forty-hour work week for forty (40) hours of pay.

ARTICLE XVIII – HEALTH AND WELFARE

18.1 The Employer will provide a health and welfare program for regular full-time employees, which consists of major medical, dental, vision and life insurance for the employee, and medical and dental insurance for dependents. The Employer will cover one hundred percent (100%) of the cost of the health and welfare program for employees and will pay seventy percent (70%) of the total cost of the health and welfare program costs for spouse or dependents that are enrolled in the program Health First 250 Medical Plan.

18.2 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

18.3 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage between the insurance company and the employee are not grievable by the Union and/or employee and are not subject to binding arbitration.

ARTICLE XIX – DRUG TESTING

To comply with the Omnibus Transportation Employee Testing Act of 1991 rules 49 C.F.R. Parts 382 and 49 C.F.R. Part 40, the City has adopted a Drug Testing Policy Ordinance 04-96 which is incorporated herein by this reference. Any provision of this Agreement were compliance with this Agreement and the federal regulations cited herein is not possible or when compliance with this Agreement is an obstacle to the accomplishment and execution of any part of the cited regulations shall be governed by the federal regulations cited herein. Any employee covered by this Agreement who is not subject to testing under the Omnibus Transportation Employee Testing Act of 1991, shall be subject to testing in accordance with the Drug Testing Policy attached as Appendix “B”.

ARTICLE XX – MISCELLANEOUS PROVISIONS

20.1 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

20.2 Acceptance of Gifts: Employees and members of their families shall not accept personal gifts, gratuities or favors offered because of the employee’s duties, functions or responsibilities as an employee of the City.

20.3 Solicitation of Donations: Employees and members of their families shall not use their position with the City for solicitation of donations.

20.4 **Personnel Files:** Upon written request of an employee, the Employer may purge derogatory statements' or letters of warning from an employee's personnel file. The decision to purge such records shall be in the sole discretion of the Employer. This provision shall not apply to employee evaluations.

20.5 The Employer agrees to pay for the cost of physical examinations required by the State for the renewal of the Commercial Driver's License (CDL) for employees of the unit required to maintain a CDL. Additionally, the Employer agrees to reimburse employees the cost of the CDL endorsement(s), as required by the City of Omak, at the time of license renewal.

20.6 **Mechanics Tools:** The City agrees to replace mechanics tools broken during the course of regular City business that are not covered by manufacturer's warranty. Additionally, the City agrees to replace all mechanic owned tools that are stolen or lost due to fire and currently on inventory with the City at the time of being stolen or lost to fire. It is the duty of the mechanics to keep their tool inventory updated with the City.

ARTICLE XXI – UNIFORMS

21.1 The City will provide work shirts to be worn by employees. Employees shall be responsible for laundry of said shirts. The City will replace the worn or damaged shirts as needed.

21.2 All employees shall report to work groomed and dressed in a manner which indicates good personal hygiene and attention to professional image. Employees beard or mustache shall be neatly trimmed, except as excused by bona fide medical necessity. Hair should be worn in a neat and trim manner. If a City employee wears a hat, the hat worn shall be that supplied by the City. The employee shall maintain the hat in a clean and neat manner, damaged or worn hats shall be replaced by the City, as needed. During times when a coat or jacket is required, the employee shall wear the City supplied jacket.

ARTICLE XXII – WAGES

22.1 Effective January 1, 2020, wages shall be as set forth in Appendix "A".

Effective January 1, 2021, wages indicated in Appendix "A" shall be increased by 100% of the average change for the period from July 2019 through June 2020 of the CPI-W US Cities Average Urban Wage Earners and Clerical Workers with a maximum increase of four (4%) percent and minimum increase of three percent (3%). The average change in the CPI will be determined by adding the monthly change for each month from July 2019 through June 2020, and dividing the total by 12 to obtain the average annual change for the year ending on June 30, 2020.

