

PALOUSE CITY COUNCIL AGENDA
Public Hearing – 2022 Preliminary Budget
Followed by Regular Council Meeting
November 9, 2021 @ 7:00 pm
Palouse Community Center 230 E. Main St
MASKS MUST BE WORN

CALL TO ORDER: Mayor Sievers called the 2022 Preliminary Budget Public Hearing and Palouse Council Meeting to order at 7:01 pm.

ROLL CALL:

Deputy Clerk Misty La Follett took Roll Call.

Council members present Mary Welcome, Bill Slinkard, John Snyder, Jim Fielder, Libby Akin, and Katie Cooper.

City staff present: Deputy Clerk (DC) Misty La Follett, Public Works (PW) Supt. Mike Wolf, and Police Officer Joel Anderson.

PUBLIC HEARING: Public Hearing for 2022 Preliminary Budget

Michael Echanove shared that he had submitted suggestions regarding the budget. No other citizen in attendance addressed the Council regarding the 2022 Budget. Mayor Sievers closed the hearing at 7:06 pm and called the regular council meeting to order.

APPROVAL OF MINUTES:

Councilmember Slinkard introduced a **MOTION** to approve the minutes from the regular council meeting on October 26, 2021; **MOTION** was seconded by: Councilmember Akin. All other council members present approved, and the **MOTION** passed.

OPEN FORUM:

Tracy Lee Sievers and Sarah Bofenkamp of the Palouse Christmas Cheer Committee asked the Council to use the City RV Park for a drive-in Christmas Movie double feature on December 18, 2021. PW had no concerns, and he will make sure that the RV park is plowed if needed and Officer Anderson has no safety concerns.

Councilmember Cooper introduced a **MOTION** to approve the use of the RV Park as a drive-in theater for a Christmas Movie double feature. **MOTION** was seconded by: Councilmember Fielder. All other council members present approved, and the **MOTION** passed.

PUBLIC WORKS REPORT:

Supt. Wolf provided Council with his written report.

Supt. Wolf stated that the Cove Sidewalk Project had used 100 tons more gravel than anticipated. He also expressed his concerns regarding the project's design, and he brought his concerns to Munir Daud and White Diamond Concrete. Supt. Wolf feels the project needs an additional two catch basins, the gravel is sluffing off above the retaining wall, and there are some uneven places on the sidewalk. White Diamond Concrete has not returned to install the fencing.

Inland Fiber Network has been working on installations and has not been crack sealing the City's streets. They did contact Supt. Wolf about a repair on Whitman Street, and he instructed them to use cold mix and next summer Inland Fiber Network can use a hot mix to complete the repair.

Supt. Wolf reminded Council that several homes in Breeding's Addition were required to connect to the City's sewer system by the end of 2021, and 3 of yet to do so.

The Snowplows are ready for the winter, and the pool and bathrooms are all winterized.

Supt. Wolf stated that a rock was stuck down in the motor of the rake at the sewer plant, which caused the motor to tear up the conduit. The PW department was able to make this repair.

Councilmember Fielder asked if the repairs to the grader were complete, Supt. Wolf stated they had been made but have yet to be tested. Councilmember Fielder also asked if water meters were winterized, Supt. Wolf said that he believed they had been, but he will check.

*PW report attached to the minutes.

POLICE REPORT:

Officer Anderson presented his report to the Council. There were nine calls for service and one call-out from October 26, 2021, to November 5, 2021; there were ten calls for service and six call-outs.

A citizen called about Ziplly attempting to install underground lines on their property. Officer Anderson stated that homes should call him if this happens. He also said citizens have been calling Kara Riebold at the Port of Whitman, and she is aware of the situation.

Officer Anderson has been ticketing, and towing abandoned vehicles throughout Palouse.

Officer Anderson did arrest an individual for violating a no-contact order, and they were booked in the Whitman County Jail.

Officer Anderson stated that the Trunk or Treat event was a success; he estimated that between 75-100 kids participated.

Councilmember Slinkard asked about the theft on his report; Officer Anderson said he would get back the Councilmember Slinkard with the details.

Councilmember Snyder asked if the Palouse Police Department should be using body cameras. Officer Anderson stated that he did not believe so; Officer Anderson said he would research the matter and respond to Councilmember Snyder.

