
AGENDA
OMAK CITY COUNCIL MEETING
Tuesday, January 17, 2023 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA

1. Approval of Minutes from January 3, 2023
2. Approval of 2022 & 2023 Claims and December '22 Manual Checks

F. NEW BUSINESS

1. Officer of the Year Presentation
2. Council Review - Comprehensive Plan Updates – Elements C, D, E and F
3. Res. 04-2023 – Appr. Amdt. No. 5 Professional Services - Gray & Osborne
4. Res. 05-2023 – Appr. Task Order No. 45-22-043 - Airport Reservoir - J-U-B Engineer
5. Res. 06-2023 – Appr. Amdt. No. 6 – Professional Services - Gray & Osborne
6. Res. 07-2023 – Appr. Amdt No. 7 – Professional Services - Gray & Osborne
7. Res. 08-2023 – Accept WA State Dept. of Commerce Grant – Airport Reservoir

G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

Action by City Council

Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at omakcity.com. If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: January 17, 2023

Subject: **Comprehensive Plan Updates – Elements C, D, E, and F**

The Attached Letter of Transmittal and a strike out copy of the City of Omak Comprehensive Plan Elements C, D, E, and F is forwarded for your consideration.

The City of Omak Planning Commission has been reviewing and updating all elements of the Comprehensive plan as part of the ongoing process to keep the plan current and in compliance with state statute.

Local, state, and federal agencies have had the opportunity to comment on these recommended changes. A Public Hearing was held on January 3, 2023. No comments were received during the comment period and no members of the public attended the hearing.

The Planning Commission moved and unanimously approved the motion to recommend that Omak City Council adopt the updated Comprehensive Plan elements as amended.

The Planning Commission will begin working on the final element to be reviewed and ask for Council to approve the document as a whole when completed. No action is required at this time.

OMAK PLANNING COMMISSION LETTER OF TRANSMITTAL

January 3, 2023

Honorable Mayor & Council
City of Omak
P.O. Box 72
Omak, WA 98841

Subject: *Comprehensive Plan Updates – Elements C, D, E and F.*

Honorable Mayor and City Council:

The Omak Planning Commission has completed review and update of the following Elements of Part 2 of the Comprehensive Plan: C. Public Facilities; D. Community and Economic Development; E. Cultural Preservation; and F. Community Facilities. This effort part of the City's commitment to keep the City of Omak Comprehensive Plan current and in compliance with state and federal statute.

These Elements will be added to the updated Part 2 B. Transportation Element, adopted in 2021 and the updated Part 1 Introduction and Part 2 A. Land Use Element and Updated Part A. 5. Resource Lands and Critical Areas adopted in 2019. The final element to be reviewed and updated is Part 2 G. Public participation.

The Planning Commission held a public hearing on the updated elements on January 3, 2023 following a 30 day public review process. No comments were received during the review and no public attended the hearing. Following the hearing on January 3, 2023, the Planning Commission took the following action:

Commissioner Potter moved to recommend to the City Council, that Elements C, D, E, and F, of the Comprehensive Plan be adopted as amended. Commissioner Schneider seconded the motion, and it was unanimously approved.

Thank you for your time and consideration.

Sincerely,


Stacy Okland, Chairman
Omak Planning Commission

ATTACHMENTS:

Strikeouts of Plan Elements C, D, E and F

PLAN ELEMENT C: PUBLIC UTILITIES

The plan for public utilities represents a brief summary of public utilities available in the Greater Omak Area and requirements for future development of the area as well as reference to studies prepared by the City Public Works Department, City engineering consultants, the County and other governmental agencies.

Utilities such as storm drainage, sanitary sewers, water, gas, telecommunication, and electricity allow people to live in urban concentrations. The appropriate location and sizing of these utilities and the proper functioning of such networks is necessary for efficient, cost-effective operation and a healthy environment. Municipal utilities ~~become more~~ are also important as the ~~concept of establishing an~~ City considers expansion into Urban Growth Area ~~is implemented~~.

The provision of utilities can and should be used by the City, County and Tribes to improve existing areas where deficits occur or as a tool to shape new growth patterns beyond the existing corporate limits.

Planning for the extension of water and sewer by the ~~City-city~~ into areas selected for future growth in advance of development has a strong influence on development. It is not absolute however if other sources for these utilities are available (e.g. the independent private community water systems in the northern and eastern portions ~~part~~ of the planning area).

Goals, Policies, and Objectives for Public Utilities

The types of utilities considered in the plan include water, wastewater and stormwater. The following goals and policies are intended to guide decision-making regarding the city's water, sewer and stormwater systems in the Greater Omak Area.

Goal 1

Establish and maintain safe, efficient, sustainable and environmentally sensitive utilities that support desired development patterns.

Policies for Public Utilities Element

The policies for the Public Utilities Element are:

- Policy 1: provide maximum protection of public health through provision of adequate and efficient public utility services to those lands within established utility service areas.
- Policy 2: use development of new, and extension of existing public utilities as a means to guide desirable future growth.
- Policy 3: assign a high priority to the conservation of non-renewable resources, namely water. The distribution and consolidation of existing as well as possible new

water sources is of prime importance. This matter has been a concern to the City and its consultants for nearly over 45 years. It is now a very serious planning concern with respect to all utility considerations.

- Policy 4: implement standards from the Eastern Washington Stormwater Management Manual and plan for improvements to the storm drainage system serving the entire City.
- Policy 5: provide utility lines and structures in locations which will be compatible with neighboring uses and require all new or upgraded utilities to be placed underground whenever feasible.
- Policy 6: observe all State, Tribal and Federal standards for public utilities.
- Policy 7: conduct engineering studies into the costs of construction, operation and maintenance of utility services which could vary on the basis of usage and within or without outside the corporate limits.
- Policy 8: consider development of regulations that restrict excessive use of water dependent landscaping materials.
- Policy 9: continue improvements to the capacity of wastewater collection lines and treatment system.
- Policy 10: develop a cooperative approach to reduction of solid waste through recycling, composting and other programs.
- Policy 11: develop a mechanism for the maintenance and operation of private water and other utility systems if such systems are annexed into the City or are requested to be taken over by the City.

1. WATER SYSTEM

The provision of water for domestic use and irrigation within the Greater Omak Area is handled in one of four ways: via the City's municipal water system; through one of many private community systems; through a public or private irrigation district (irrigation water only); or from individual wells. There are presently four community water systems within Omak's future water service area boundary. These water systems currently provide water to over 300 residential services. Omak currently has no water service agreements with any of these four community water systems. In addition, Omak currently has no water service area agreement with its nearest municipal neighbor, the City of Okanogan, which owns and operates its own municipal water system. While these private systems are important to future growth, the primary focus of this plan will be the City's municipal system.

The City of Omak's domestic water system presently serves 2,126 accounts, with 100% of the connections metered. Meters were installed in 1994, and a rate system based on meter readings was established in 1995 after preliminary readings.

The existing potable water system currently consists of seven wells, one steel reservoir, five concrete reservoirs, three booster pumping stations and one small booster, two PRV's, and approximately 42 miles of water distribution lines. Complete inventory information and details about the system are available in the City of Omak Water System Plan Update prepared by Gray & Osborne, Inc and adopted by the City Council in January 2018.

~~In 1990, the City's Engineering Consultants, Huibregtse, Louman Associates completed the City's first Comprehensive Water Plan, which provided Omak with an in-depth look at their system, its deficiencies, and potential growth. An update of the 1990 plan was completed in 1996. The 1996 plan update, prepared in accordance with Washington State Department of Social and Health Services guidelines, detailed the City's present system including supply, storage and transmission capacities as well as projecting future system needs. In 2003, Huibregtse, Louman Associates, Inc. completed an update of the City's 1996 Comprehensive Domestic Water System Plan. This update was approved in 2004 and then in 2011, Gray & Osborn Engineers completed the most current update which was adopted by Council in October 2011.~~

The water system plan contains discussions of current land uses and zoning, future population and growth projections, including distribution and recommendations for system improvements. Readers interested in the engineering and other details of the City's water system are urged to obtain a copy of the City of Omak's Comprehensive Water Plan to review. The Water System Map C.1 is included in the Map Appendix.

Future Service Area

The Future Service Area for the City's water (and sewer) system is somewhat smaller than the Urban Growth Area established in 1993 and affirmed by the City Council in 2002. However, part of the 2012 update to the Land Use Element of this plan is the reduction of the UGA to coincide with the Water System Service Area. With this change approximately 1,549 acres of property are included within the UGA, but outside the current City Limits. The primary reason for ~~the reduction in-of the~~ 1993 UGA ~~is was~~ that it was not developed with consideration of future utility service, but rather with the notion of informing Okanogan County as to the City's long range planning desires for that area. ~~Map C.1 in the Map Appendix shows the Water/Sewer System Service Area (which is the same as the UGA).~~

Historic and Current Demand

As with most communities, water demand in Omak is seasonal, with peak use in the summer months and much lower use in the winter months. Prior to the installation of water meters, peak use reached 4,579,100 gallons per day (gpd) in the month of July, 1994, nearly six times greater than the average winter month daily rate of 800,000 gpd. At the 1994 population of 4,220 the peak use was equal to 1,085 gallons per capita per day, much higher than typical for metered systems, but quite typical of unmetered systems. Winter use in 1994 was 190 gallons per capita per day, which is typical of winter use in Eastern Washington communities, both metered and unmetered.

With the installation of meters, and at the 2000 population of 4,721, peak use was reduced to 3,719,000 gallons. In 2001, this was equal to 786 gallons per capita per day in the summer. Winter use in 2001 was reduced to 152 gallons per capita per day.

In 2009, these figures were with a population of 4,750- and 3,840,000-gallons peak use or 808 gallons per capita per day. In 2018, these figures with a population of 4,806-, and 3,060,000-gallons peak use amounted to 636 gallons per capita per day. Table C1 below contains data on consumption by customer class. Please refer to the ~~2011~~-2018 Water System Plan Update for more detailed data on current and future demand.

Table C.1

2012-2015 Water Consumption (gal)				
Water Consumption by Customer Classification				
Customer Classification	2012	2013	2014	2015
<u>Apartment</u>	<u>24,642,000</u>	<u>26,347,000</u>	<u>27,097,000</u>	<u>29,773,000</u>
<u>Commercial</u>	<u>42,651,000</u>	<u>41,702,000</u>	<u>43,830,000</u>	<u>46,974,000</u>
<u>Grocery</u>	<u>5,403,000</u>	<u>5,306,000</u>	<u>2,079,000</u>	<u>2,224,000</u>
<u>Irrigation</u>	<u>17,821,000</u>	<u>11,584,000</u>	<u>53,024,000</u>	<u>61,056,000</u>
<u>Medical</u>	<u>14,517,000</u>	<u>14,090,000</u>	<u>18,008,000</u>	<u>18,110,000</u>
<u>Mobile Home Park</u>	<u>9,884,000</u>	<u>10,348,000</u>	<u>10,574,000</u>	<u>11,865,000</u>
<u>Motel</u>	<u>4,339,000</u>	<u>3,498,000</u>	<u>5,574,000</u>	<u>6,857,000</u>
<u>Multi Rental</u>	<u>7,775,000</u>	<u>7,665,000</u>	<u>9,016,000</u>	<u>8,680,000</u>
<u>Out of City</u>	<u>2,935,000</u>	<u>3,398,000</u>	<u>3,655,000</u>	<u>3,102,000</u>
<u>Residential⁽¹⁾</u>	<u>198,689,000</u>	<u>206,114,000</u>	<u>207,076,000</u>	<u>221,822,000</u>
<u>Restaurant</u>	<u>11,642,000</u>	<u>11,722,000</u>	<u>9,398,000</u>	<u>10,585,000</u>
<u>School</u>	<u>5,593,000</u>	<u>7,175,000</u>	<u>6,944,000</u>	<u>8,547,000</u>
<u>12 Tribes Casino</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>9,243,000</u>
Total	<u>345,891,000</u>	<u>348,949,000</u>	<u>396,275,000</u>	<u>438,838,000</u>

Values rounded up to the nearest 1,000 gallons

2009 Seasonal Variations in Consumption By Customer Class

Customer Classification	Water Usage By Month and Classification (1,000 gal)											
	Jan.	Feb	Mar.	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Apartment	355	335	313	313	324	673	600	760	573	483	459	361
Apartments	679	795	864	864	1,518	2,601	2,432	3,068	2,493	2,019	1,300	687
Commercial	1,896	2,316	2,968	2,968	3,885	7,164	7,348	10,423	6,350	5,170	3,756	3,046
Grocery	192	458	295	379	268	393	280	284	247	353	382	290
Industrial	459	459	398	323	313	459	416	480	397	321	435	357
Irrigation	542	988	830	1,060	4,550	10,010	9,267	11,091	8,308	5,781	910	366
Medical	278	272	459	347	812	977	999	1,519	1,237	854	349	293
Mobile-Hm	1,916	2,163	1,654	1,991	2,512	3,390	3,225	3,343	2,701	2,099	1,365	1,246
Motel	228	503	413	457	521	759	726	974	723	521	506	371
Multi-Rental	256	263	256	256	336	1,172	1,095	1,354	836	484	270	258
Multiple-Rent	20	20	25	25	21	38	23	34	34	32	30	20
Out-of-City	197	197	250	250	333	336	502	618	522	333	322	197
Pool-Irrig	0	0	0	19	0	333	168	224	60	0	0	0
Residential	8,164	8,189	9,012	9,012	19,790	44,401	42,096	50,174	31,696	20,764	9,245	8,487
Restaurant	278	681	847	614	762	1,326	930	1,177	946	777	741	487
School	166	284	200	200	640	1,198	1,059	1,534	1,074	585	378	245
Total	15,925	19,221	18,785	19,080	36,809	75,631	71,167	87,058	61,198	40,578	20,455	16,708

(*) As the City does not read the majority of this customer classification during the winter, the water usage for the months of December through March have been adjusted as follows: For March, it is assumed that the usage is the same as April. The amount that the March water usage (first read after the winter season) is in excess of the April usage was assumed to be spread over the months of December through February.

(**) Water usage for January 2009 not read but was reported in February 2009, so the February amount was assumed to be averaged over the months of January and February.