Effective January 1, 2022 wages indicated in Appendix "A" as adjusted in 2021 shall be increased by 100% of the average change for the period from July 2020 through June 2021 of the CPI-W US Cities Average Urban Wage Earners and Clerical Workers with a maximum increase of four (4%) percent and minimum increase of three percent (3%). The average change in the CPI will be determined by adding the monthly change for each month from July 2020 through June 2021, and dividing the total by 12 to obtain the average annual change for the year ending on June 30, 2021.

All regular full-time and regular part-time employees shall be paid in accordance with the salary schedule attached hereto and incorporated herein by this reference as Appendix "A".

22.2 Longevity: In addition to the established wage rate, each employee shall be given the following additional compensation per month.

At 5 Years-	\$45/month
At 10 Years-	\$90/month
At 15 Years-	\$135/month
At 20 Years-	\$180/month

22.3 Designated Assistant Operator Water/Sewer: Will be provided the necessary travel and training opportunities to secure the highest level of certification required by the State of Washington for the operation of the city Water or Wastewater systems as determined by the Public Works Director.

ARTICLE XXIII – NEGOTIATIONS TIME TABLE

23.1 The parties agree that a target schedule for contract negotiations to be carried on by the parties in applicable years, shall be as follows:

- A. Submission of the Union recommendation to the City's negotiator on or about September 1;
- B. Submission of City's answer by October 1;
- C. Negotiations to begin on or about October 15.

23.2 By mutual agreement of the parties, this time table will be adjusted as deemed appropriate.

ARTICLE XXIV – EXPENSES

24.1 If an employee is required by the employee’s supervisor to use a personal vehicle in the performance of official duties, the employee shall be reimbursed by the City for the mileage driven at the current rate specified by the State of Washington.

24.2 When any City officer or employee or their officially authorized person is required to travel on the business of the City, the employee shall be entitled to receive the employee’s actual and reasonable expenses for lodging and other reasonable and necessary expenses when traveling outside the City and per diem for food as provided per the City’s personnel policy section 4.b.

ARTICLE XXV – PERFORMANCE EVALUATION

Department Heads shall prepare an annual performance evaluation of each employee under their supervision. Performance evaluations shall be in writing and shall be discussed in detail with the employee by the Department Head or Supervisor.

ARTICLE XXVI – NON-DISCRIMINATION

26.1 The Employer agrees not to discriminate against any employee on the basis of this activity on behalf of, or for membership in, the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion

26.2 Both the Employer and the Union agree that neither shall discriminate against any applicant or employee on the basis of race, religion, creed, sex, age, marital status, political affiliation, or sensory, mental or physical handicaps.

ARTICLE XXVII – SAVINGS

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE XXVIII – TERM OF AGREEMENT AND TERMINATION

28.1 This Agreement shall be in full force and effect from January 1, 2020 and shall remain in full force and effect until December 31, 2022. Either party may, upon ninety (90) calendar days’ notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate a successor agreement.

28.2 This Agreement represents complete agreement with regard to wages, hours and working conditions for employees in the bargaining unit.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____ 2020.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES:

FOR THE CITY OF OMAK;

Jordan Versteegan, President, Local 846-PW

Cindy Gagné, Mayor

Tom Cash, Staff Representative
AFSCME, Council 2

Todd McDaniel
City Administrator

Attest: Connie Thomas, Clerk

Public Works Salary Schedule

FULL TIME EMPLOYEES

1/1/2020

Hourly

Grade 5 – 0-6 mos. Probation	\$19.78
Grade 4 – 6 to 18 months	\$20.91
Grade 3 – 18 to 42 months	\$23.15
Grade 2 – After 42 months	\$24.87
Grade 1 – Recommendation	\$26.63

CERTIFIED-SKILLED FULL-TIME

1/1/2020

Hourly

Disposal Plant Operator	
With O.I.T. Certificate	\$26.94
With Group I Certificate	\$27.57
With Group II Certificate	\$30.11
With Group III Certificate	\$31.50
Water Distribution Manager –	
With O.I.T. Certificate	\$26.94
With Group I Certificate	\$27.57
With Group II Certificate	\$30.11

Mechanic \$27.70

Training

Additional Hourly

Department Lead	\$.25
Weed Control Certification	\$.25
Street/Sewer Collection Certification	\$.25

For Contract years 2021 and 2022 the wages effective on 12/31/2020 and in effect on 12/31/2021 shall be adjusted as per language contained in Article 22.1

APPENDIX "B"
DRUG TESTING POLICY

1. Purpose. The City has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the City to screen or test employees to determine the presence of alcohol and/or controlled substances.