Mayor Sievers recommended that everyone should attend the Truck or Treat event in the future.

*Report attached to the minutes.

CITY ADMINISTRATOR/DEPUTY CLERK REPORT:

DC La Follett presented to Council a bid from Inland Fiber Networks to upgrade the City's phones system and to possibly add an emergency call box for the RV Park Park, Pool, and park to use in case of emergency.

DC La Follett gave the Council an estimate for an upgrade to the Springbrook/Bias software from Basic to Advanced Payroll. The software the City currently uses for payroll will no longer be supported after 2021, and we will need to upgrade.

We received a payment schedule from White Diamond Concrete for the Cove Sidewalk Project. There are some concerns regarding this invoice that will be addressed with White Diamond Concrete by Supt. Wolf and Munir Daud. Once these issues are resolved, we can make this payment. DC La Follett has spoken with Cody at the City of Garfield, and this should be a simple process.

YOUTH ADVISORY BOARD REPORT:

Ainsely Sievers presented the Youth Advisory Board (YAB) Report to Council.

Ms. Sievers stated that the YAB discussed options for conducting a survey of the youth in Palouse and the possible questions for the survey.

The YAB further discussed putting up flyers and setting up an email for the YAB.

Councilmember Welcome stated that she was excited that Ms. Sievers was in attendance and that the YAB had resumed. Councilmember Cooper expressed the same sentiments.

OLD BUSINESS:

Michelle Bly from TD&H was present to address Council on the water main update and the steps the City needs to take to advance this project.

Ms. Bly stated that this process started as an abbreviated analysis of our water system, highlighting some key points, and it turned into a water main replacement project focused on three areas, Church Street, Culton Street, and Sgt. Jacob Demand Way, formerly H Street.

This project includes upsizing the water main and fire hydrants. TD&H went before the Public Works Board, and the City received approval for a pre-construction loan for the design, which is complete. TD&H did return some money because they did not use it all in the design process. TD&H again applied for a construction loan from the Public Works Board on the City's behalf, which the City did receive.

The next step is for the City's attorney to review the contract from the Public Works Board, and after that, the Mayor will need to sign the documents.

Once the City signs the Public Works Board's loan documents and receives these loan documents, the City would need to consider signing a contract with TD&H.

Now that TD&H knows who will be funding the project, they will tighten up the forms for the agency financing the project. Next, they will put the project out to bid around February 1, 2022, and hopefully start construction in the spring of 2022.

TD&H will provide construction management and inspection through the project. TD&H, the contractor, and the inspector with the Public Works Board will meet each month and present a pay estimate to the City. Upon the City's approval, the pay estimate will be sent to the Public Works Board to issue a check to City. Once the City receives that check, the City can pay the contractor.

TD&H will walk the City through the entire process.

This is a loan from the public Public Works Board, and TD&H would recommend raising the rate on the water/sewer bill by \$5.00 per month to cover the cost of this loan.

If the City gets its water/sewer rate more in line with what other similar size cities charge, the City would be eligible for more grants for more upgrades in the future.

Councilmember Cooper asked if 8/20/21 was an incorrect date to start paying back this loan, and Ms. Bly stated that it was an error.

Mayor Sievers stated that the interest rate on this was .94%

Mayor Sievers informed Council that they would need to authorize the Mayor to sign the contract with the Public Works Board if they wish to proceed. The second step would allow the Mayor to execute the contract with TD&H for total contract management.

Councilmember Cooper asked if there was any chance of any funds being made available through the new infrastructure bill. Ms. Bly stated that this was the best funding source for this project. Ms. Bly said that there

could be grant money available, and if the City applied and were awarded this money, they could use it to pay this loan off sooner.

Councilmember Akin introduced a **MOTION** to authorizing the Mayor to sign the loan documents with the Public Works Board; **MOTION** was seconded by: Councilmember Snyder. All other council members present approved, and the **MOTION** passed.

Councilmember Snyder introduced a **MOTION** to authorizing the Mayor to sign the contract with TD&H; **MOTION** was seconded by: Councilmember Fielder. All other council members present approved, and the **MOTION** passed.

NEW BUSINESS:

Mayor Sievers asked DC La Follett to summarize the Criminal Justice Contract with Whitman County. DC La Follett informed Council that the City has been without a contract with Whitman County since 2008. The City has continued to pay for these services without having a contract in place. This contract covers the incarceration, prosecution, and adjudication of crimes committed in Palouse.