Forecast of Future Water Demand

Water use is contingent upon a number of varying and uncertain factors, which make forecasting future demand difficult. Of primary importance are the following factors: population, type of residential development, per capita income, type of commercial and industrial enterprises, climate, irrigation use of water, and price charged for water and type of rate structure. Future water services are based upon the City Council decisions and water service population projections. Water service projections can be found in the City's 2011-2018 Comprehensive Water Plan.

In reviewing the future water service population projections, Omak became aware of the impacts on the City's existing water rights and reservoir storage capacity that providing water service to residents of the City and the UGA would create. As a result, the City determined it would only provide water service to new customers within Omak's UGA under certain conditions. Further definition of these conditions may be found in the City's Comprehensive Water Plan.

Future Population Distribution

The location of the cCity's new water services may impact storage, booster pumping requirements, and to a lesser degree, distribution and transmission piping requirements. The cCity anticipates a distribution of the locations of growth for the cCity as follows:

In general, the ~~City~~ anticipates the majority of future growth to occur in north/northeast Omak within its City limits and its UGA. Downtown Omak and east Omak are generally built out and growth in these areas is expected as infill only.

**Table C.2
 Location of Population Growth by Zone**

Location (by Zone)	Percent of City's Residential Growth	Percent of City's Commercial Growth
Zone 1, Lower	10%	10%
Zone 2, Middle	50%	40%
Zone 3, Upper, NE	30%	50%
Zone 3, Upper, NW	10%	0%
Total	100%	100%

The table above indicates that the majority of the City's residential growth is projected to be in Zone 2, the middle zone, and the majority of the City's commercial growth is projected to be in Zone 3, NE, the upper zone.

Conservation Program, Water Rights, System Reliability, and Inertities

A water conservation plan, in compliance with the conservation planning requirements, is required for approval of comprehensive water system plans (WAC 246-290-100) and for issuance of water right permits for public water systems by the Department of Ecology (RCW 90.54.180). *Chapter 4 - Conservation Program Development and Implementation*, of Omak's Comprehensive Water Plan serves as its water conservation plan.

The City of Omak currently maintains certified water rights from the State of Washington Department of Ecology (WDOE) for the appropriation of ground water at each of its wells. According to SDOE, Omak's total water rights from all main sources are 3,500 acre-feet per year. In most cases, the rights are additive, although the City's total maximum annual volume water right of 3,500 acre-feet ~~supersedes~~ supersedes any individual well totals. Omak's existing water rights appear adequate to satisfy the projected demand for the next 20-year period.

The single most important aspect of a water utility is its ~~domestic~~ water supply sources. The City of Omak's water supply is dependent upon ground water sources although all of the City's primary wells are less than 100 feet in depth. ~~The location of City existing and proposed water sources are shown on Map C.2 in the Map Appendix.~~

Omak currently has no inertities with any neighboring water systems, and none are under consideration.

Capital Works for Water in the Greater Omak Area

The primary goal of the City's water system is ~~development of~~ a water system improvement program. Through the analysis of existing system demands, capabilities, and deficiencies and by projecting future system growth, the ~~Comprehensive Water Plan is plan~~ has identified needed ~~improvements~~ and future improvements. Deficiencies in the ~~existing~~ City of Omak water system have been identified and specific improvements have been recommended. The costs of such improvements often prohibit their completion within a short time period without seriously impacting budget and user rates. The ~~2011-2020~~ Capital Facilities Plan provides details on project priorities and funding mechanisms.

Scheduling improvements beyond this 6-year period contained in the adopted Capital Facilities Plan needs to be reviewed yearly as priorities and City growth patterns change and progress.

The need for additional water system facilities is directly related to the number of water service connections that are added to the system. Thus, when a certain number of services are added to an area, said area may need upgrades to water distribution facilities.

2. WASTE WATER TREATMENT SYSTEM

The ~~City's-city's~~ wastewater collection system includes approximately 24 miles of gravity sewer pipe, approximately 0.3 miles of force main pipe, four sewage lift stations, and associated telemetry. There are also two private lift stations that serve small developments in east Omak.

The ~~City's-city's~~ original wastewater collection system served the present-day downtown area west of the Okanogan River and was constructed of concrete pipe more than 60 years ago. The collection system was extended to include the developed area to the north and also to the east side of the Okanogan River through river crossings on Central Avenue and on Fourth Avenue. Sewer pipelines in these areas were also constructed of concrete.

Expansion of the wastewater collection system continued from the 1970s to the present, with growth occurring primarily to the north/northeast of downtown Omak, with PVC sanitary sewer pipe increasingly used for gravity sewer mains.

Prior to the extensive sewer upgrade projects undertaken over the past decade, it was estimated that over 110,000 feet of the ~~City's-city's~~ gravity sewer system consisted of concrete sewer pipe, with the majority of the remaining pipe constructed of more modern pipe materials (PVC).

Wastewater in the Greater Omak Area is collected and treated in one of three ways: through the ~~City's-city's~~ municipal system; through small privately owned community systems; or through individual septic tanks and drainfields. This plan will primarily focus on the City's municipal system. The sewer system Map C.2 is included in the Map Appendix.

The City-city provides central sewer treatment services to all areas within the corporate limits.

The Sewer collection and treatment facility is a typical activated sludge oxidation ditch system with outfall to the Okanogan River. According to the city engineers, the collection system is well laid out with a good configuration of trunk and interceptor lines coupled with feeder or collector laterals. Collection pipes ~~are mostly concrete, with newer piping beinghave mostly been upgraded~~ PVC plastic. The treatment facility, which was recently upgraded, is located at 635 South Fir Street in South Omak. The City's wastewater collection system includes over 24 miles of gravity sewer pipe, approximately 0.3 miles of force main pipe, four sewage lift stations, and associated telemetry.

The plant was constructed in 1977 and has been the subject of various upgrades and expansions ever since. In 1996, the City of Omak completed the Wastewater Treatment Facilities General Sewer Plan for the City and its future service area. That same year, Omak completed the Wastewater Treatment Facilities Engineering Report, which identified specific needs for the City's wastewater treatment facility.

The need for planning was further emphasized when the Washington Department of Ecology reviewed monitoring reports and found that influent BOD (biochemical oxygen demand) loadings exceeded 85% of the treatment plant design capacity on multiple occasions. An Engineering Report was prepared in response to Ecology's request to evaluate the ability of the compost system, and develop a plan to maintain adequate capacity for the influent BOD loadings. A draft Engineering Report was submitted to Ecology in 2003.

The City completed an update of 1996 Wastewater Treatment Facilities Engineering Report during 2004. The 2004 Report described the basis for development of planning areas, growth projections, forecast wastewater loadings, and design criteria for recommended improvements. This report was superseded by the October 2010 City of Omak Wastewater Treatment Facilities Engineering Report Addendum, prepared by Gray & Osborne, Inc. The 2010 update included the review of the following plans and studies:

- Wastewater Treatment Facility Design Report, USKH, 2009.
- Wastewater Treatment Facility Operations and Maintenance Manual, Huibregtse, Louman Associates, Inc. (HLA), 2004.
- Wastewater Treatment Facilities Engineering Report, HLA, 2003.
- Wastewater Treatment Facilities General Sewer Plan, HLA, 1995.
- Comprehensive Water Plan, HLA 2004.
- City of Omak Capital Facilities Plan, City of Omak and Highland Associates, 2004.
- Cultural Resources Review and Survey of the Omak Sewer Replacement Project, Plateau Archaeological Investigations, LLC, 2010.
- NEPA Environmental Report – Sewer System Improvements Project, Gray & Osborne, Inc., 2010.

Current Treatment Capacity

The original wastewater treatment facility consisted of an operations building, lift station, comminutor, chlorine room, primary and secondary clarifiers, a trickling filter, two digesters, a contact tank, and a sludge draining and drying bed. In 1978, the wastewater treatment plant was converted from a trickling filter plant to an oxidation ditch plant. Changes to the plant at that time consisted of the construction of an oxidation ditch, an additional clarifier, effluent pressure filters, a backwash storage basin, and a sludge equipment building.

In 2001, the facility was upgraded by constructing a sludge pumping facility, an additional secondary clarifier, an ultraviolet disinfection system, a sludge dewatering facility, and a sludge composting facility.

The City's discharge permits specify the following design criteria:

- Average Monthly Flow (maximum month): 1.89 million gallons/day
- Influent BOD₅ Loading (maximum month): 1,530 lbs./day
- Influent TSS Loading for (maximum month): 1,650 lbs./day
- Design population equivalent: 6,375

Historic and Current Demand

Flows for the period 2000 through 2010 have ranged from a low of 0.5235 million gallons per day (MGD) in 2000, to a high of 0.6584 MGD in 2002. The average flow for the period 2000 through 2010 was .5785 MGD. With an average service population of 4,728 for the same period, the annual average flow of .5785 MGD represents a hydraulic loading of 122.37 gallons/capita/day. The highest monthly flows typically occur in May and June, and are a result of collection system infiltration brought on by high river flows elevating the surrounding ground water levels. Depending on the spring melting of the mountain snow pack, river flows may vary significantly from year to year. With the upgrade of old concrete lines with PVC, the amount of inflow and infiltration into the system has been dramatically reduced. Data on historical plant loadings are available in the Wastewater Treatment Facilities Engineering Report Addendum (G&O 2010).

Collection System

On November 19, 2009, a sewer interceptor line with the City's-city's sanitary sewer collection system on East Dewberry Avenue between Maple and Locust Streets failed, causing a sewage backup and overflow, ultimately spilling and estimated 30,000 gallons of raw sewage into the nearby Okanogan River. Then in March 2011, the same line failed further down Dewberry with another 25,000 gallons of raw sewage leaking into the river. The Dewberry interceptor line failures temporarily displaced local residents due to the disruption of sanitary sewer and potable water services while City-city personnel made necessary emergency repairs. Excavation of the Dewberry interceptor line revealed significant deterioration of the old concrete pipe.

Once repairs to the Dewberry interceptor were made, the City-city initiated a sewer cleaning and video inspection program to assess the conditions of its concrete sewer lines beginning with the Dewberry interceptor. Since the Dewberry interceptor sewer failure, the City-city

has cleaned and video inspected over 8,000 feet of the more than 110,000 feet of old concrete sewer pipe within its sanitary sewer collection system. The ~~City's-city's~~ records indicate concrete sewer pipe within its system is between 50 and 80 years old.

Video inspection of the old concrete sewer lines indicate severe pipe degradation, including; exposed concrete aggregate, manhole step corrosion, exposed aggregate benches. Root intrusion is also evident in the City's old brick manholes.

As a result, the ~~City-city~~ prepared a and implemented a plan for a replacement effort that ~~entails-entailed~~ five phases. The ~~City-city~~ was successful in obtaining funding for the engineering design for the entire project as well as funding for Phases I, II ~~III~~ and ~~IV and~~ portions of ~~VIII~~. As this plan was being updated the contract for construction of ~~Phase I, replacement of the Dewberry intercepter and the collection system in that area (both public and private)the final phase is underway-was awarded and construction begun. Funding for the balance of Phases III, IV and V will be the subject of city efforts for many years in the future.~~

Future Service Area

The Future Service Area for the City's sewer system is the same as the Water System Service Area and as of this 2012 update, the same as the Urban Growth Area. Map C.1 in the Map Appendix shows the Water/Sewer System Service Area.

Capital Works for Waste Water Treatment in the Greater Omak Area

The need for additional Waste Water Treatment Facilities in Greater Omak Area is directly related to the number and type of service connections that are added to the system. While the need for additional facilities is primarily limited to construction of new collection mains or replacement of older, smaller mains, the fact remains that when a certain number and type of services are added in the area, the treatment plant itself will need to be upgraded and there may also be a need for additional facilities and manpower. Furthermore, new regulations regarding discharges from the treatment plant in to the Okanogan River and increased requirements for sludge treatment will also result in the need to upgrade or refine the City's waste water treatment plant and methods.

The 2010 Sewer Plan and adopted Capital Facilities Plan detail recommended capital improvements.

3. STORM DRAINAGE

In 1987, the U.S. Congress amended the Federal Clean Water Act requiring a two-phase implementation of a comprehensive national program to address the water quality of storm water discharges. The Department of Ecology (DOE) administers the program within the state of Washington. However, ~~the City of~~ Omak is not specifically designated under the program requirements, but the ~~City-city~~ is growing, and ~~would like to have~~ has adopted storm water regulations ~~in place~~ prior to anticipated development to maintain the integrity of the ~~City's-city's~~ storm water system, and to protect the health of the Okanogan River. It is also

anticipated that future regulations will be promulgated that apply to smaller communities, and Omak will already have the necessary storm water management program in place. The current system was built in the mid to late 1980's, and is described in the City's-city's Comprehensive Storm Drainage Plan (2009). Map C.3 in the Map Appendix depicts the stormwater system.

The Storm Water Management Plan has two study boundaries. The first boundary is the physical limits of the drainage basins that encompass the area above, and within the City-city that contribute storm water runoff, either overland, or through the existing drainage system. The second boundary is the limit of existing, and future development (a.k.a. Urban Growth Area) within the drainage basins. The purpose of the storm water study was to create a new City of Omak Storm Water Management Plan for control of storm water runoff within the study area, develop a capital improvement plan, and examine a means of financing the recommended improvements to the storm water system.

The City of Omak's existing storm water system serves portions of the residential, commercial, and industrial areas of the City-city, and consists of a series of roadway and parking lot inlets, storm water pipes, and surface drains. However, not all areas within Omak are served by the storm water system. In un-served areas, storm water typically flows off the roadway, and onto adjacent properties where it is absorbed into the ground. This is common in portions of the study-planning area where the roadway is without curb and gutter.

Demand

Future demand for storm drainage will be very strongly influenced by land use decisions by the City-city. If land use development causes surface waters to run over the ground instead of percolating into the ground, then this water will eventually flow down City-city streets and into the storm water facilities. In order to minimize expansions of the City-city system, the City-city requires storm drainage facilities be provided on site as new development proceeds.

Capital Works for Stormwater

The 2009 Comprehensive Storm Water Management Plan and adopted Capital Facilities Plan detail recommended capital improvements.

4. PUBLIC UTILITIES AND ANNEXATION POLICY

A major policy which has been in force for some years requires annexation of any new development before City-city services will be supplied¹.

This plan recommends that this policy be continued.

¹ - with the exception of services supplied to Tribal economic development projects

5. SOLID WASTE

At present, the majority of solid waste generated in the Planning Area is disposed of in Okanogan County's Central Landfill. That portion not disposed of in the County Landfill is taken to Tribal facilities on the Reservation.