2. Prohibition Regarding Alcohol and/or Controlled Substances.

- (a) The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.
- (b) Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances are prohibited. Violation of this section of the Agreement will result in disciplinary action, which may include discharge.
- (c) An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safety, properly, and effectively perform the employee's duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication,

the employee may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.

Violation of this section of the Agreement will result in disciplinary action, which may include discharge.

3. Current Employee Substance Abuse Testing. The applicable substance abuse testing procedures outlined below may be initiated if one (1) of the following events occurs:

- (a) Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
- (b) Where an employee is involved in any accident due to the action, inaction or inattention of the employee;
- (c) Where the City received reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.

All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the City and the Union.

4. Substance Abuse Testing Procedures.

- (a) The Employer will transport the suspected employee to a pre-determined testing facility.
- (b) The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- (c) The employee will provide the requested sample. Samples will be analyzed by a NIDA/SAMHSA approved testing facility or in the case of breath samples for alcohol testing, by certified law enforcement personnel or medical facility.
- (d) Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide

a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph 6 below are present in the employee’s blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a twenty-four (24) hour time frame, that action will result in disciplinary measures which may include discharge.

- (e) After collection of the specimens, the employee will be transported to the employee’s residence or other safe location. The employee may be suspended from work with pay until the test results become available and are evaluated.
- (f) If an employee tests positive for alcohol at a level between .02 and .04 requiring the employee to be off work for 24 hours or is under suspicion for being under the influence that required the employee to be off for 24 hours and the employee is not under discipline without pay, the employee could use accrued but unused sick or vacation leave for those hours the employee if off work during the 24 hours the employee is regularly scheduled to work.

All specimens will be forwarded to a NIDA/SAMHSA approved testing facility for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test.

Levels. The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoid	100
Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
Level of the positive result for ethyl alcohol	0.05 gr/dl

All specimens identified as positive on the initial screening shall be confirmed by GC/MS techniques at cut off levels under the rules of the Department of Transportation (DOT) 49 CFR, Part 40, Section 40.29(f).

The laboratory will communicate the test results to the Department Head. The Department Head will evaluate those results, and confer with the Mayor to determine the City's course of action.

- (g) Test results will be stored at the Personnel Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted—only the Mayor, City Clerk, the applicable Department Head and employee will have access. All records will be treated in the most confidential fashion by the City and the Union. Disclosures, without employee consent, may occur when:
 - (1) The information is compelled by law or judicial or administrative process.
 - (2) The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
 - (3) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
- (h) All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.
- (i) Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position. All test results shall be kept in the Personnel Office in accordance with 4. (g).
- (j) Should analysis of the specimens indicate a positive level of a substance in an employee's system, the City will have the following options:
 - (1) Discharge the employee; or
 - (2) Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed

ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The City reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to the employee's former position when the following conditions have been met:

- a. The employee has successfully completed the treatment program; and
- b. The attending counselor has formally released the employee to return to work; and
- c. The employee agrees to submit to a substance abuse test.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

5. Self-Recognized Substance Abuse. Employees with a substance abuse problem must immediately notify their supervisor of their condition. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 4(j) (2) above.

6. Employer Conducted Searches. The City reserves the right to conduct searches of City property, vehicles or equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: January 21, 2020

Subject: Resolution 07-2020 Accepting a Grant Agreement with Department
of Commerce Airport Water Project

The attached Resolution No. 07-2020 A Resolution of the Omak City Council Accepting a Washington State Grant Through the Department of Commerce for Omak Airport Improvements Wildfire Suppression, is forwarded for your consideration.