Councilmember Snyder asked if this contract covers felonies and juvenile offenders or does the City needs another agreement with Superior Court. DC La Follett did not know, but she will find the answer to his questions. He also wanted to know if traffic infractions went to a different court and needed a contract with them.

Councilmember Cooper asked if the City's Attorney had reviewed this contract; DC La Follett said that it had not been sent to Mr. Hanson.

COMMITTEE REPORTS:

Budget, Finance, & Major Acquisitions, Chair Welcome: Chair Welcome thanked DC La Follett and Ann-Marie Zuniga, the CA contractor, for their hard work on the Preliminary 2022 budget, as well as Councilmember Cooper. Chair Welcome asked that all comments and questions regarding the budget be emailed to her.

Policy & Administration, Chair Cooper: Chair Cooper stated that we are working on getting the ending balances and the reserves on the Preliminary Budget. Chair Cooper also asked that all concerns regarding the budget be emailed to her and Councilmember Welcome.

Chair Cooper said that we had completed our preliminary budget hearing, but we need the county's tax revenues, which we are still waiting to receive.

We need to have our second budget hearing on November 23, 2021, but Chair Cooper will be out of town. All other council members will be in town to proceed with this second budget hearing on that date.

After that will, we will need to have our final budget hearing on or before December 6, 2021. Chair Cooper recommends that we have our Final Budget Hearing on this date at 7:00 pm.

After this hearing, we will need to adopt our final 2022 budget and any amendments to the 2021 budget on or before December 31, 2021. Chair Cooper wanted to ensure that all council members will be available for the upcoming City Council meetings in December to complete all the steps to get the 2022 Budget approved and adopted by December 31, 2021.

Councilmember Copper introduced a **MOTION** authorizing a Final Budget Meeting on December 6, 2021, at 7:00 pm; **MOTION** was seconded by: Councilmember Welcome. All other council members present approved, and the **MOTION** passed

Chair Cooper stated that the Policy and Administration met to set policy for filling a Mayoral vacancy. The committee determined three options: Option one is to put into the City code that we want to solicit letters from the community, including current council members. Option two is an appointment by the Council. Option three is to appoint a member of the Council. (Clear up language with councilmember Cooper)

These options would need to be reviewed by the City's attorney.

Mayor Sievers agrees that we need to eliminate any uncertainty and define this process moving forward.

Chair Cooper asked that citizens please email her with their input in this matter.

Personnel, Chair Snyder: Chair Snyder stated that the last candidate who applied for the CA position withdrew her name from consideration. Councilmember Welcome asked about salaries and raises for the City Employees. Chair Snyder stated that it is in the purview of the Mayor. The Mayor should be meeting with the department heads to discuss their departments. The salary model that former Mayor Cook implemented is based on longevity and performance and is what the City will be following moving forward.

Mayor Sievers stated that meeting with the department heads and employee reviews should have been started over the summer, but it was not. The current 2022 proposed budget does not have any pay increases built into the budget.

Streets, Properties, & Facilities, No Chair at this time: No report.

Joint Fire Board, Chair Fielder: Chair Fielder had no report, but the Fire Station received an upgrade to LED lights.

EXECUTIVE SESSION: No Execution Session;

MAYOR'S REPORT:

Mayor Sievers reported we met with Michelle Bly with TD&H, and she helped bring him up to date on the water improvement project.

He also met with VERELA regarding possible upgrades to the sewer plant.

Mayor Sievers will be meeting the Department of Ecology to conduct the interviews with the top three candidates regarding the Value Engineering Planning on November 12, 2021, for the wastewater plant.

The original proposal for the wastewater plant upgrade is far too high for a City the size of Palouse. We are looking for cost savings from these candidates and some outside-the-box ideas, and this is the question Mayor Sievers will ask these candidates. The City is doing everything we can in partnership with the Department of Ecology to do what they want us to do. Once a candidate is selected, the City will step back from the process as the consultant completes their proposal.

Mayor Sievers stated that it appears that the two levies on the ballot are passing, and there have been some questions from the community regarding Mayor Sievers's open council position. Should he win the council seat and the results are certified, an appointment would be made to that position. The person appointed to that seat would remain in the seat until the next regular election. This process would start after the first of the year.