Omak, like the majority of other communities in Okanogan County, resolved during 1989 to cooperate with the County in the siting of a new central landfill and the preparation of updated Solid and Moderate Risk Waste Management Plans. The ~~City-city~~ further resolved in 1992 to approve the Solid and Moderate Risk Waste Plans. The ~~City-city~~ has continued this cooperation through approval of the 2018 plan updates. While the Tribes are not part of Okanogan County solid waste planning, they are interested in the outcome of these efforts.

A new landfill had become a serious need as the Department of Ecology ordered the County to close the old landfill, which was located south and east of the planning area adjacent to the City of Okanogan's Airport. The County selected a site for the new central landfill and household hazardous waste facility, which was built in 1994 approximately three miles south of the City of Okanogan in the Spring Coulee Area. Okanogan County's Department of Public Works took over the landfill January 1998 and continues to operate it today.

As in most communities, the issue of solid waste disposal is serious for a variety of reasons. The ~~City-city~~ supports the vision of the State of Washington in regards to solid waste management. That vision is presented in the 2015 Washington State ~~Draft~~ Solid and Hazardous Waste Management Plan as follows:

~~"All solid waste in Washington State (including industrial waste) will be managed by the highest priority method possible, as specified in the amended Solid Waste Management Act, to protect the environment and human health."~~

"We can transition to a society where waste is viewed as inefficient, and where most wastes and toxic substances have been eliminated. This will contribute to economic, social and environmental vitality."

The City also supports the goals, objectives and policies outlined in the State and County solid waste plans. For further information, interested readers should examine the state and county plans.

6. IMPLEMENTATION OF PUBLIC UTILITIES ELEMENT - CAPITAL FACILITIES PLANNING

When considering future capital facility projects for public utilities, references should be made to adopted public utility plans of the ~~Citycity~~, County or Tribes. The development of a capital facilities plan based on this comprehensive plan will provide needed direction to the ~~City-city~~ in programming the financial and human resources needed to provide public utilities which meet the intent of this plan.

Capital Facilities Planning involves the systematic planning and budgeting for utilities and infrastructure development aimed at meeting the long-term needs and desires of the community. The planning process involves prioritizing conflicting needs and desires while developing a balance between revenues and expenditures. The land use plan is used as a basis for making decision for capital improvements.

A Capital Facilities Plan provides the following benefits (from the Capital Improvement Planning Manual, 1987, State of Washington Department of Community Development):

- It facilitates repair or replacement of existing facilities before they fail. Failure is almost always more costly, time-consuming, and disruptive than planned repair and replacement.
- It promotes a more efficient government operation. Coordination of capital projects can reduce scheduling problems and conflicts among several projects. Over-investment in any single governmental function (i.e. concentrating on street problems and ignoring the sewer system) can also be reduced.
- It provides a framework for decisions about community growth and development. Plans for water, sewer, transportation, public safety and recreation are as important to those who develop residential, commercial, and industrial tracts as they are to public officials who regulate land use.
- It helps preserve existing property values. A well-maintained infrastructure directly affects neighborhood property values and indirectly influences owners to better maintain their private property.
- It focuses community attention on priority goals, needs and capabilities. For example, a given project may seem very desirable by itself. However, when included in a comprehensive process in which it competes with other projects for limited funding, it may look less important.
- It serves as a community education tool. Citizens who are informed about the community's overall needs and its improvement priorities can more readily understand why particular projects are implemented and others postponed.
- It helps distribute costs more equitably over a longer period of time, avoiding the need to impose "crisis" rate and tax increases.
- It enhances opportunities for outside financial assistance. The existence of a plan can allow time to explore funding alternatives from state, federal, or private sources. Potential funding sources and bond underwriters will look favorably on a community that has a strategy for its capital investments.

- It is an effective administrative tool that can help elected and appointed officials make more productive use of their time. A plan provides a "window" to the future, helping to prevent surprises and reducing the time necessary for crisis management. The plan also provides a control mechanism for judging departmental spending requests.
- It provides a continuing process, minimizing the impact of turnovers among elected and appointed officials and staff.

7. RECOMMENDATIONS FOR THE PUBLIC UTILITIES ELEMENT

The plan recommends the following actions be implemented over the next decade in order to properly develop the Greater Omak Area:

- That a comprehensive capital improvements planning program be continued as reflected in the ~~2011~~ 2021 update of the City of Omak Capital Facilities Plan.
- That efforts be continued to identify/acquire and/or develop new sources of water.
- That comprehensive plans for the stormwater, water and wastewater treatment system be updated every six years or as needed.
- Those provisions for dispersal and treatment of storm water runoff be given a stronger emphasis in all development proposals and that suitable land areas be set aside as parks or other forms of open space for use as storm water catchment and dispersal facilities.
- That the City, County and Tribes cooperate with one another in the development and implementation of solid and hazardous waste plans, with a particular emphasis on recycling and waste reduction.
- ~~That landowners~~ Those landowners desiring City-city services be required to annex into the City-city prior to receiving services.
- Develop and update population projections to determine how much water will be needed to sustain growth in the Greater Omak Area then determine where the water will come from (e.g. conversion of agricultural rights, additional ground water sources, etc...).
- Develop the infrastructure (water, sewer, power, phone, roads, etc...) needed to support selected business and industrial sites.

PLAN ELEMENT D: COMMUNITY AND ECONOMIC DEVELOPMENT

1. BACKGROUND

This element of the Greater Omak Area Comprehensive Plan represents the second time economic development has been considered in the context of comprehensive planning within the Planning Area. The 1993 Economic Development Element was based on the "Economic Development Action Plan for the Central Okanogan Valley" prepared by local citizens to improve the climate for employment and business growth. This Element has been updated to reflect changes in the local economy and draws heavily upon the Strategic Plan created in 2003 by Partnership 2005/Economic Alliance and the Omak-Okanogan Community Assessment Report (2004), Washington Rural Development Council.

The initial effort for creating an Economic Development for the City's Comprehensive Plan began in 1991, when Okanogan and Omak business and government leaders began organizing to promote business and economic development. With the assistance of the Okanogan County Council for Economic Development (OCCED), the group was able to undertake a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis of the Central Okanogan Valley. E. D. Hovee & Company, under contract to the State Department of Community Development, conducted the study and completed the report in June 1991.

The Economic Development Action Plan for the Central Okanogan Valley was intended to carry out the "Vision" for the area developed by the SWOT Committee. This group also prepared a series of Goals that provided general direction to citizens interested in pursuing economic development. Finally, the Goals led to the development of Objectives and Actions Items, which are specific activities, or projects intended to stimulate economic revitalization and realization of the "Vision".

Upon completion of the SWOT Analysis in 1991, the tenor and need for economic development plans began to change. The Central Valley area was beginning a transition from reliance on traditional resource-based industries to a future that demanded a more diverse economic base, a trend that continues, and in many ways has accelerated over the past decade. While wood products, tree fruit and cattle remain important contributors to the economy, the value of tourism, government, retail sales, health care and service industries has increased.

One of the critical parts of the early local economic development planning efforts was crafting a "Vision" for economic development in the Central Okanogan Valley. While the "Vision" arose from countless hours of discussion and consideration of many different points of view over a decade ago, the statement is still relevant today.

The Vision Statement

"To develop a community with a diverse business, ~~and~~ agricultural ~~and~~ tourism economy providing social, recreational, educational, cultural and job opportunities for all citizens on a par with the rest of Washington State. This economy is to be built on sustainable use of natural resources, preserving our rural atmosphere and clean air and water."

~~The latest~~Another County-wide effort for improving the economy began in February 1999 when the Okanogan County Commissioners appointed a countywide Task Force to establish a functional strategic plan for community development and economic diversification within Okanogan County.

In May of 1999, Task Force members attended a three-day Rural Symposium in Ellensburg that provided experts to assist rural communities in their economic development planning efforts. During the Symposium the Name Partnership 2005 was chosen to reflect the underlying theme of strong partnerships and commitment of minimum of five years to achieve a more stable, diversified economic base for the county.

In August of that same year, the Commissioners endorsed the draft Strategic Plan, appointed interim Board members and expressed interest in having the Partnership 2005 help establish the criteria and process for funding infrastructure proposals under the guidelines of the "Distressed Counties" tax money.

During the next twelve months the Partnership was to create an organization that was both efficient and effective. The Partnership 2005 and the Okanogan County Council for Economic Development (OCCED) decided together to create a new entity, which would combine the roles and responsibilities of OCCED with the new ideas and high creative energy of the new Partnership 2005 thus, Alliance 2005 (now called the Economic Alliance) was created.

The Alliance was established as a 501 (c) 3 non-profit organization. The goal of this organizational structure was to create an effective partnership in Okanogan County between private enterprise, county, tribal and local governments to implement the strategies laid out in the new five-year plan.

During this same period, particularly during 2001, 2002 and 2003, the city began to identify and prioritize economic development related projects. The intent was to focus community development efforts on activities that would help stimulate creation of a sustainable economic future built upon traditional industries and new technology. ~~The~~A planned small business incubator, redevelopment of the Omak Stampede Arena and grounds, development of a value-added agricultural products industry, expansion of higher education opportunities, upgrading of basic infrastructure, improving pedestrian access, upgrading the Omak Airport including planning for a business and industry park and expanding access to high-speed, high bandwidth telecommunications were all identified as important components of a new economy.

Another A-final piece drawn on for this-a previous update of the Economic Development Element is the Community Assessment completed in 2004. The Assessment resulted in over 400 citizens being asked to respond to the following questions:

- What do you think are the major problems and challenges in your community?
- What do you think are the major strengths and assets in your community?
- What projects would you like to see completed in two, five, ten and twenty years in your community?

While the results of the assessment confirmed many of the City's priorities and provided a fresh look at issues and concerns within the community, the results provide a grounding in the need to ensure that the community, in its many forms and cultures, is considered as part of the economic development picture. For that reason, this element has been given the title of Community and Economic Development Element.

The most recent examinations of the area's economy are summarized in the 2021 Economic Development and Recovery Strategy prepared for the Economic Alliance by E.D. Hovee and the Retail Recruitment Plan prepared by Retail Strategies in the fall of 2022. The following pages provide a profile of the Central Okanogan valley excerpted from the strategy prepared by Hovee and a summary of the work prepared by Retail Strategies.

The Action Plan, Economic Alliance Strategic Plan and the Community Assessment provided direction and concepts that are integrated into this plan element through goals, policies and recommendations for economic development in City.

The next two pages provide an excerpt from a current economic development recover plan prepared for the Economic Alliance.

Central County Profile

With an estimated 13,800 residents, the Central area represents the most populated region of Okanogan County. The county’s two largest cities – Omak and Okanogan – are located here as well as the smaller incorporated communities of Conconully and Riverside. Highway 97 access and central location make this a good location for retail, service and governmental functions that serve the entire county.

Demographics. Despite its larger existing population, the Central area has experienced **population growth** of only 3% over the last decade, well below county and NCW-wide rates of increase. An estimated 18% of residents are Latino, below the county-wide average of 22%. With proximity to the Colville Reservation on the east side of Omak, 7% are Native American.

At 41-42 years of age, the **median age** of Central area residents is slightly younger than the county median, slightly older than the greater NCW region. The area has somewhat higher proportions of both younger (less than 25) and older (75+ year) residents than the county.

At an estimated \$57,400, annual **median household income** is above the county-wide but below the NCW-wide median figures. About 15% of families have below poverty-level incomes, just above the county-wide proportion of 14%.

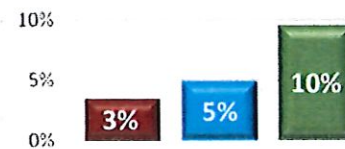
Employment. Of persons age 16+, the area’s **labor force participation rate** is at 55%, on par with the county but below the NCW figure of 60% labor force participation. This reflects a relatively high rate of non-wage income, both in the form of retirement savings and transfer payments.

About 28% of residents employed have jobs in local, state or federal government positions – somewhat above the county-wide proportion of 25%. An estimated 56% of workers have *white collar* positions, the 2nd highest rate of the five Okanogan County sub-regions.

The Central County Region



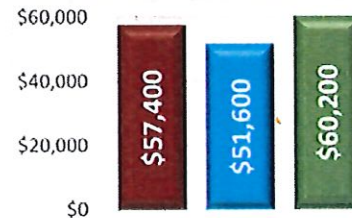
% Population Growth (2010-20)



Median Age of Population



Median Household Income



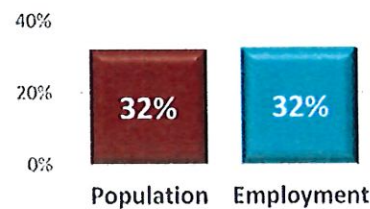
% Labor Force Participation



Sources: WA-OFM, Environics/Claritas

For this sub-county region, employment appears to be roughly in balance with population. With 32% of Okanogan County's population, the Central County area accounts for an equivalent 32% of the county's job base, as illustrated by the chart to the right. The Central area has also experienced the strongest job growth, accounting for an estimated 86% of net wage and salary job growth across Okanogan County from 2009-18, especially for governmental positions.

Central County Population & Employment as % of County



Sources: Enyironics/Claritas, Census OTM.
Data does not include self-employed.

For wage and salary workers, Census *On-The-Map* (OTM) information indicates that those working in the Central area tend to be in higher paying education and public sector jobs – albeit partially offset by the county's highest proportion of lower paid retail workers.

Workers are predominantly White with relatively low Hispanic/Latino workforce – with the 2nd highest proportions of adult workers county-wide having educational attainment beyond high school (just below the Methow Valley). Approximately 56% of Central area wage and salary workers are female (highest of the five sub-county areas) – as compared to a roughly 50/50 female/male workforce balance county-wide.

Community Assets & Priorities. Based on survey results and interview conversations, key Central region assets include land for development, tourism potential, and the area's central location for governmental, retail, and health care services. The biggest challenge may be lack of a coherent vision for future growth. There is interest in diversifying the local economy including for industrial and downtown area development but with need for expanded county-wide and regional involvement as for business recruitment. Most frequently mentioned priorities are to:

- Attract new business, grow tourism and welcome newcomers
- Stabilize and improve health care services
- Better engage the community and improve tribal coordination
- Expand workforce training and business technical assistance
- Provide support for grant writing and administration (here and county-wide)

Summary Notes. Of the five sub-county regions, the Central area comes closest to fitting the overall residential demographic profile of Okanogan County. The Central area also appears to achieve the best overall population-employment balance. However, a couple of points of divergence are noted – a below average rate of population growth in recent years and higher than average dependence on governmental and retail employment.