The State Legislature appropriated \$309,000 for improvements to the Airport water system to advance wildfire suppression activities. The City has partnered with the DNR to construct improvements to the water system that will benefit existing operations and make way for future build out.

The City contracted with J-U-B Engineering to assemble plans, specifications and bid documents for this project. The plans are currently at 95% and we are on track to get this project out to bid within the next few weeks. Project is Estimated at \$1.5 million. This grant provides for a portion of the construction cost. The balance of the costs will be shared by the DNR through an Interagency Agreement.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 07-2020

A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING A WASHINGTON STATE GRANT THROUGH THE DEPARTMENT OF COMMERCE FOR OMAK AIRPORT IMPROVEMENTS WIDLIFE SUPPRESSION

WHEREAS, the State Legislature appropriated \$309,000 in the 2017-2019 Supplemental Capital Budget for water improvements that support wildfire suppression; and

WHEREAS, The Washington State Department of Natural Resources was appropriated \$1,300,000 for City of Omak Fire Suppression Water Flow Infrastructure in the 2019-2021 Washington State Capital Budget; and

WHEREAS, the city entered into an Interagency Agreement with the Department of Natural Resources for the development of plans and specifications for water system improvements by Resolution 55-2019; and

WHEREAS, the City contracted with J.U.B. Engineering Inc to identify and prepare the necessary documents for the construction of this water improvement project, by Resolution 56-2019; and

WHEREAS, acceptance of this grant provides public benefit and meets the intent of our State Legislatures vision of advancing wildfire suppression activities at the Omak Airport.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak that the Grant agreement between the City of Omak and the Washington State Department of Commerce, a copy of which is attached hereto as Exhibit "A" is hereby accepted and The Mayor is authorized and directed to execute the same on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2020.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