Traditionally, the Council would accept applications for the position, conduct interviews, and make the appointment. We will work on clarifying this process and making sure that it goes out to the citizens on the email listserve and possibly by regular mail.

The election is still in the process of being certified; we will move forward from there.

Councilmember Slinkard stated that he felt the Mayor was doing a great job.

Mayor Sievers stated that the entire City staff is stepping up, and we are moving forward as a team.

ALLOW PAYMENT OF BILLS:

Councilmember Snyder introduced a **MOTION** to allow the payment of bills. Councilmember Slinkard seconded the **MOTION**; **MOTION** unanimously passed.

ADJOURN: Councilmember Welcome MOVED to adjourn; Councilmember Fielder seconded the **MOTION**. The **MOTION** passed. The council meeting adjourned at 8:19 pm.

APPROVED: _____ ATTEST: _____

Public Works Superintendent Council Report

Date: November 04, 2021

(This is only a week of the PW report and not two weeks like it has been. With the new agenda going out on Thursdays this report will not be as current as it should be)

WATER:

We have been doing a lot of locates for utility companies. Fiber and natural gas installs are most of them.

SEWER:

Roach Construction hooked up one of the four houses needing to be hooked up to city sewer in Breedings Addition. Everyone was supposed to be hooked up to city sewer by January 2020. This one area we need focus on when we get a new CA.

STREETS:

Inland Fiber crack filled 2 days in the last week. Whitman Street is going to need some cold mix but other than that Whitman Street is done.

I talked to Slocum Excavation about patching F Street where they dug and put a sewer line in.

Evan has been sucking out storm drains.

Walter has been sweeping when it has been wet.

I ordered gravel last week as we depleted are stock for the sidewalk project.

SHOP:

Bought two new tires for 2016 Dodge.

SNOW:

Got the sander out and placed on the Ford one ton.

Got the snow plows out and hopefully will work fine as we replaced the hydraulics on one of them at the end of the season last year.

PARKS:

Mulching is about done maybe one more time.

Restrooms at the park are winterized and closed for the winter.

POOL:

We picked up all of the outdoor items and put away for winter.

Pool restrooms, showers, and furnace are winterized.

What we have left to do is rake leaves out of the pool and fill it.

COVE ROAD PROJECT:

We hauled 450 tons of gravel to the project last week. This about 100 tons over the estimate.

Poe paved the walk last Thursday.

Palouse PD report for Palouse City Council meeting November 9, 2021.

This report reflects ten days of police activity versus past reports that reflected 14 days.

October 27 through November 4 = 10 calls for service and three call outs.

211101-02 – Citizen called to report an internet company laid lines down across their property without consent. A few days later a construction crew hired to dig the trench for the lines showed up to begin the work. The resident told them to leave but the company has still not returned to remove their lines. The battle for internet provider supremacy in Palouse is in full swing. If residents are having issues with workers showing up unannounced and/or on their property without permission please be sure to tell them to leave. If anybody refuses to leave or argues they need to do work on the property that the landowner does not want done please don't hesitate to call me for assistance.

211101-03/211103-04 – Abandoned vehicle emphasis in progress. Multiple citizen complaints about abandoned/junk vehicles with severely expired tabs on public roadways. Vehicles parked along a public roadway or public right of way that have expired tabs over 45 days can be impounded per RCW 46.55.113(2). I am particularly focused on vehicles that have been in one spot for over six months and have expired tabs over six months. I recently impounded an abandoned vehicle w no plates, punched ignition, expired tabs over four months, parked in same spot for close to a year after giving the owner ten days to remove it. All vehicles that fall into the above mentioned category will get an orange warning sticker giving them at least 72 hours to remove the vehicle and/or update tabs. I usually give a week but each vehicle is on a case by case basis.

211102-01 – Recent arrest and booking of an adult male for Violation of DV No Contact Order. This male came from Spokane to stay with his girlfriend and her mother for a few days in Palouse while in violation of an order issued by Spokane Municipal Court on 9-1-21. That order was issued because he had assaulted the same girlfriend I located him staying with in Palouse. The male also had a warrant for assault IV DV out of Spokane in relation to the previous assault.