Due to its central location, there is opportunity and interest to diversify beyond the current mainstays of the local economy – predicated on ramped up community engagement and opportunities for regional partnerships. As a survey respondent noted, a “thriving economy” would look like an “unemployment rate below 3%, new store fronts downtown, happy people.”

The following two pages provide a summary of the retail strategy for the City.

Policies for Community and Economic Development

The following policies are intended to guide decision making regarding economic development in the Greater Omak Area.

The City, in partnership with the County and Colville Tribes shall:

- Policy 1: encourage preservation of the rural and small-town atmosphere with its clean air, water and open spaces as an important component of community and economic development.
- Policy 2: encourage continued development of Omak as the “shopping center” of Okanogan County by providing a variety of areas for commercial development and upgrading and maintaining infrastructure (water, sewer, streets, broadband, stormwater, etc...) required to serve new and existing development.
- Policy 3: encourage retention and expansion of businesses in the downtown core through redevelopment, infrastructure improvements and development of partnerships.
- Policy 4: encourage continued development of the growing retail and service area in the vicinity of the Omache Shopping Center as a compliment rather than competitor to the downtown core.
- Policy 5: encourage the promotion of social, recreational and cultural activities as a means to add vitality to the local economy.
- Policy 6: recognize the diverse nature of the economy and its impact of the community and the many cultures that exist here, and work to resist bigotry and promote community harmony as a vital part of community and economic development.
- Policy 7: support expansion of entrepreneurial, vocational/technical training and increased higher educational opportunities and offerings as a means to encourage diverse and sustainable economic activity.
- Policy 8: protect existing and encourage expansion of primary healthcare and mental healthcare services as an important part of community and economic development.
- Policy 9: encourage continued development of diverse retail and service sectors while preserving present jobs and businesses by working to create new business and job opportunities.
- Policy 10: encourage continued development and expansion of value-added agricultural and specialty wood products industries.

Policy 11: support and encourage industries that maintain sustainable use of natural resources.

Policy 12: ~~promote availability and skills of local workforce, low overhead costs (e.g. land, housing, power) and access to high-speed/high bandwidth fiber and wireless telecommunications.~~

Policy 13: continue development of the Omak Municipal Airport as an important transportation link and site of future business and industry park.

Policy 14: cooperate with and encourage community organizations in the implementation of this element.

Policy 15: prepare contingency plans or addressing future health emergencies.

Policy 16: encourage and support development of mid-range housing for fully employed persons.

Policy 17: encourage the expansion of broadband throughout the community.

Policy 18: encourage public/private partnerships in the Central Business District to improve aesthetics and economic viability of this important community asset.

Comprehensive Plan for Community and Economic Development

The comprehensive plan for economic development consists of a refined and focused set of recommendations derived from the "Economic Alliance Strategic Plan" and Community Assessment. The recommended projects are geared to implement the policies and attain the "Vision" stated above. The projects provide specific examples of how this plan element can be implemented.

Implementation:

The initial task of implementing the comprehensive plan for economic development is to present the plan, particularly the recommendations to as many community groups and local governments as possible. Where needed, the City should include recommended actions in other elements of this plan, specifically the Capital Facilities, Transportation and Parks and Recreation Elements. In addition the City should maintain continued involvement with the Economic Alliance as this organization will play an important part in seeing many of the recommendations implemented

2. RECOMMENDATIONS FOR COMMUNITY AND ECONOMIC DEVELOPMENT ELEMENT

The following recommendations provide direction for the implementation of this plan element.

- That the City work with appropriate organizations and groups to identify and recruit industrial and commercial development desired in the Greater Omak Area.
- ~~That the City continue working with the Economic Alliance and Okanogan County on the development of a small business incubator.~~
- That the City continue working with Omak Stampede Inc., Omak Rodeo and Native American Center Association, the Tribes and other stakeholders on completing the redevelopment of the Stampede Arena and Grounds.
- That the City continue working with the PUD and area internet service providers on expanding access to highspeed wireless and fiber telecommunications throughout the City and at the Omak Municipal Airport.
- That a plan for the protection, restoration and enhancement of the riverfront within the Planning Area be prepared that addresses public access and creates economic opportunities.
- That educational programs be developed and implemented on one or more of the following, and presented at schools, community groups, local governments, and the community at large:
 - the importance of quality health care to economic development
 - the value of recreational opportunities to tourism and community well-being
 - the consolidation of various services and functions between Omak and Okanogan including but not limited to School Districts, Fire Departments, Park and Recreation maintenance, City government, etc....
- That public and private involvement and support be generated for community traditions and events such as Omak Stampede, Tribal Pow-Wows, County Fair, Cinco de Mayo, Community Concerts, performing arts productions, sporting events, farmers markets, and local volunteerism and activism. Use local human resources wherever possible, to encourage local involvement in community action and to enhance community pride.
- That efforts be made to continue and expand recreational events and opportunities including but not limited to the following:
 - all Junior Rodeo and other equestrian events
 - Sports trails, mountain bike riding
 - Hunting and fishing

- Alpine and Nordic Skiing
 - Snowmobiling
 - Dog Sledding
 - Golfing
 - Horseback riding
 - Water sports
- That the City may support group(s) that collect information and raise money for advertising and promotion of fund raising, bond issues or other financing needed for expansion of public educational and healthcare facilities that directly relate to quality of life and economic development.
 - That the City support existing and expanded training programs in the medical care field.
 - That coordinated and cooperative marketing of the area by the Omak and Okanogan Chambers of Commerce, Okanogan County Tourism Council and other organizations interested in economic development be developed and supported.
 - That opportunities presently provided by the Economic Alliance for financial and business guidance to existing and new businesses should be expanded.
 - That programs be supported to increase awareness across the state and along the West Coast, of the opportunities for small business development in this high-quality living environment.
 - That the city recognize and support volunteer committees that work throughout the community.
 - That private and intergovernmental efforts to diversify the area's economy be encouraged and supported.
 - That the City participate in development and maintenance of an information database be created by the Economic Alliance to help firms locate development sites. The data base should include at least the following:
 - land use designations (both Comprehensive Plan and Zoning)
 - availability of infrastructure
 - environmental constraints (shorelines, floodplains, critical areas)
 - jurisdictional information
 - permit requirements
 - access constraints
 - references to any studies related to site

- That efforts be made to participate in public land forest planning practices and encourage initiatives geared towards improving forest health and reducing fire risk to private landowners.
- That efforts be made to institutionalize a means of evaluating the impact of legislative and agency actions on the area and create a process for informing legislators and agencies of the identified impacts.
- That the City encourage development of a value-added products manufacturing industry based on existing resource based industries.
- That the City encourage development of a recycling and remanufacturing industry based on utilization of recyclable materials.
- That public policies are instituted that are models of sustainable resource use.
- That the City encourage development of uses for forest wood waste for fuel, value added products, etc...
- That the City encourage development of new industry based on production, processing and marketing of botanical crops.
- That the City actively engage with the business community on improvements to the public infrastructure in downtown.

PLAN ELEMENT E: CULTURAL PRESERVATION

1. BACKGROUND

The Greater Omak Area is the home of diverse cultures, from the original Native American inhabitants to the traditional resource industry-based Anglos to the more recent influx of Latino, **Jamaican and other ethnic** agricultural workers¹ and urban refugees. The mixture of these different cultures and the constantly changing conditions in which they interact provides exciting opportunities and challenges in community relations and development.

The City, County and Tribes must consider that the Greater Omak Area will most likely see significant growth by the year ~~2025~~**2040**. The effects such growth will impact of every cultural group in the Planning Area in different ways. The customs, culture, traditions and community of each cultural group, especially the Native American Culture, must be carefully considered when planning for the future and how change will be managed.

Native American Culture:

The area comprises ancestral territories of the Wenatchee, Chelan, Entiat, Methow, Okanogan, Nespelem, San Poil, and Moses Columbia Tribes. The traditional customs of Native American people of the Confederated Tribes of the Colville Reservation are to be preserved. The established culture of the people is related in song and dance and through oral history. The archeological and historical sites are fragile areas that must be preserved. Native American Country can be a positive part of the ever-changing community of the Greater Omak Area. The expected development in the future can only be enhanced by the contributions of the Native Americans in our area.

Anglo Culture:

The customs and cultures of the Greater Omak Area is a result of the diversity of the people settling here for nearly 200 years. The richness of the land encouraged the fur traders; then came the miners, and the cattlemen, the railroad, the paddlewheel steamers, and then the farmers to help sustain the land. The custom and culture of those people have given our area that distinction and diversity found only in a few places in America. The cultural contributions of each group and the traditions of their forefathers have made the people of the Greater Omak Area better able to handle the rapid change and long-term development.

Latino Culture:

The first influx of Latino people into the Okanogan Valley began during World War II when the U.S. Government initiated a program to bring Mexican persons into the area to assist in the apple harvest. Over the years an increasing number of Latino persons have come to the area to work in the orchards primarily on a migrant labor basis. However, the past decade has seen more and more Latinos coming to the area

¹ - **a significant change over the last decade has been an increasing reliance on Federal H2A visa workers for seasonal agricultural work.**

with their families and settling permanently. As the numbers have increased so have the number of Latino owned and operated businesses.

Members of the Latino community commend the efforts made by the City, County and Tribes to promote cultural diversity and identity. As part of the multi-cultural community that comprises the Greater Omak Area, Latinos feel that mutual respect and understanding are very important. Latino persons desire to fully participate in building a better future for the community; therefore, any effort made for the good of all will break down barriers and unite all community members in spite of our differences.

Other Races and Ethnic Groups:

Over the last decade there has been an increasing reliance on Federal H2A brought into the County to provide seasonal agricultural labor. Recently a significant number of the workers are from Jamaica adding to the cultural diversity of the community. In addition, there are growing communities of Filipinos, Sikhs and other races and ethnic groups. The following table provides a historical perspective on the demographics of Omak.

Table E-1 Demographics of Incorporated Area 2000, 2010 and 2020

	2000		2010		2020	
One Race	86054233	96.4%	4649	95.95%	4317	88.83%
White Alone	60133230	67.4%	3447	71.15%	2992	61.56%
Black or African American	140	0.2%	27	0.56%	46	0.95%
Native American and Alaska Native	1773469	19.9%	841	17.36%	899	18.50%
Asian Alone	670	0.8%	27	0.00%	50	1.03%
Native Hawaiian and Other Pacific Islander	80	0.1%	2	0.00%	5	0.10%
Some Other Race Alone	730534	8.2%	305	6.30%	325	6.69%
Two or More Races	367322	3.6%	196	4.05%	508	10.45%
Total Population	89274600	100%	4845	100%	4860	100%
Hispanic or Latino (of any race)	1000	11.2%				

Policies for the Cultural Element

The following policies are intended to guide decision-making regarding changes which could impact the diverse cultures of the Planning Area.

The City shall:

- Policy 1: recognize that the lands East of the Okanogan River within the Planning Area lie within the bounds of the Colville Indian Reservation.

- Policy 2: recognize and will strive to conserve the diversity, variety and unique character of Reservation lands.
- Policy 3: encourage the identification, preservation and protection of archeological resources throughout the Planning Area.
- Policy 4: encourage the development of cultural resources through museums, interpretative centers and other means to provide educational opportunities for residents and visitors.
- Policy 5: encourage and promote diverse cultural activities that involve all sectors of the community.
- Policy 6: encourage the employment of Native Americans and Latinos in private commercial and industrial enterprises, governmental institutions and identify and overcome barriers to their employment.
- Policy 7: agree to work to form a commission with members from the City, Tribes, County and community to promote community and cultural diversity and mutual understanding.
- Policy 8: support and recognize the contributions of diverse cultures to the community.
- Policy 9: support activities that bring all cultures together.

2. RECOMMENDATIONS

- ~~That the City support formation of a commission to promote community and cultural diversity and mutual understanding.~~
- That the City support development and implementation of educational programs on the customs, cultures and traditions of Anglos, Native Americans, Latinos and other cultural groups and presented at schools, community groups, local governments, and in the community at large.
- That the City recognize contributions of the area's diverse cultures in the community.

~~That activities that bring all cultures together be encouraged and supported~~

PLAN ELEMENT F: COMMUNITY FACILITIES

1. BACKGROUND

An important consideration for the future of the Greater Omak Area is the quality of community facilities, both public and private, provided in and around the area. This quality affects not only the health, safety, and welfare of residents, but also the economic attractiveness of the area as a location for business and industry.

In addition, community amenities facilities such as libraries, parks, museums, indoor recreation facilities, community centers, clubs, theaters, sports fields, trails, parks, golf courses, etc., whether public or private, all serve as benefits to a more attractive and interesting social and cultural environment.

Community facilities in the Greater Omak Area include public schools (North and East Elementary Schools, and the Middle and High Schools), the Omak Alternative High School, a Montessori School, the Okanogan County Early Childhood Education Program's Head Start Center, North Cascades Athletic Club, Bowling Alley, a video arcade, many churches, the Tribes' East Omak Community Center, Central Okanogan Valley Sports Complex, the City's many parks, the Omak Senior Center, the Senior Citizens Transportation Office, Mid-Valley Hospital, several private medical clinics, the City Hall and Police/Fire Station complex, Lifeline Ambulance, the Omak Cinema and ~~new~~ Mirage Triplex Theater, Stampede Museum, the Omak Performing Arts Center, Wenatchee Valley College -- Omak, Heritage University, the Omak Public Library, the offices of the State Departments of Employment Security and Social and Health Services, ~~the Okanogan County~~ Behavioral Mental Health Department, FYRE, Advance, the Omak Chamber's Visitors Information Center, the Omak Stampede Arena and Headquarters and others.

Policies for Community Facilities

The following policies are intended to guide decision making regarding implementation of this plan.

~~The City, County and Tribes:~~

- Policy 1: encourage ~~the~~ provision of common services such as hospitals, libraries, schools, and other public/private financed institutions as well as those of purely private organizations such as churches, recreation facilities etc.
- Policy 2: encourage ~~those~~ community facilities of a regional nature which enhance the Greater Omak Area's central position in Okanogan County and the region.
- Policy 3: recognize and support the Omak School District's objectives for ~~the~~ placement/development of new facilities and play grounds in areas planned for residential expansion.