EXHIBIT A



Department of Commerce

Grant to

City of Omak
through

The Local and Community Projects Program

For

Omak Airport Improvement for Wildfire Suppression

Start date: July 1, 2019

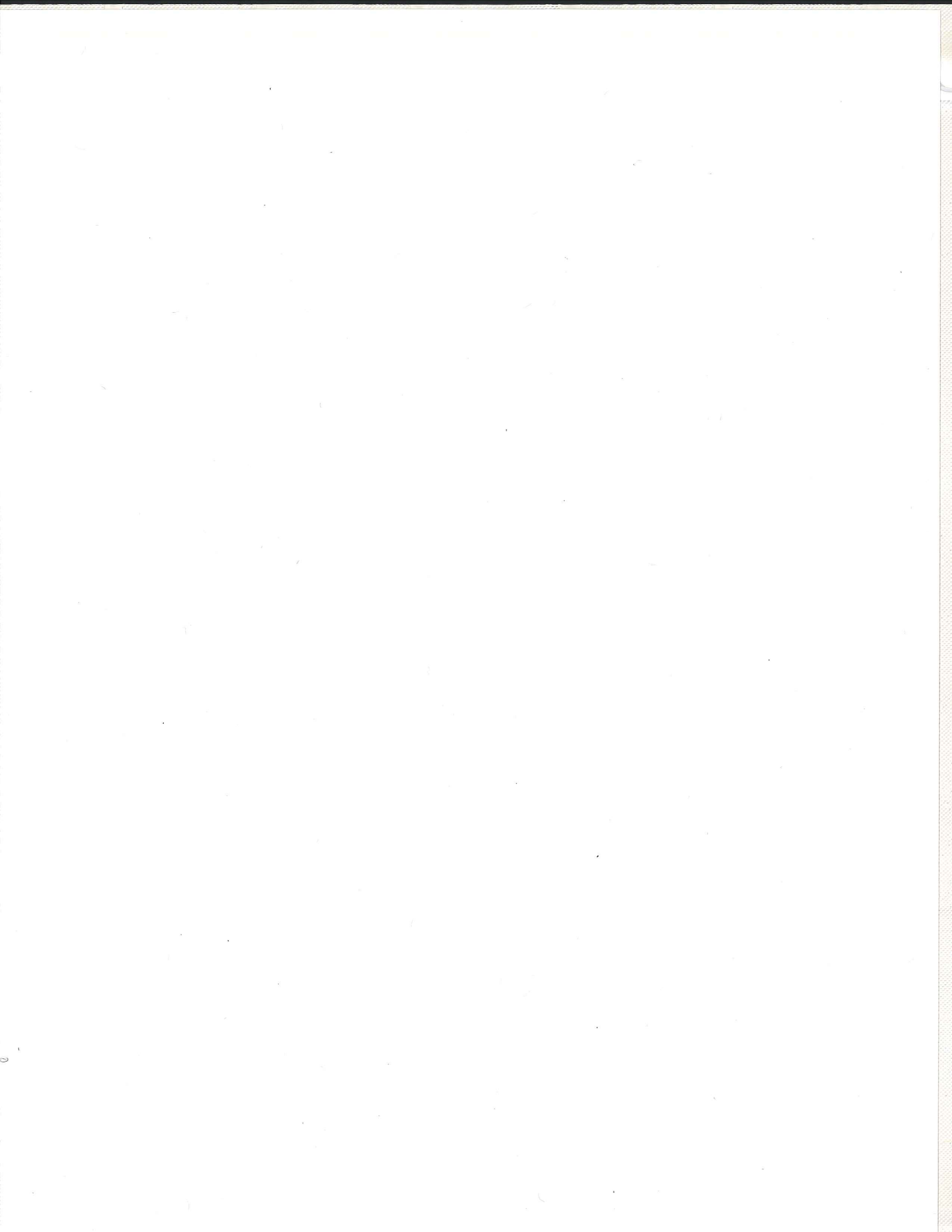


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FACE SHEET

Grant Number: **CD19-96619-060**

Project Name: **Omak Airport Improvement for Wildfire Suppression**

**Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit**

1. GRANTEE City of Omak PO Box 72 Omak, WA 98841		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Todd McDaniel, City Administrator (509) 826-1170 admin@omakcity.com		4. COMMERCE Representative Karma Shannon♥Lawson, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 810-0185 Karma.ShannonLawson@commerce.wa.gov	
5. Grant Amount \$299,730.00	6. Funding Source Federal: State:X Other: N/A:	7. Start Date July 1, 2019	8. End Date June 30, 2023 (subject to reappropriation)
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0007412-00	12. UBI # 243000002	13. DUNS # 097254569
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State 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" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "D" – Certification of Intent to Enter LEED Process.			
FOR GRANTEE		FOR COMMERCE	
_____ Signature		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM	
_____ Date		_____ Luke Eaton, Assistant Attorney General 8/13/2019	
		_____ Date	

DECLARATIONS

GRNTEE INFORMATION

GRANTEE Name: **City of Omak**
Grant Number: **CD19-96619-060**
State Wide Vendor Number: **SWV0007412-00**

PROJECT INFORMATION

Project Name: **Omak Airport Improvement for Wildfire
Suppression**
Project City: **Omak**
Project State: **Washington**
Project Zip Code: **98841**

GRANT AGREEMENT INFORMATION

Grant Amount: **\$299,730.00**
Appropriation Number: **ESSB 6095 SL Section 1012 (2018
Supplemental)**
Re-appropriation Number (if applicable): **SHB 1102 SL Section 1042 (2019 Regular
Session)**
Grant End Date: **June 30, 2023 (subject to reappropriation)**
Biennium: **2019-2021**
Biennium Close Date: **June 30, 2021**
Earliest Date for Construction Reimbursement: **July 1, 2016**

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

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. COMPENSATION

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.
- E. Other costs authorized through the legislation

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly.**

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.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant 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.

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

10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

11. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington 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.

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 instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, 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 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 Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

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

Professional Liability, Errors and Omissions Insurance. The 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 contract 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 \$2,000,000 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/subcontractors 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/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. 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.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. 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
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

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

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

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

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

21. 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 Department of Commerce.
- C. "GRANTEE" 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.
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "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/subcontractor" refers to any tier.
- G. "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.
- H. "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.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 attorney's fees and costs.

29. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

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

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Accounting Services
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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.

31. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

32. COPYRIGHT PROVISIONS

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.

33. 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.

34. 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, subgrant/subcontract, or agreement, for the same services or expenses.

35. 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.

36. 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. "Claim" as used in this Grant Agreement, 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/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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.

37. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement 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.

38. 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 Agreement, 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.

39. LAWS

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

40. 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 Agreement.

41. LIMITATION OF AUTHORITY

Only the Authorized Representative or 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 Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

43. 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 Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

44. POLITICAL ACTIVITIES

Political activity of GRANTEE 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.

45. 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.

46. 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.

47. 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.

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.

48. REGISTRATION WITH DEPARTMENT OF REVENUE

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

49. 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.

50. 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 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.

51. 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.

52. SITE SECURITY

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

53. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the 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. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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 Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. 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;
3. 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;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. 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;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. 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.

59. 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
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

60. 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

Funds awarded under this grant will be used for capital expenditures related to the construction of the transport of water for wildfire suppression and includes costs associated with providing and delivering potable water and fire flows to existing firefighting facilities, along the South East side of the Omak Airport runway, and provide expanded water service accessibility adjacent to current firefighting facilities. The location of the project is: the Omak Airport, 102 Airport Road, Omak, WA 98841 and adjacent firefighting facilities.

The project is being completed in partnership with the Department of Natural Resources (DNR).

Construction will include and not be limited to:

- Installation of underground utilities, discharge piping, well house and basic electrical systems

Costs may include, but are not limited to, environmental/cultural review, permits, material testing, as-built data gathering, bid documents, construction and construction management.

This project began in 2016 and is expected to be complete by July 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$299,730.00
Other Grants		
Grant #1	Department of Natural Resources	\$1,300,000.00
Grant #2		\$
Total Other Grants		\$1,300,000.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1		\$
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$1,599,730.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

EXEMPT: DO NOT SIGN

GRANTEE

TITLE

DATE

Todd McDaniel

From: ShannonLawson, Karma (COM) <karma.shannonlawson@commerce.wa.gov>
Sent: Wednesday, January 15, 2020 5:00 PM
To: Todd McDaniel
Subject: Grant Agreement for signature – CD19-96619-060, City of Omak, Omak Airport Improvement for Wildfire Suppression
Attachments: Status Report and Expenditure Projections CD19-96619-060.docx; Contract_CD19-96619-060.pdf
Importance: High

Dear Todd:

Please see attached Direct Appropriation Grant Agreement, for your signature.

This Grant Agreement details the terms and conditions that will govern the agreement between us. Please review the terms and conditions of the Grant Agreement carefully. We recommend consulting with your legal advisor before accepting this grant offer.

Commerce is now accepting electronic signatures on Grant Agreement documents!

- **Print the entire Grant Agreement,**
- **Sign the Grant Agreement Face Sheet AND Attachments in BLUE INK,**
- **Scan (in color please) the entire signed Grant Agreement in and email it to me within **60 calendar days** of the date of this email. Failure to return the Grant Agreement within this timeline may result in the grant offer being withdrawn.**

After Commerce signs, a scanned copy of the fully executed Grant Agreement will be emailed to you. Let me know if you require an original hard copy sent via USPO.

I will email you instructions for drawing funds with electronic A19 vouchers online after the Grant Agreement is fully executed.

I have also attached a **Status Report and Expenditure Projections** form. Please complete page 2 of this form with the amount and timing of your anticipated A19 vouchers during the current biennium. This is an estimate only, used for our internal budgeting and cash flow projections.

Your Expenditure Projections will be due to me at Grant Agreement execution and with each A19 submittal.

We encourage you to store these and all pertinent documents associated with this project and grant offer in a file that is readily accessible to auditors for their periodic review.

I look forward to working with you over the course of your successful project. If you have any questions about this Grant Agreement feel free to contact me at (360) 810-0185 or Karma.ShannonLawson@commerce.gov.

Best,

Karma Shannon  Lawson

[Washington State Department of Commerce, Local Government Division](#)