Trunk or Treat 2021 – Palouse PD worked in partnership with the GPAC to have a trunk for trick or treating combined with a GPAC bake sale. Huge success on both ends. Estimated 75-100 kids plus parents enjoyed the 15 Halloween themed decorated vehicles.

Thank you – Officer Anderson

11/03/21
12:17

Palouse Police Department
Law Incident Summary Report, by Incident Number

1100
Page: 1

Number	Time and Date	Nature	Address	Loctn Dsp
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Agency: Palouse Police Department

211027-01	08:34:09	10/27/21	Civil	
211028-01	12:40:26	10/28/21	Animal Noise	
211030-01	00:08:49	10/30/21	Animal Noise	
211101-01	10:27:03	11/01/21	Traffic Offense	
211101-02	10:51:09	11/01/21	Civil	
211101-03	12:48:10	11/01/21	Abandoned Vehic	
211101-04	13:52:08	11/01/21	Abandoned Vehic	
211101-05	16:31:25	11/01/21	Theft Other	
211102-01	23:55:37	11/01/21	Domestic Disput	
211103-01	11:39:28	11/03/21	Fraud	

Total Incidents for This Agency: 10

Total Incidents for This Report: 10

Report Includes:

All dates greater than `00:00:00 10/26/21`
All agencies matching `PAPD`
All officers
All dispositions
All natures
All locations
All cities matching `PALOUSE`
All clearance codes
All observed offenses
All reported offenses
All offense codes
All circumstance codes

*** End of Report /tmp/rpt

PROFESSIONAL SERVICE/CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Palouse (hereinafter referred to as the City) and TD&H Engineering (hereinafter referred to as the Consultant) WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, the City, as part of its Public Works Board Contract with Public Works Board (PWB), under contract number PR18-96103-066, has been awarded Public Works Board Pre-Construction Loan funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City approved PWB project, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the local project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties:

The Consultant shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).

The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be December 31, 2022.

3. Consideration:

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of \$127,265.00. Reimbursement under this contract shall be based on billings,

supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

It is understood that this contract is funded in whole with PWB pre-construction loan funds through the Washington State Public Works Board Pre-Construction Loan Program as administered by Public Works Board and is subject to those program regulations and restrictions.

4. Records:

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's PWB Program and any such procedures as the City or PWB may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of three (3) years after final audit of the City's PWB project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City, the Washington State Public Works Board, and other authorized representatives of the state government shall have access to any books, documents, papers and records of the consultant which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

The City, PWB and duly authorized officials of the state government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination, and Close Out:

If the Consultant fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representative during the period of suspension will be allowable under the contract except:
- (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension;
 - (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
 - (3) In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned or otherwise terminated, the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
- b. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exists:
- (1) The lack of compliance with the provisions of this contract were of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
 - (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

- a. Termination for Other Grounds – This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the City fails to pay the Consultant promptly or within sixty (60) days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred; and
- (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes, including any decrease or increase in the amount of compensation, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel:

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the City.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Consultant.

10. Reports and Information:

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright:

No report, maps or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws:

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local government and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

16. Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

17. Interest of Members of a City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Consultant shall also take appropriate steps to assure compliance.

18. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

19. Conflict of Interest Provision:

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

20. Audits and Inspections:

The City, PWB, and the State Auditor or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the PWB project and this contract, by whatever legal and reasonable means are deemed expedient by the City, PWB, and the State Auditor.

21. Hold Harmless:

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

Should a court of competent jurisdiction determine that the Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provision of this section shall survive the expiration or termination of this Agreement.

TD&H Engineering is authorized to do business in the State of Washington and be in full compliance with the requirements of the Board of Professional Registration. TD&H Engineering is covered by errors and omissions insurance in an amount not less than amount of this contract.

This AGREEMENT contains all terms and conditions agreed to by the City and the Consultant. Attachment #1, Scope of Work, is attached to this AGREEMENT.

IN WITNESS WHEREOF, the City/Town/County and the Consultant have executed this contract agreement as of the date and year last written below.