- Policy 4: encourage and support tourist-oriented activities such as the Omak Stampede and World Famous Suicide Race and Indian Encampment and the provision of additional tourist accommodations not only in Omak but also in the surrounding trade area.
- Policy 5: encourage the evaluation of city, county and tribal land use regulations to ensure provisions are made for the location of community facilities and service agencies in compatible land use zones.
- Policy 6: ~~should~~ work to improve ADA accessibility ~~access~~ to community facilities ~~(i.e. additional postal drop boxes)~~ throughout the Planning Area.
- Policy 7: recognize the existence of and agree to work towards coordinated implementation of City, County and Tribal park and recreation plans.

Public Parks and Recreation Facilities

The City, County and Tribes are all involved in parks and recreation to some extent. The City and Tribes have had ongoing efforts to plan and seek funding for parks and recreation projects while the County has only recently begun to expand its recreation efforts. ~~In fact, the City and Okanogan County completed preparation of Comprehensive Park and Recreation Plans within the past year.~~ For Omak, the park planning is an ongoing effort represented by the 2018 an update of the City's existing park plan, while the County's plan, intended to be an element of the County's comprehensive plan, was the first such effort. For detailed information on each jurisdiction's park and recreation facilities, please seek the appropriate park and recreation plan.

Map XXVI found in the Map Appendix depicts the City's park system.

The goals and objectives from City, County and Tribal Park and Recreation plans are restated below.

City of Omak Park Plan Goals and Objectives:

Goal 1: Provide recreational opportunities for all ages and for the diverse population of the community and its visitors.

Objectives:

- Recruit Park Board membership representing the age and cultural diversity of the Planning Area.
- Strengthen involvement, coordination and support from the Colville Tribes and membership particularly regarding the Eastside Park.
- Assess and balance the provision of facilities which invite participation from the full range of ages and abilities.

Goal 2: Maintain and improve parks facilities to provide positive recreational experiences for residents and visitors.

Objectives:

- Maintain park facilities and open space in excellent condition.
- Upgrade or replace facilities at end of service life or when appropriate to improve public benefits or reduce maintenance and operational cost.
- Carry out an assessment of the swimming pool and study to develop a plan and schedule for its replacement.

Goal 3: Encourage involvement by residents and partnerships with other organizations in the development and management of parks.

Objectives:

- Coordinate with the Colville Tribes, Omak School District, other public agencies and other entities in planning for parks and recreational facilities.
- Encourage and foster partnerships to maintain and improve Omak's neighborhood parks.
- Recruit and support an active, ambitious Park Board to assist in collecting public input and developing ideas supporting the implementation of this plan.

Goal 4: Balance provision of facilities for organized sports and events with neighborhood parks and trails.

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Objectives:

- Improve linkage between parks with pedestrian and bicycle friendly pathways.
- Install signage or other manner of identifying each park and open space and welcoming use appropriate to each park's setting.
- Continue redevelopment of the Eastside Park guided by its master plan and continued evaluation of community recreational needs.

Goal 5: Increase water access to and enjoyment of the Okanogan River.

Objectives:

- Provide/improve trails which utilize the River Overlook and Aston Island open space areas.
- Increase the length of flood control levee accessible to public trail use.
- Develop two or more access points to the Okanogan River.

Goal 6: Broaden and increase sources of funding for recreational features and programs.

Objectives:

- Encourage and honor contributions by volunteers, local organizations and businesses.

- Search for and connect with grant agencies and foundations with goals matching the City's recreational goals and objectives.
- Evaluate the formation of a parks and recreation district to build additional capacity supporting recreation within the Planning Area.

Goals

- Provide a wide variety of quality recreational opportunities that meet the needs of present and future generations
- Ensure that recreational opportunities are provided for the ethnically and culturally diverse population of the community and its visitors
- Ensure that recreational activities are developed without undue harm to the environment
- Cooperate and coordinate the provision of recreation opportunities with other public agencies and the private sector

Objectives

- Promote coordinated planning with nearby cities, the Confederated Tribes of the Colville Reservation, Okanogan County, School District No. 19, as well as state and federal agencies responsible for administration of recreation lands in the area
- Recognize the use of the City's recreational lands and programs in the larger service area and by visitors;
- Preserve productive wildlife areas, providing for human observation in a way which will not interfere with these areas as wildlife habitat
- Encourage the development of recreational (green) areas throughout the City and the various zones, coordinating with commercial/residential and multi-use areas as parks of private development, to be funded and maintained by adjacent property owners
- Encourage development of theaters, restaurants, museums, and other commercial and non-profit entertainment facilities as mixed uses within recreational areas when deemed compatible with existing uses
- Provide park and recreation facilities which serve ethnically and culturally diverse groups in the community and their different recreational needs
- Provide a mechanism for users to contribute to maintenance and improvement of recreational facilities

- ◆ ~~Encourage an understanding of the contribution of recreational facilities and activities to the "quality of life" and the value of this contribution in stabilizing and strengthening the economic base of the community~~
- ◆ ~~Recognize water as a valuable and non-renewable resource, and require water conservation in planning and development of parks and recreational facilities~~
- ◆ ~~Recognize the Okanogan River as the major natural feature of the area and include a focus on river and waterfront use in planning the improvement~~
- ◆ ~~Recognize the needs of the physically disadvantaged for recreational facilities and assurance of accessibility of facilities~~
- ◆ ~~Require that quality be a primary consideration in all capital improvements and that style be compatible with the natural surroundings and carry forth the established theme~~
- ◆ ~~Encourage the development of pedestrian/non-motorized trails and ways linking recreational opportunities.~~

Okanogan County Outdoor Recreation Plan Goals:

Goals

- Provide recreational opportunities to meet the diverse needs of residents and visitors
- Protect history, environment, culture, and agriculture
- Promote economic stability within Okanogan County
- Promote public awareness of the economic, environmental, interpretive and natural resource management values of recreation and leisure activities
- Facilitate the development, maintenance, expansion and improvement of socially, economically and environmentally relevant public policy that supports recreation, parks and leisure programs and services
- Promote the development and dissemination of information about the economic value of recreation in Okanogan County
- ~~Increase the knowledge of local service staff—such as restaurant and hotel workers—about local recreational opportunities and resources~~
- Develop and implement ongoing partnerships for resource sharing and cooperation among all entities with a stake in parks and recreation

- Monitor, evaluate and revise the Capital Improvements ~~Plan~~ section of this plan on an annual basis
- Identify a county agency or organization as the lead entity for implementation of this plan and the objectives herein

During the preparation ~~and update of local the City and County~~ plans, extensive efforts were made, including surveys to determine the needs and desires of ~~area-city~~ and County residents. The resulting plans accurately reflect the results of these efforts and the plans should be consulted by persons interested in parks and recreation development.

As plans are adopted by each respective government, they are hereby incorporated into this Greater Omak Area Comprehensive Plan by reference. The purpose of adopting them in such a fashion is to encourage interested persons to obtain a copy of either plan for detailed examination rather than repeating much of what the documents contain in this plan.

Community Facilities and Services

The following text describes the publicly owned and operated community facilities in the Greater Omak Area.

a. City Hall

The City Hall, which houses the administrative headquarters for the City is located at Central and Ash in downtown Omak. The 8,900 sq. ft. building, constructed in 1999, is one story with slab on grade floor, brick veneer and metal roof. The total site area is 21,700 sq. ft. and includes 23-space parking lot and landscaping. The present facility provides office space for the Clerk/Treasurer and staff, Municipal Court, Mayor, Building Official, Public Works Director and staff, and the Council Chambers that will seat 100 individuals.

The facility also provides a lobby and public counter, large conference room that will seat 14, an office that has been converted to a small conference room that will seat 6, ~~two currently vacant offices~~, a copy and mail center, employee break room, and a records storage area including a vault for essential records. As a result of the COVID Pandemic, the Council Chambers and large conference room were wired with cameras and large screens to facilitate remote meetings via the internet. The existing City Hall should provide adequate room for the staffing and equipment needed to provide for the needs of area residents well into the future.

b. Fire Protection

The City Fire Department is located immediately north of City Hall on Ash Street in downtown Omak.

The Fire Hall, which shares ~~a~~the building and office space with the City Police Department, houses the City Fire Department (3 trucks, extra fire hose, firefighting

equipment and a scba air compressor for filling air bottles, etc.) as well as Fire District #3 (4 trucks, etc.). Both the City and Fire District #3 provide emergency fire response through mutual aid agreements to all of the Planning Area.

For the near term, the existing Fire Hall/Police Department should provide adequate room has exceeded its limits for the staffing and equipment needed to provide for the needs of area residents. The central location of the Fire Hall facility should allow adequate response time to most parts of the Planning Area, however, it is possible that during the life of this plan that the existing facility needs to be expanded and/or a satellite station may need to be developed. Also, additions to personnel and equipment may be required to serve the increased population, calls for service load and construction and the increased length of runs required to respond to emergencies in the north and northeast portions of the Planning Area.

Legal requirements for custodial interrogation recording, victim interviews, and proper detention facilities will require improvement to the Police Department facilities. The department evidence and found property rooms are currently beyond capacity. The evidence room will require additional freezer space for the length of retention of sexual assault kits preservation. Backup power capacity, electronic monitoring, and alarm systems are needed. In addition, a facility for large item capacity is needed for securing vehicles while officers prepare search warrants, or await the Washington State Patrol Crime Laboratory for processing violent felonies. Covered parking should be evaluated for better protection of Police Department vehicles with weather protection. With the increased expectation to provide social services the present facilities are not equipped to handle those support services such as behavioral health detention, substance abuse, homelessness and requirements to store property for at a minimum of 60 days. A warehouse type building may be required for legal compliance.

At present, in addition to the mutual aid agreement with district #3, the Fire Department also cooperates on a mutual backup basis with the City of Okanogan Fire Department to serve not only the individual cities but also the urban area around the cities in emergencies.

Medical emergency services, formerly provided by the Omak Ambulance Association, were privatized several years ago. These services are now offered by Lifeline Ambulance Company, a private company that maintains emergency vehicles in a new facility in the northeast part of the City at the intersection of Koala and Shumway downtown Omak and Okanogan.

c. Law Enforcement

Law Enforcement in the Greater Omak Area is the shared responsibility of the City of Omak Police Department. The city has mutual aid agreements with, the Okanogan County Sheriff's Department and the Colville Tribal Police Departments. Each government has specific areas of coverage, but have mutual aid pacts and The

Department also have some cross-deputization to ease the ability to jointly respond when needed and requested.

Omak Police:

The Department is housed at the ~~Police/Fire~~Firehall/Police building on N. Ash St. The building has increasing limitations and the combined fire/police building is presently the subject of an analysis to determine future needs for both departments. is generally in satisfactory condition, with two primary needs being for a new HVAC system and additional storage space for evidence and lost or stolen property. Office space is tight but acceptable. The building meets Washington State Accessibility Standards. The Department, up until 2004, operated a shooting range on City property. The range was closed down due to safety reasons and the Police Department now leases the Okanogan County Shooting Range for officer training on a yearly basis.

The Police Department is made up of ~~ten~~eleven commissioned police officers, one Code Enforcement officer and two office staff. The primary function of the police department is to enforce all city ordinances and applicable state and federal laws. Jail and dispatch services is are provided through contract by Okanogan County. In 2022 the City of Omak also received grant funding for an Outreach position to assist the Police Department with behavioral health and substance abuse disorder individuals.

County Sheriff:

The County Sheriff maintains headquarters in the Okanogan County Grainger Administrative Building near the County Courthouse in Okanogan, which is approximately 4 miles south of Omak. The Grainger Building was renovated in 2001 to provide space for the Sheriff's office staff, along with the County Commissioners, Building Department, Planning Department, Water and Human Resources offices. The Sheriff presently employs 33 full-time deputies, sheriffs, under sheriffs, and detectives, which provide 24-hour law enforcement coverage to the entire county.

Tribal Police:

The Colville Tribal Police Services operates a sub-station within the Omak Tribal Housing area. There are four officers assigned to this area full-time. The Tribe is part of the Inter-Agency task force with Omak and the Counties; the departments are cross-deputized and have law enforcement authorities within each other's jurisdictions. The Tribal Police have conducted joint investigations with the Omak Police Department and will continue to do so. The Tribal officers primarily patrol the East Omak area, and the detectives investigate all felony crimes reported within the reservation boundaries. As with most departments, the Tribal Police Services can always use more officers to effectively patrol and service the Omak community; however, other

officers from the tribal police do assist the Omak district officers when necessary. The working relationship with the City and County is good.

Budget restrictions cause inadequate coverage in East Omak. Additional manpower and equipment will obviously be indicated in keeping with the growth projected.

d. East Omak Community Center

The East Omak Community Center was developed to deliver services to the local community that were not normally delivered on the reservation to Indian people. The purpose of the center is to maintain a good public image and to develop a public relations program that would contribute to the entire community, to sponsor activities and remain open Monday through Sunday, to encourage outreach services to utilize the space available at the centers, to encourage group activities that range from the very young to the elders of the Tribes, and to insure that the Indian people of the community are receiving all of the services and care possible.

e. Mid-Valley Hospital

Omak Mid-Valley Hospital is a 35,000 square foot facility sitting on nearly eleven acres at the south end of Omak. The hospital district covers approximately thirty square miles and serves approximately 14,000 people. The current facility was built in 1954 with additions in 1974, ~~and 1977, 1999 and 2002. In 1999 the new admissions area and imaging center were completed.~~ In 2002 a 1.3 million surgery project completed. The hospital purchased the Family Medical Center building. The hospital owns and operates Mid Valley Medical Group physician clinic since 2003. The hospital is licensed 44 beds served by a staff of 170 professionals and a medical staff of 23 active physicians and 80 courtesy staff, and 11 allied health care providers. Numerous medical specialists as well as support and administrative staff are employed. Diagnostic, clinical, and therapeutic services are provided by Mid-Valley Hospital as well as specialized services such as childbirth classes, restorative services, and nutritional counseling. With improving medical technology and the acquisition of more diagnostic equipment, the hospital is exploring plans to expand the current facility on adjacent land it now owns within city limits. Expansion plans include provisions for additional parking and upgraded emergency room and outpatient facilities. The hospital is staffed 24 hours a day to ensure round-the-clock care and treatment. Lifeline transport and MedStar serve the hospital for moving patients to Spokane, Wenatchee, and Seattle via helicopter, fixed-wing aircraft, and land transport.

f. Omak Performing Arts Center

Built by the Omak School District in 1989, the Omak Performing Arts Center (PAC) is a state of the arts facility that presents quality professional singing, dancing, and acting. The private, non-profit Omak PAC Foundation was organized at the same time. The PAC is the premier location for presentation of artistic talents as well as an ideal setting for seminars and ceremonies. The PAC has auditorium seating for 560

people, a spacious stage, orchestra pit, full fly loft and sophisticated lighting and sound systems. There are two costume rooms located off the wings, and extra rooms available if needed.