City of Palouse (CITY)

TD&H Engineering (CONSULTANT)

By: _____

By: _____

Title: Mayor

Title: Vice President/Principal

Address:

East 120 Main Street
PO Box 248
Palouse, WA 99161

Address:

210 Main Street
Lewiston, ID 83501

Date: _____

Date: _____

Attachment #1
SCOPE OF WORK

NO.	DESCRIPTION	ESTIMATED HOURS	ESTIMATED COST
1	Construction Management (90 days x 1.5 hrs/day)	135	19,575.00
2	Construction Inspection (90 days x 10 hrs/day)	900	97,200.00
3	Project Administration (including bid and award assistance, pre-construction meeting facilitation, project close-out, and PWB administration and reporting documentation)	50	7,250.00
4	As-Built Drawings	30	3,240.00
TOTAL:			127,265.00

CONTRACT FACE SHEET**Contract Number: PC22-96103-054****PUBLIC WORKS BOARD
CONSTRUCTION LOAN CONTRACT**

1. Contractor City of Palouse East 120 Main Street PO Box 248 Palouse, WA 99161		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$1,010,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2041
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # 0000551-00	12. UBI # 384-000-031	13. DUNS # N/A
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature		Kathryn A. Gardow, Public Works Board Chair	
Tim Sievers Print Name		Date	
Mayor Pro-Tem		APPROVED AS TO FORM ONLY	
Title		September 22, 2021	
Date		Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Palouse
Loan Number: PC22-96103-054

PROJECT INFORMATION

Project Title: Palouse Church, Culton, & H St Looping Main Replacement
Project City: Palouse
Project State: Washington
Project Zip Code: 99161

LOAN INFORMATION

Loan Amount: \$1,010,000
Total Estimated Cost: \$1,010,000
Total Estimated Project Funding: \$1,010,000
Loan Forgiveness % (if applicable): 0%
Loan Term: 20
Interest Rate: 0.94%
Payment Month: June 1st
Loan Reimbursement Start Date: August 6, 2021
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Domestic Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

The Palouse Church, Culton, and H Street Looping Main Replacement project replaces undersized water mains at Church Street, Culton Street, and H Street.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

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

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the Contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

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

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after LOAN REIMBURSEMENT START DATE shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 21-02, or, as an alternative to completion of Governor's Executive Order 21-02, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor 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 indemnify, defend and hold harmless the BOARD 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, Contractor shall, in accordance with Governor's Executive Order 21-02, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor 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 Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared SCOPE OF WORK.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 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 Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the SCOPE OF WORK, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, 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**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The BOARD shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as **LOAN FORGIVENESS %**. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal; referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared LOAN AMOUNT. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: PAYMENT MONTH on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified PAYMENT MONTH date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared INTEREST RATE per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the CONTRACT END DATE shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared PAYMENT MONTH date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The BOARD may terminate this Contract in the event that state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

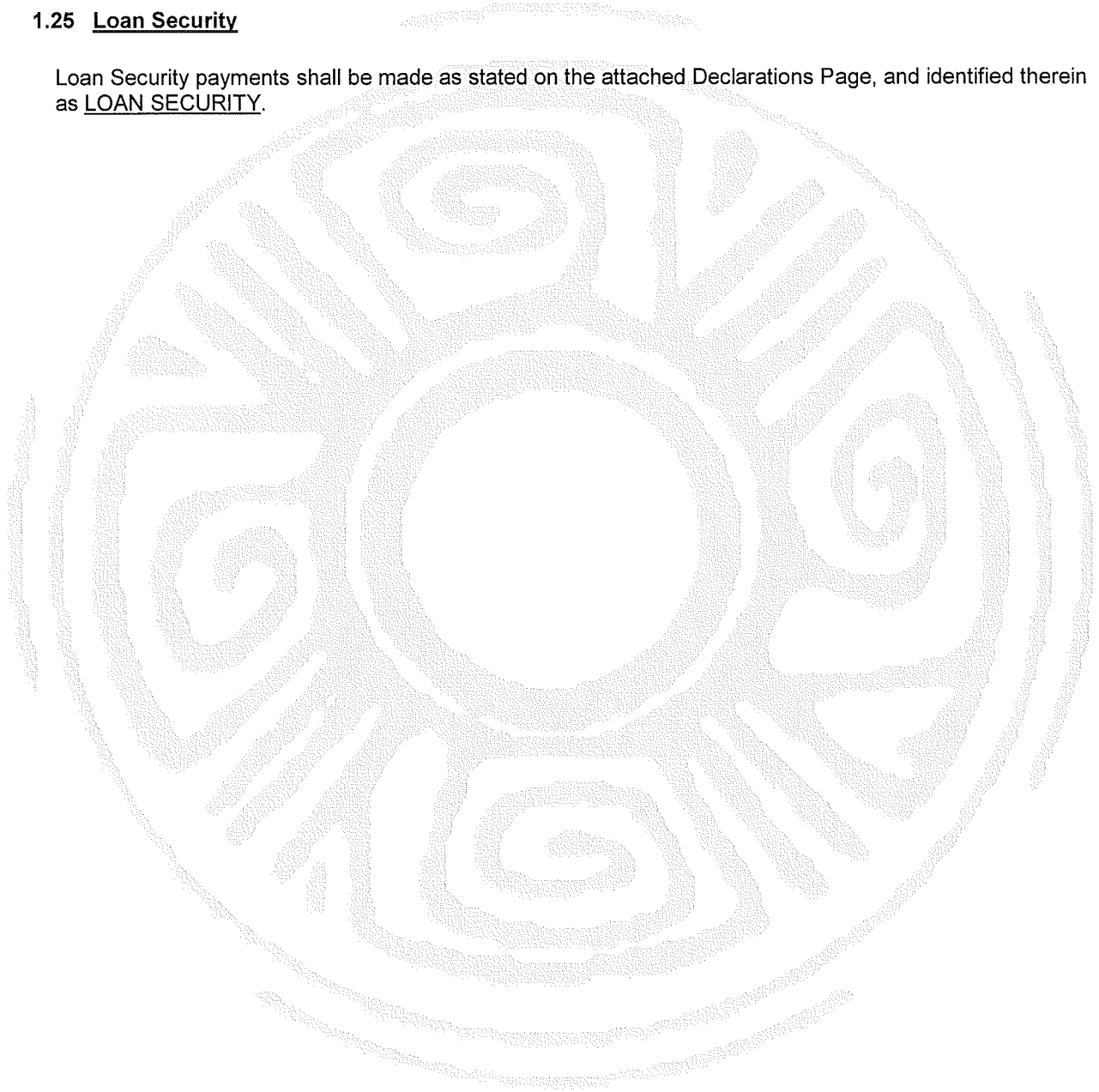
THE BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.



Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

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

The Contractor 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.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

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

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor 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 Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board 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.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD 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 CONTRACTOR in the procurement of, or performance under this contract.

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

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD 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 BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

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

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

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

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

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, 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 Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) 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 Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair 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 Contract 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.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

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

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, 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 attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor'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 Contractor 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.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor 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 Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, 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 Contractor.

2.21 LAWS

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

2.22 LICENSING, ACCREDITATION AND REGISTRATION

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

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation 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 Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor 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.

2.26 PAY EQUITY

The Contractor 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. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. 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.
 - 2. 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.
 - 3. 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 Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 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.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, 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 Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

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

2.31 RECAPTURE

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

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

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

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

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

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

2.36 SEVERABILITY

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

2.37 SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

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

2.38 SURVIVAL

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

2.39 TAXES

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

2.40 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

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

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

2.41 TERMINATION FOR CONVENIENCE

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

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

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

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

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

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



ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of Palouse
PC«LoanNumber»

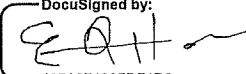
I, Eric Hanson, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the **City of Palouse** (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

DocuSigned by:

187A37430FDP4PC
Signature of Attorney

11/1/2021 | 9:40 AM PDT

Date

Eric Hanson, Attorney at Law
Bishop Law Office

Certificate Of Completion

Envelope Id: EA0B0145C76F4460B60D8619C8C9D045

Status: Sent

Subject: Please DocuSign: 2022 PWB Construction Contract Template.doc

Division:

Local Government

Program: Public Works Board

ContractNumber: PC22-96103-054

Source Envelope:

Document Pages: 25

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Connie Rivera

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

connie.rivera@commerce.wa.gov

IP Address: 147.55.149.230

Record Tracking

Status: Original

Holder: Connie Rivera

Location: DocuSign

10/10/2021 9:04:26 PM

connie.rivera@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

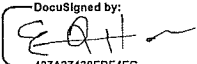
Signer Events

Eric Hanson

ehanson@palouse.net

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



487A37430FDF4FC...