The Performing Arts Center is available to accommodate all manner of bookings - dance, concerts, theater, civic meetings, trade shows, conferences and seminars.

g. Omak Visitor Center

Centrally located at 401 Omak Avenue next to Omak's East Side Park, which provides visitors with information on all Okanogan County, the Pacific Northwest and southern British Columbia.

h. Stampede Arena

The Omak Stampede Arena ~~is over 50 years and has reached the end of its useful life. In 2004, through a public outreach effort provided by consultant team Northwest Architecture Company, a community consensus appeared in favor of creating a new arena/events center for the Omak Stampede, was replaced with a new 7,500 seat aluminum grandstand in 1999.~~ This project entails required the cooperative efforts of the Omak Stampede Inc., the City of Omak, the Omak Rodeo & Native American Center Association, the Colville Tribes and the Suicide Race Owners and Jockeys Association ~~and the state legislature. This project, which will provide a new arena with approximately 5,000 seats, new livestock area, parking, and concession facilities is ready to enter the design and permitting phase.~~

The arena, in Omak's East Side Park, can accommodate many types of celebrations of local history and culture in addition to the Omak Stampede and World-Famous Suicide Race. The tradition of the Stampede and Suicide Race is celebrated in the Stampede Museum, also located within Eastside Park.

i. Omak Public Library

The Omak Library is located at 30 South Ash Street, at the south end of Civic League Park. The library is located in a 5,150 square foot building, which also includes a public meeting space and the Pioneer Room. The building has a replacement value of around \$600,000, and received a significant energy upgrade and improvements during 2010.

i. General Community Facilities

- North Cascades Athletic Club
- Okanogan County Fairgrounds
- Schools, colleges
- DSHS and Employment Security, etc...

2. RECOMMENDATIONS FOR COMMUNITY FACILITIES

- That support group(s) be formed to collect information and to raise money for advertising and promotion of fund raising, bond issues or other financing needed for

expansion of community facilities that directly relate to quality of life and economic development.

- That the County Commissioners be encouraged to appoint a county-wide Parks and Recreation Commission, as outlined in the County's ~~new~~ Park and Recreation ~~Element~~Plan, with area committees from each region of the County. Participate in the Central Okanogan area committee.
- That a performing arts institute (dance, acting, music, art) be created in the Central Valley centered on use of public facilities (schools, PAC, Centennial Band Shell, Stampede Arena, Fairgrounds) for classes and performances.
- That the utilization and diversification of activities be increased in all public facilities (e.g. Fairgrounds, PAC, Stampede Arena, schools, etc..)
- That a fully equipped conference facility be developed, preferably by private enterprise, in the Central Okanogan Valley.
- That private and public RV parks be expanded in the Central Valley.
- That a community-based support group be developed to help Wenatchee Valley College - North Campus leadership meet the need for ~~new~~ classroom ~~and meeting~~ space.
- That the following outdoor recreation facilities be considered for further development:
 - greenway (Cariboo Trail) between Okanogan and Omak
 - ~~—~~biking/walking/equestrian lanes or trails throughout the area
 - ~~—~~activity-oriented facilities for all age groups in existing parks
 - ~~—~~year-round and additional river access including a new boat launch in the Omak area
 - sports complex (Master Plan for Eastside Park in Omak).
 - additional golf facilities including possible new course, driving range
 - continued improvements to the Loup Loup Ski Bowl
 - continued improvements to Sno-Parks and snowmobile trails
 - continued improvements to nordic skiing trails at the Loup Loup Summit area
- ~~That the Omak Visitor Center be expanded to include meeting rooms, Stampede Museum and Indian Museum and Interpretive Center.~~
- ~~That efforts be made to work with the Tribes to expand or relocate the Central Valley Pow-Wow grounds and encourage a greater number of Indian cultural activities in the area.~~
- ~~That the City expand the RV Park in Eastside Park.~~

~~• That in-service training programs at Mid-Valley Hospital be expanded.~~

- That efforts be made to expand available classroom space.
- That efforts are made to encourage, support and assist in the expansion of Mid-Valley Hospital (both the physical plant and improved services).
- That programs be developed for ongoing educational and training opportunities based on year-round use of public educational facilities.

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Wayne Beetchenow, Public Works Director

Date: January 17, 2023

Subject: **Resolution No. 04-2023** Approving Amendment No. 5 to the professional services agreement with Gray & Osborne, Inc.

The Attached **Resolution No. 04-2023, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GRAY & OSBORNE, INC., FOR THE 2023 CONSTRUCTION STANDARDS UPDATE** is forwarded for your consideration.

This resolution will amend the contract with G&O to do the 2023 Construction Standards update. Our construction standards were last updated November of 2001.

I support this Resolution and recommend its approval.

RESOLUTION NO. 04-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR THE 2023 CONSTRUCTION STANDARDS UPDATE

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution No. 05-2021; and

WHEREAS, it is necessary to secure professional engineer consulting services for the 2023 Construction Standards Update; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$12,000 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that Amendment No. 5 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this ____ day of _____, 2023

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

AMENDMENT NO. 5 TO CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) February 1, 2021, for additional services related to the On-Call Engineering Services.

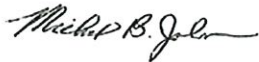
City of Omak – Construction Standards Update

See the attached Exhibit A and Exhibit B for the scope and fees. The City requests professional engineering services to update the City's existing Construction Standards for the Private Construction of Public Facilities (November 2001). For a not-to-exceed budget of \$12,000.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OMAK

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 1/4/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF SERVICES

CITY OF OMAK CONSTRUCTION STANDARDS UPDATE

This Scope of Work presents the professional engineering services requested by the City of Omak for the preparation of an update to the City's Construction Standards.

The purpose of the project is to update the City's existing Construction Standards for the Private Construction of Public Facilities (November 2001). These updated standards will enable the City to provide thorough and consistent direction to developers and contractors for completion of work within the City. The standards will describe the types of facilities required by the City, including, but not limited to, water meters, setters, hydrants, sewer manholes, storm drainage facilities, and street cross sections.

More specifically, the work will include:

Task 1 – Project Management (including QA/QC reviews)

This task will incorporate the overall project management in addition to in-house quality assurance and quality control (QA/QC) reviews of all documents in order to address those relevant issues that may affect the Construction Standards. The project management task covers these administrative activities.

Task 2 – Prepare Construction Standards

Gray & Osborne will prepare a draft set of construction standards for the City's review. The draft standards will consist of typical plans, sections, details, and specifications for developer-provided materials and facilities. After reviewing the draft standards with the City, the standards will be revised and finalized per City directions.

Task 3 – Meetings

Gray & Osborne will meet with City staff one additional time during development of the draft standards and will attend one City Council meeting at which the standards would be considered for adoption.

DELIVERABLES

Upon approval of the final Construction Standards, Gray & Osborne will furnish the City five hard copies of the Standards.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee shall be as shown in Exhibit B. This amount shall not be exceeded without prior written authorization of the City.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Omak - Construction Standards Update

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management		8		
2 Prepare Construction Standards		4	24	24
3 Meetings	2	6	6	
Hour Estimate:	2	18	30	24
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$115 to \$155	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$190	\$190	\$150	\$140
Fully Burdened Labor Cost:	\$380	\$3,420	\$4,500	\$3,360

Total Fully Burdened Labor Cost:	\$	11,660
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	\$	250
Printing	\$	90
TOTAL ESTIMATED COST:	\$	12,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: January 17, 2023

Subject: **Resolution No. 05-2023** Omak Reservoir Construction Phase Services
J-U-B Engineers

The Attached **Resolution 05-2023, Approving Task Order No. 45-22-043 to the Contract for Engineering Services With J-U-B Engineers, Inc. for the Airport Reservoir Construction Phase Services**, is forwarded for your consideration.

The Airport Reservoir project is the final phase of the airport water system improvements. The city has partnered with the DNR on the previous phases that installed a well, distribution system, and the design-specifications of the reservoir.

Funding is now available for the construction of the reservoir. The city requires services for the construction phase of the project.

J-U-B has prepared an agreement that provides services at a cost of \$478,150.00.

I support this Resolution and recommend its approval.

RESOLUTION NO. 05-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING TASK ORDER
No. 45-22-043 TO THE CONTRACT FOR ENGINEERING SERVICES WITH
J-U-B ENGINEERS, INC. FOR AIRPORT RESERVOIR CONSTRUCTION
PHASE SERVICES**

WHEREAS, the City of Omak engaged the firm of J-U-B Engineers, Inc. to provide professional engineering services for the Omak Airport in 2021 by adoption of Resolution No. 46-2021 on September 28, 2021; and

WHEREAS, the engineering services of J-U-B Engineers, Inc. were sought to provide engineering services for the construction phase of a 30,000 gallon reservoir to the newly constructed Airport Water System.

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$478,150 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council that Task Order No. 45-22-043 to Contract for Engineering Services with J-U-B Engineers, Inc., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, and the Mayor is authorized to execute that document on behalf of the City.

PASSED AND APPROVED this ____ day of _____, 2023

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A

J-U-B Project No.: 45-22-043
J-U-B Project Manager: AAD

This Agreement entered into and effective this ____ day of January 2023, between City of Omak, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: construct a water reservoir located at the Omak Airport hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Todd McDaniel</u>	Work telephone	<u>509-826-1170</u>
	Address	<u>PO Box 72</u>	Home/cell phone	<u></u>
		<u>2 North Ash St.</u>	FAX telephone	<u></u>
		<u>Omak, WA 98841</u>	E-mail address	<u>admin@omakcity.com</u>

For J-U-B:

1.	Name	<u>Alex DelRiccio, P.E.</u>	Work telephone	<u>509-458-3727</u>
	Address	<u>422 W. Riverside Ave.</u>	Cell phone	<u>509-904-7230</u>
		<u>Suite 304</u>	FAX telephone	<u></u>
		<u>Spokane, WA 99201</u>	E-mail address	<u>aad@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Omak/Airport Water Reservoir CMS

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Omak

J-U-B ENGINEERS, Inc.:
422 W. Riverside Ave. Suite 304

NAME
PO Box 72
STREET
Omak, WA 98841
CITY / STATE / ZIP CODE

STREET
Spokane, WA 99201
CITY / STATE / ZIP CODE

BY (Signature)
Cindy Gagné, Mayor

BY (Signature) 
Toby Epler, P.E., Aviation Services Group Manager

NAME / TITLE

NAME / TITLE

BY (Signature)

- Applicable Attachments or Exhibits to this Agreement are indicated as marked.*
- Attachment 1** – Scope of Services, Schedule, and Basis of Fee
 - Attachment 2** – Special Provisions
 - Standard Exhibit A** – Construction Phase Services

ADDITIONAL NAME / TITLE

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors,

consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Omak Airport Water Reservoir

CLIENT: City of Omak

J-U-B PROJECT NUMBER: 45-22-043

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

AGREEMENT DATED: _____; or

AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Omak wishes to obtain engineering services for the construction of the Omak Airport Water Reservoir.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks.

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
3. Regularly monitor project status, budget and schedule.
4. Provide a monthly invoice.
5. Provide ongoing document handling and filing.
6. Prepare and file Notice of Proposed Construction with FAA.

B. Task 002: Construction Observation

1. Provide one resident project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for an estimated period of 150 working days at 10 hours per day hours a day. In addition, the Project Manager will visit the site once a month (14 visits) for 4 hours each visit plus 6 hours of drive time to provide construction review.
 - a. Document activities occurring on the project site and provide daily inspection reports to the Project Engineer for review of contractor activities.
 - b. Documentation of the Contractor's equipment and personnel working or immobile on site.
 - c. Assess contractor's progress and compliance to the construction schedule. Track working day count and report to the OWNER, any changes in the final completion date.
 - d. Assist with monitoring construction worker wage rates.
 - e. Collect notes and data for development of record drawings and documents.
 - f. Collect data for verification of Contractor requested payments and field measurements of pay items.

2. Hold a bi-weekly construction meeting with the contractor superintendent to address current issues, provide clarifications and forecast work to be done during the upcoming bi-weekly period. Bi-weekly meetings shall include the project engineer as well as other construction trades and utility representatives if needed. The purpose of this meeting shall be to assess overall project execution and adherence to the schedule. Payment requests and changes in the work shall also be discussed. Assume 30 meetings. Bi-weekly meetings will be held online.

C. Task 003: Quality Assurance Testing

1. Review contractor submitted test reports.
2. Confirm compliance with project specifications and requirements.
3. Materials testing and special inspections by STRATA. See attached detailed scope and fee provided by STRATA.

D. Task 004: Construction Engineering/Contract Administration

1. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference. It is anticipated that J-U-B will conduct this meeting at the Airport.
2. Perform project material submittal and shop drawing review.
3. Provide survey control stakes for project construction.
4. Consultant shall review pay request submittals on behalf of the OWNER and make recommendations to OWNER regarding pay request amounts
5. Respond to contractor RFIs and provide construction engineering during the project including design changes which may be required by changes or differing conditions discovered during construction.
6. Construction geotechnical engineering provided by STRATA. See attached detailed scope and fee provided by STRATA.
7. Construction electrical engineering provided by AEI. See attached detailed scope and fee provided by AEI.
8. Negotiate and prepare change order proposals for Owner directed decisions with the contractor. Change order(s) shall also be prepared on contract forms. The Consultant shall obtain final authorization from OWNER before giving the contractor approval to proceed on any additive changes.
9. Consultant shall assist OWNER in conducting interviews to establish the degree of compliance with labor acts, and the nature and extent of violations, if any.
 - a. Assumptions: Owner will provide facility and appropriate personnel available for preconstruction meeting.

E. Task 005: Project Closeout

1. Attend a project walk through to determine substantial completion of work and develop a punch list of items to be completed for physical completion of the work. A final walk through will be conducted to verify the completion of punch list items.
2. Compile project records at close out and prepare record drawings from contractor provided redlines and all other available information.
3. Review and approve contractor's completion documents such as O&M manuals.
4. Prepare Construction Completion Report for DOH.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Time and Materials (Estimated Amount Shown)	\$12,744	Concurrent with work progress
002	Construction Observation	Time and Materials (Estimated Amount Shown)	\$279,000	Concurrent with work progress
003	Quality Assurance Testing	Time and Materials (Estimated Amount Shown)	\$1,980	Concurrent with work progress
004	Construction Engineering/Contract Administration	Time and Materials (Estimated Amount Shown)	\$39,224	Concurrent with work progress
005	Closeout	Time and Materials (Estimated Amount Shown)	\$12,070	Concurrent with work progress
006	Expenses	Time and Materials	\$32,700.00	Concurrent with work progress

		(Estimated Amount Shown)		
007	Subconsultants	Time and Materials (Estimated Amount Shown)	\$100,432.00	Concurrent with work progress
Total:			\$478,150	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: Choose an item.

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

1. Construction Inspection/Observation (T02)
2. None



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Omak

Project: Omak Airport Water Reservoir

The Agreement for Professional Services dated _____ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
- Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No
3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- No
- Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- No
- Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- No
- Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- No
- Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- No
- Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- Yes 8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
 No
- Yes 9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
 No
- Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
 No
- Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
 No
- Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
 No
- Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
 No
- Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
 No

- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No
- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No
- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No
- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No
- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No
- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No
- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No
- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No
- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:		Omak Airport Water Reservoir											
CLIENT:		City of Omak, WA											
JOB NUMBER:		45-22-043											
DATE:		November 30, 2022											
J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)													
TASK No	PROJECT TASK	Principal \$230.00	Senior Engineer \$230.00	Project Manager \$210.00	Design Engineer \$130.00	Construct Observer \$158.00	Construct Manager \$179.00	GIS Analyst \$116.00	2-Person Survey Crew \$283.00	Admin. \$76.00	Trips	TOTAL HRS	TASK DIRECT COSTS
001 Project Management													
1	Set up project into J-U-B's financial and record keeping systems	0	0	1	0	0	0	0	0	2	3	\$362.00	
2	Coordinate subconsultant activities	0	0	15	0	0	0	0	0	4	19	\$3,454.00	
3	Monitor project status, budget, and schedule	0	0	15	0	0	0	0	0	8	23	\$3,758.00	
4	Provide Monthly Invoice	0	0	8	0	0	0	0	0	20	28	\$3,200.00	
5	Provide ongoing document handling and filing	0	0	0	0	0	0	0	0	8	8	\$608.00	
6	Provide Notice of Proposed Construction to the FAA	0	0	4	4	0	0	0	0	0	8	\$1,360.00	
002 Construction Observation													
1	Construction Observation	0	0	140	0	1500	0	0	0	0	54	1640	\$266,400.00
2	Hold bi-weekly construction meeting	0	0	60	0	0	0	0	0	0	0	60	\$12,600.00
003 Quality Assurance Testing													
1	Review contractor submitted test reports	0	0	2	8	0	0	0	0	0	10	\$1,460.00	
2	Confirm compliance with project specifications	0	0	0	4	0	0	0	0	0	4	\$520.00	
004 Construction Engineering/Contract Administration													
1	Preconstruction conference	0	0	10	4	10	0	0	0	2	2	26	\$4,352.00
2	Submittal and shop drawing review	0	10	10	20	0	0	0	0	0	0	40	\$7,000.00
3	Survey Control Staking	0	0	5	1	0	2	0	10	0	1	18	\$4,368.00
4	Prepare recommendation of payment	0	0	8	20	0	0	0	0	4	0	32	\$4,584.00
5	Respond to RFIs	0	10	10	10	0	0	0	0	0	0	30	\$5,700.00
6	Prepare Change Orders	4	0	10	10	0	0	0	0	0	0	24	\$4,320.00
7	Labor compliance review	0	0	0	10	0	0	0	0	100	0	110	\$8,900.00
006. Project Close Out Phase													
1	Punch list and project walkthrough	0	0	0	20	20	0	0	0	0	1	40	\$5,760.00
2	Prepare record drawings	0	0	0	30	4	0	0	0	0	0	34	\$4,532.00
3	Review contractor completion documents	0	0	0	8	0	0	0	0	8	0	16	\$1,648.00
4	Prepare CCR	0	0	0	1	0	0	0	0	0	0	1	\$130.00

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:		Omak Airport Water Reservoir											
CLIENT:		City of Omak, WA											
JOB NUMBER:		45-22-043											
DATE:		November 30, 2022											
JEB Engineers, Inc. Fee Estimate (Bidding & Construction Phase)													
TASK No	PROJECT TASK	Principal \$230.00	Senior Engineer \$230.00	Project Manager \$210.00	Design Engineer \$130.00	Construct Observer \$158.00	Construct Manager \$179.00	GIS Analyst \$116.00	2-Person Survey Crew \$283.00	Admin. \$76.00	Trips	TOTAL HRS	TASK DIRECT COSTS
LABOR:													
Labor + Direct Overhead Subtotal + Fixed Fee		4	20	298	150	1534	2	0	10	156	58	2174	\$345,016.00
EXPENSES:		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup					
Air Travel		\$600.00	0					1.0					\$0.00
Mileage		\$0.625		58			280	1.0					\$10,150.00
Per Diem		\$55.00			108			1.0					\$5,940.00
Lodging		\$150.00			108			1.0					\$16,200.00
GPS Survey Unit		\$41.02				10		1.0					\$410.20
Printing		\$0.00						1.0					\$0.00
SUBCONSULTANTS:													
1 STRATA							\$93,252	1.0					\$93,252.00
2 AEI Engineering							\$7,180	1.0					\$7,179.50
3							\$0	1.0					\$0.00
		Subtotal - Labor + Overhead + Fixed Fee										\$345,016.00	
		Subtotal - Expenses										\$32,700.20	
		Subtotal - Subconsultants										\$100,431.50	
		Total -Project Bidding & Construction Fees										\$478,150.00	

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Wayne Beetchenow, Public Works Director

Date: January 17, 2023

Subject: **Resolution No. 06-2023** Approving Amendment No. 6 to the professional services agreement with Gray & Osborne, Inc.

The Attached **Resolution: 06-2023, OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GRAY & OSBORNE, INC. FOR WATER SYSTEM IMPROVEMENT DESIGN**, is forwarded for your consideration.

This resolution will amend the contract with G&O to design water system improvements around West 4th Avenue to West 6th Avenue between Jasmine Street and Okoma Drive as well as our connection to Mid Valley Hospital.

I support this Resolution and recommend its approval.

RESOLUTION NO. 06-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 6 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC., FOR WATER SYSTEM IMPROVEMENT DESIGN

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc., to provide On-Call Engineering Services by the approval of Resolution No. 05-2021; and

WHEREAS, it is necessary to secure professional engineer consulting services for the design of the Water System Improvement Project; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$170,000 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that Amendment No. 6 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this ____ day of _____, 2023

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**AMENDMENT NO. 6
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) February 1, 2021, for additional services related to the On-Call Engineering Services.

City of Omak – Water System Improvements

See the attached Exhibit A and Exhibit B for the scope and fees. The City requests professional engineering services for design and bid and award services for the Water System Improvements project for a not-to-exceed budget of \$170,000.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OMAK

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 1/6/03

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF SERVICES

CITY OF OMAK WATER SYSTEM IMPROVEMENTS

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Omak for design engineering and bid and award services for the Water System Improvements project.

It is our understanding that the project consists of the installation of approximately 3,900 feet of 8-inch water main pipe, hydrants, valves, and appurtenances located within City rights-of-way between West 4th Avenue and West 6th Avenue from Jasmine Street to Okoma Drive.

We further understand that the project includes the installation of approximately 120 feet of 4- and 6-inch water main pipe, one meter/valve vault, valves, and appurtenances located adjacent to Jasmine Street within the Mid Valley Hospital parking lot.

More specifically, the work will include:

DESIGN ENGINEERING SERVICES

Project Management

This task will include the following:

- Incorporate overall project management as well as in-house quality assurance and quality control (QA/QC) reviews of all documents in order to address relevant issues that may affect the project.

Design Survey

The objective is to establish vertical and horizontal control necessary for the construction of the proposed improvements that includes identifying existing utilities, alignment and other related work. This task will include the following:

- Mapping for this work will incorporate the City's color digital orthographic imagery with 2-foot contour intervals as developed at the initiation of the City's Sewer System Improvements – Phase 1 project.
- Establish vertical and horizontal control for survey and mapping suitable for the development of plans at a horizontal scale of 1"=20'.
- Field survey existing sewer, water, and stormwater utilities, obtain invert elevation data at each manhole, catch basin, and storm drain manhole, and

field survey marked underground utilities within roadway and alley rights-of-way.

- Acquire public records of survey, plat maps, assessor maps, and record drawings as may be available. Identify existing utilities of record and delineate existing rights-of-way, recorded easements, and other related and pertinent site topography.

Preliminary Design

The objective is to review City-provided information (described herein) to develop preliminary design concepts and construction drawings at preliminary design phase (35%). Design plans and specifications will be prepared in City-approved format. This task will include the following:

- Prepare preliminary plans at a scale of 1"=20'. These Plans will provide a planimetric view of existing sewers and also incorporate City design standards, as applicable.
- Incorporate available utility record drawing information, plat map (property line) and rights-of-way information.
- Prepare preliminary specifications, to include proposal, contract, and bonding requirements.
- Provide preliminary construction cost estimate.
- Determine and describe local, state, and federal permits, and licenses required for construction of the proposed improvements. Prepare and submit said permits and approval applications prior to completion of design. The City will pay any permit and approval review fees.
- Perform a quality assurance and quality control (QA/QC) review of all documents in order to address those relevant issues that may affect the project.
- Review plans, specifications, and cost estimates with the City.

Final Design Contract Documents

The objective is to provide final Contract Documents and cost estimate in City-approved format. This task will include the following:

- Prepare final plan designs and project specifications to and including final quantities, order of work, schedule, and cost estimate.

- Submit Contract Documents and cost estimate to the City, to include incorporation of all previous City comments.
- Conduct an on-site review with the City.
- Perform a quality assurance and quality control (QA/QC) review of all documents in order to address those relevant issues that may affect the project.

Bid and Award Services

The objective is to assist the City in bid and award of the project. This task will include the following:

- Provide the City with the Call for Bids for advertisement for bids (City will pay all publishing costs) and the Contract Documents and construction cost estimate (in both hard copy and electronic formats).
- Provide access to Contract Documents to local plan centers, licensed contractors and material suppliers free-of-charge via Gray & Osborne Bid Document Distribution System website at <http://gobids.grayandosborne.com>.
- Answer questions from potential bidders and issue any addenda, as required.
- Attend the bid opening, review the bids, check bidder references, prepare the bid summary, and recommend award of the construction contract.

SCHEDULE

In order to complete the work detailed in the scope listed above in a timely fashion so that the improvements can be constructed in 2024, the following schedule is proposed.

Notice to Proceed (NTP).....	February 2023
Complete Field Survey & Geotechnical Investigation	April 2023
50 Percent Design Completion	August 2023
90 Percent Design Completion	November 2023
Estimated Bid Date	January 2024
Estimated Award Date	February 2024
Estimated Start of Construction	March 2024
Estimated End of Construction	September 2024

Construction administration services are not included in this Scope of Work. A separate Amendment for construction administration services will be prepared for City approval once the construction contract is awarded.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee shall be as shown in Exhibit B. This amount shall not be exceeded without prior written authorization of the City.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Omak - Water System Improvements

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management		24				
QA/QC Reviews	8	8	8	8		
2 Design Survey		8			16	80
3 Preliminary Design		48	236	288		
4 Final Design Contract Documents		24	68	96		
5 Bid and Award Services		32	8			
Hour Estimate:	8	144	320	392	16	80
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$60 to \$165	\$125 to \$190	\$180 to \$295
Estimated Fully Burdened Billing Rate:*	\$210	\$190	\$175	\$140	\$180	\$260
Fully Burdened Labor Cost:	\$1,680	\$27,360	\$56,000	\$54,880	\$2,880	\$20,800

Total Fully Burdened Labor Cost: \$ 163,600

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ current IRS rate) \$ 6,000

 Printing \$ 400

TOTAL ESTIMATED COST: \$ 170,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: January 17, 2023

Subject: **Resolution No. 07-2023** Approving Amendment No. 7 to the professional services agreement with Gray & Osborne, Inc.

The Attached **Resolution No. 07-2023, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GRAY & OSBORNE, INC.,** is forwarded for your consideration.

This resolution will amend the contract with G&O to design the Julia Maley Park Well Treatment facility. The well was drilled in 2016 and equipped in 2018. The well has a capacity of 800 GPM. It was discovered that it will need and water treatment facility to maintain safe MCL levels.

I support this Resolution and recommend its approval.

RESOLUTION NO. 07-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 7 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR JULIA MALEY PARK WELL TREATMENT DESIGN

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc., to provide On-Call Engineering Services by the approval of Resolution No. 05-2021; and

WHEREAS, it is necessary to secure professional engineer consulting services for the design of the Julia Maley Park Well Treatment Facility; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$167,000 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that Amendment No. 7 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this ____ day of _____, 2023

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**AMENDMENT NO. 7
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) February 1, 2021, for additional services related to the On-Call Engineering Services.

City of Omak – Julia Maley Park Well Treatment Design

See the attached Exhibit A and Exhibit B for the scope and fees. The City requests professional engineering services for design and bid and award services for the Julia Maley Park Well Treatment Design project for a not-to-exceed budget of \$167,000.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OMAK

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 1/9/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF SERVICES

CITY OF OMAK JULIA MALEY PARK WELL TREATMENT DESIGN

BACKGROUND

The City of Omak owns and operates a municipal water system in Omak, Okanogan County, Washington. The existing water system includes seven wells, six reservoirs with a total storage capacity of 2,775,000 gallons, four booster stations, two pressure reducing valve transfer stations, and approximately 42 miles of water distribution system piping. The City currently serves a population of approximately 4,950 people via approximately 2,520 residential and commercial connections.

The City's Julia Maley Park Well, drilled in 2016 and equipped in 2018, has a capacity of approximately 800 gpm and is gas chlorinated. The well produces water with arsenic concentrations approaching the Maximum Contaminant Level (MCL) of 0.0100 mg/L and manganese concentrations exceeding the Secondary Maximum Contaminant Level (SMCL) of 0.0500 mg/L. Iron concentrations are below the SMCL (0.30 mg/L) but high enough to cause aesthetic issues. The well was removed from service shortly after it was equipped in 2018 due to aesthetic issues, with rising iron levels the suspected culprit.

In 2021, Gray & Osborne and ATEC Systems Associates performed a pilot study to investigate the suitability of pyrolusite filtration for arsenic, iron, and manganese removal at the Julia Maley Park Well. The pilot study found that filtration with pyrolusite media was highly effective at removing arsenic, iron, and manganese from the raw water.

Gray & Osborne completed a draft predesign report which summarizes the pilot study procedures and results, as well as design parameters, considerations, and anticipated operations and maintenance for a full-scale treatment facility. The predesign report, after City review, will be submitted to the Washington State Department of Health as a project report intended to meet the requirements of WAC 246-290-040 and 246-290-110.

The City is interested in designing a pyrolusite filtration facility including, but not limited to, the following components:

- Connection to the existing Julia Maley Park Well piping;
- New CMU building that will house filtration equipment, piping, valves, space for future chemical additional equipment, backwash recycle components, and other supporting appurtenances;
- New above grade concrete temporary backwash storage reservoir for settling and recycling of filter backwash water;

- Site improvements including gravel surfacing, fencing, and drain piping for filter to waste drain, tank overflow, and tank decant drain;
- Evaporative drying bed for arsenic sludge drying;
- Required electrical improvements with the existing Julia Maley Park Well house necessary to operate the proposed filtration equipment; and
- Connection to the existing water system.

It is our understanding that the City has secured Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) loan funds for this work.

Gray & Osborne is pleased to provide this scope of work and budget proposal to complete the design of the treatment facilities listed above. The scope of work to be provided by Gray & Osborne would include the work shown below.

SCOPE OF WORK

Task 1 – Project Management

Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- A. Procure sufficient staff resources to dedicate to the project;
- B. Manage and control project budget and schedule;
- C. Manage, control, and direct the project team and any subconsultants;
- D. Manage and provide monthly progress reports and invoices; and
- E. Coordinate the project with the City.

Deliverables

- Monthly progress reports and invoices.

Task 2 – Field Survey and Geotechnical Investigation

Conduct a topographical survey of the Julia Maley Park Well Treatment facility location in order to establish locations and elevations of existing structures, grades, local utilities, and site features required for project design. Work will include the following:

- A. Establish vertical and horizontal control on the City's adopted datum for survey and mapping at a scale of not more than 1 inch = 10 feet (horizontal) and 1 inch = 5 feet (vertical).

- B. Coordinate the location of existing utilities.
- C. Acquire supplemental topographical survey of the site, if available.
- D. Process the survey data in order to produce a base map of the site to be used for project design.

This task will also include a geotechnical investigation by our preferred geotechnical sub-consultant, PanGEO Inc. PanGEO will complete the following work:

- Site reconnaissance/Geologic review;
- Test pits and soil analysis;
- Engineering analysis and summary report; and
- Post report consultation as required.

Deliverables

- Base map (.pdf and .dwg format).
- Final Geotechnical Analysis Report (.pdf format).

Assumptions

- The City will coordinate the work and pay all costs associated with any cultural and/or archaeological observations required during geotechnical test pit excavations;
- Utility locations will be coordinated by Gray & Osborne in conjunction with the City, and will be completed by the Utility Location Service (One Call) and/or City staff. An outside contractor will not be used to locate on-site utilities;
- Potholing or existing utility verification is not included in this scope of work; and
- The City will provide access to the site for the duration of the field survey and geotechnical investigation work.

Task 3 – Treatment Facility Design

Services shall include the preparation of plans, technical specifications, contract documents, and cost estimates for design of the Julia Maley Park Well Treatment Facility. The contract documents will be prepared in a format suitable for public bidding, including plans, specifications, and cost estimates with City review at the 50 percent and 90 percent design level as outlined below.

- A. A 50 percent design submittal including project plans, specifications, and cost estimate will be provided to the City for review. Plans will be based upon site photographs, field investigations, and topographical survey described in Task 2 above.
- B. A 90 percent design submittal including project plans, specifications, and cost estimate will be provided to the City for review. Plans and specifications will include revisions identified during previous reviews by G&O and City personnel.
- C. Bid documents will be produced from G&O and City review comments on the 90 percent submittal.

Deliverables

- Three sets of specifications, three sets of half-sized plans, and three cost estimates at the 50 percent and 90 percent design levels. Deliverables will include both hard copies as well as electronic files.
- Three sets of specifications, three sets of half-sized plans, and three sets of full size plans at the bid document (100 percent design) level. Deliverables will include both hard copies as well as electronic files.

Assumptions

- The Pilot Study Report (January 2023), prepared by Gray & Osborne under a separate contract will be submitted as the project report to fulfill the requirements listed in WAC 246-290-110.
- G&O will provide our 16-Chapter CSI Technical Specification and bid documents.
- G&O will use our standard title block and CAD standards for all drawing files.

Task 4 – Quality Assurance/Quality Control

Oversee two, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the project. The meetings will include senior project staff and select design team members.

Deliverables

- N/A

Assumptions

- QA/QC meetings will take place at both the 50 and 90 percent design levels.

Task 5 – Bid and Award Assistance

Assist the City in bidding phase of the project including advertisement, pre-bid inquiries, bid opening, and recommendation to award.

Gray & Osborne will provide the following bid and award services:

- A. Provide the City with the Call for Bids for advertisement for bids (City will pay all publishing costs) and the Contract Documents and construction cost estimate (in both hard copy and electronic formats);
- B. Provide access to Contract Documents to local plan centers, licensed contractors and material suppliers free-of-charge via Gray & Osborne Bid Document Distribution System website at <http://gobids.grayandosborne.com>;
- C. Prepare contract addenda, as necessary;
- D. Conduct bid opening;
- E. Review bids and apparent low bidder qualifications;
- F. Prepare bid tabulation; and
- G. Prepare recommendation to award letter.

Deliverables:

- Addenda (if required);
- Bid Tabulation;
- Recommendation to Award letter.

Assumptions:

- City will be billed directly for the bid advertisement.

SCHEDULE

In order to complete the work detailed in the scope listed above in a timely fashion so that the facility can be constructed in 2024, the following schedule is proposed.

Notice to Proceed (NTP).....	February 2023
Complete Field Survey & Geotechnical Investigation	April 2023
50 Percent Design Completion	June 2023
90 Percent Design Completion	August 2023
Permit and Agency Approval.....	October 2023
Estimated Bid Date	November 2023
Estimated Award Date	December 2023
Estimated Start of Construction	January 2024
Estimated End of Construction	September 2024

Adjustments to the schedule above may be required based on document review times and/or availability of City staff. The City will be notified immediately if any deviations from the schedule above are required.

Construction administration and inspection services are not included in the scope of work. A separate amendment for construction administration and inspection services will be prepared for City approval once the construction contract is awarded.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee is as shown in Exhibit B. This amount shall not be exceeded without prior written authorization of the City.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: January 17, 2023

Subject: **Resolution 08-2023** accepting a grant agreement with Department of Commerce for the Airport Reservoir

The attached **Resolution No. 08-2023 A Resolution of the Omak City Council Accepting a Washington State Grant Through the Department of Commerce for Omak Water Reservoir,** is forwarded for your consideration.

The State Legislature appropriated \$4,300,000 for the construction of the Omak Airport Reservoir. This is a portion of the estimated 5.7 million construction costs for this project.

This project has been bid and awarded and we expect its completion in late 2024.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 08-2023

A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING A WASHINGTON STATE GRANT THROUGH THE DEPARTMENT OF COMMERCE FOR OMAK WATER RESERVOIR

WHEREAS, the State Legislature appropriated \$4,300,000 in the 2022 State Capital Budget for construction of a reservoir at the Omak Airport; and

WHEREAS, the Department of Commerce has prepared the necessary documents for this grant and assigned it a Grant ID Number of 22-96515-022; 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 _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



Grant to

City of Omak

through

The Infrastructure Projects

For

Omak Water Reservoir (Omak)

Start date: July 1, 2021

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FACE SHEET

Grant Number: 22-96515-022

Project Name: Omak Water Reservoir (Omak)

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

1. GRANTEE City of Omak 102 Airport Rd PO Box 72 Omak, WA 98841		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Todd McDaniel, City Administrator 102 Airport Rd, Omak, WA 98841 (509) 826-1170 admin@omakcity.com		4. COMMERCE Representative Lena Moore, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 764-0632 lena.moore@commerce.wa.gov	
5. Grant Amount	6. Funding Source	7. Start Date	8. End Date
\$4,250,000.00	Federal: State: X Other: N/A:	July 1, 2021	June 30, 2025, contingent on reappropriation; June 30, 2023 if funds are not reappropriated.
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 purpose of this performance-based Grant Agreement is to provide funding for a legislatively approved project that furthers the goals and objectives of The Infrastructure Projects Program as described in Attachment A – Scope of Work (the “Project”).			
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		Steve Scheele, Assistant Attorney General _____ 6/15/2022 Date	

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name: **City of Omak**
Grant Number: 22-96515-022
State Wide Vendor Number: SWV0007412-00

PROJECT INFORMATION

Project Name: **Omak Water Reservoir (Omak)**
Project City: Omak
Project State: Washington
Project Zip Code: 98841

GRANT AGREEMENT INFORMATION

Grant Amount: **\$4,250,000.00**
Appropriation Number: SSB 5651 SL Section 1033 (2022 Regular Session)
Re-appropriation Number (if applicable): N/A
Grant End Date: **June 30, 2025, contingent on reappropriation;**
June 30, 2023, if funds are not reappropriated.
Biennium: 2021-2023
Biennium Close Date: June 30, 2023

PROJECT PURPOSE

Construct a 300,000 gallon reservoir and connect to existing water system.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Grant End Date: In the event funds for the project are reappropriated, the contract end date will be extended pursuant to the reappropriation and consistent with Special Term and Condition 19. Depending on the reappropriation, a contract amendment may be required.

ADDITIONAL RECITALS

Whereas, the Project is one component of a larger multiphase project, which will result in the future development of an interagency fire fighting/emergency response facility.

**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 Infrastructure 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.

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 and public benefit corporations that involve the expenditure of \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. 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 minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature. 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. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period
- E. 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 all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement:

- 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. 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.
- F. 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.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

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

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. 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.

B. Additional Insurance Requirements During the Term of the Grant

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

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 related to this Grant 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. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 15, and 16.

Professional Liability, Errors and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with 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. Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant.

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

The GRANTEE shall provide to COMMERCE 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.

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.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

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 later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- 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 50 (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 later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the project, is made useable to the public for the purpose intended by the Legislature.
- 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 50 (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 Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 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 Contract.

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

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 Contract, 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 21-02.

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 21-02, 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.

21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", Section 36 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

22. FRAUD AND OTHER LOSS REPORTING

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

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 34, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 34, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

24. 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" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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: Audit Review and Resolution Office
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.

33. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

34. 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.

35. 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. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually 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.

36. 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.

37. 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.

38. 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. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

39. 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.

40. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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 or any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

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

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. REGISTRATION WITH DEPARTMENT OF REVENUE

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

53. RIGHT OF INSPECTION

At no additional cost, 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.

54. 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.

55. 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.

56. 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.

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

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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 for the Omak Airport Water Reservoir project. Funds will be used for the construction of a 300,000 gallon elevated reservoir and its connection to the existing water system to establish an interagency fire fighting/emergency response facility.

Public benefit will be achieved through increased water system reliability for existing firefighting operations and allow for an expansion of firefighting services.

The location of the project is: 102 Airport Road, Omak, WA 98841

Project activities will include and not be limited to:

- Building Permits/Fees
- Construction Labor and Materials
- Construction Management

This project will begin July 2021 and is expected to be complete by July 2024.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

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	\$4,250,000.00
Other Grants		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1	City of Omak	1,756,003.00
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$6,006,003.00

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 on the date the appropriation becomes effective, 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.

IF EXEMPT: DO NOT SIGN

GRANTEE

TITLE

DATE

Grant Manager	
Managing Director	
Deputy Assistant Director Tony Hanson	
Assistant Director Mark Barkley	

Certificate Of Completion

Envelope Id: 7300EB9EF6834BC6B391496DC2587528	Status: Sent
Subject: Complete with DocuSign: Contract 22-96515-022.docx, DocuSign routing Checklist.docx	
Division: Local Government	
Program: Infrastructure Projects	
ContractNumber: 22-96515-022	
DocumentType: Contract	
Source Envelope:	
Document Pages: 30	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Lena Moore
Envelopeld Stamping: Enabled	1011 Plum Street SE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	MS 42525
	Olympia, WA 98504-2525
	lena.moore@commerce.wa.gov
	IP Address: 147.55.149.183

Record Tracking

Status: Original	Holder: Lena Moore	Location: DocuSign
1/12/2023 12:52:03 PM	lena.moore@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Signature

Timestamp

Cindy Gagné, Mayor	Sent: 1/12/2023 1:24:51 PM
mayor@omakcity.com	

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 1/3/2022 7:25:02 PM
ID: 1d1a3631-5ef5-43f7-95bb-5ed0a0ccf8a6

Lena Moore
lena.moore@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Missy Lipparelli
missy.lipparelli@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tony Hanson
tony.hanson@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley
mark.barkley@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Todd McDaniel, City Administrator
 admin@omakcity.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 12/30/2021 9:01:34 AM
 ID: deda02a4-a1b9-4607-a63e-e2f306505e95

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Sent: 1/12/2023 1:24:50 PM
 Viewed: 1/12/2023 1:32:17 PM

Sheila Lee
 sheila.lee@commerce.wa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/12/2023 1:24:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Washington State Department of Commerce:

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

To contact us by email send messages to: docusign@commerce.wa.gov

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

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

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

To request paper copies from Washington State Department of Commerce

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

To withdraw your consent with Washington State Department of Commerce

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

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

Required hardware and software

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

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

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

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