Signature Adoption: Drawn on Device

Using IP Address: 50.52.110.186

Signed using mobile

Timestamp

Sent: 10/20/2021 6:02:21 PM

Viewed: 10/29/2021 11:45:44 AM

Signed: 11/1/2021 9:40:04 AM

Electronic Record and Signature Disclosure:

Accepted: 10/29/2021 11:45:44 AM

ID: 35295181-a5d2-4b98-b09c-528359a3d768

Tim Sievers

tim.palousecc@gmail.com

Security Level: Email, Account Authentication
(None)

Sent: 11/1/2021 9:40:06 AM

Viewed: 11/5/2021 11:19:22 AM

Electronic Record and Signature Disclosure:

Accepted: 11/5/2021 11:19:22 AM

ID: 70253c54-94e7-4ed5-ae85-2068788e969b

Kathryn A. Gardow

pwbgardowk@gmail.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/3/2021 9:21:07 PM

ID: 900cf9e4-1410-4b40-ac80-f8d3dd60fc07

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
Mike Wolf pwsupt@palouse.com Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 75.87.249.106	Sent: 10/10/2021 9:10:04 PM Viewed: 10/20/2021 6:02:21 PM

Electronic Record and Signature Disclosure:
Accepted: 10/20/2021 6:02:21 PM
ID: 3f032ebe-5d55-4ba8-b79d-0be278a9416d

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2021 9:10:04 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>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Interlocal Agreement
for
Criminal Justice Services

INTERLOCAL AGREEMENT for criminal justice services by and between:

CITY OF PALOUSE, a city organized under the laws of Washington, to be referred to in this agreement as the "CITY",

And

WHITMAN COUNTY, a municipal corporation organized under the laws of Washington, to be referred to in this agreement as the "COUNTY".

PREMISES:

- A. The CITY and the COUNTY are "public agencies" within the meaning of R.C.W. 39.34.020, the CITY is required to provide for the prosecution, adjudication, sentencing, or incarceration for all misdemeanor and gross misdemeanor offenses committed by adults within the CITY and referred by the City Police Department. At the option of the CITY, it may contract to have all or some of these services provided by the COUNTY. The CITY has resolved that it is in its best interest to enter into this contract with the COUNTY.
- B. The parties have determined that the CITY's previous use of the COUNTY's criminal justice services has been proportional to the CITY's population when compared with other small towns using the same services. Accordingly, the CITY has negotiated an agreement with the COUNTY for use of the COUNTY's criminal justice services. Under the terms of the agreement, the CITY shall pay the COUNTY a fixed compensation for these services, based upon the CITY's population.
- C. The parties now desire to memorialize in writing their agreement for criminal justice services to be provided to the CITY by the COUNTY.

NOW, THEREFORE, in consideration of these premises, and in and for consideration of the covenants set forth below, it is agreed:

1. The term of this agreement shall be from January 1, 2021, through December 31, 2025. Thereafter, this agreement may be renewed for additional, annual terms upon the mutual agreement of the parties.
2. During the term of this contract, the COUNTY shall provide for the prosecution, adjudication, sentencing, and incarceration for all misdemeanor and gross misdemeanor offenses committed by adults in violation or alleged violation of State law occurring within the corporate limits of the CITY which may be referred to the COUNTY by the CITY.
3. The CITY's Mayor or a designee, shall have the right to inquire as to the progress or outcome of any prosecution referred to the COUNTY by the CITY.
4. The CITY shall reimburse the COUNTY for providing services under the terms of this contract. For the purposes of this contract, the payment shall be calculated on a per capita basis, based upon an agreed population of 1,050 persons residing within the corporate limits of the CITY, as follows:

2021: \$4.00 per capita, \$4,200.00 total for the year

2022: \$4.00 per capita, \$4,200.00 total for the year

2023: \$4.25 per capita, \$4,462.50 total for the year

2024: \$4.25 per capita, \$4,462.50 total for the year

2025: \$4.50 per capita, \$4,725.00 total for the year

The payment for each year shall be paid in full by December 15th. All payments required under the terms of this section shall be paid by the CITY from its Current Expense Fund, or such other fund as it may determine appropriate.

5. All revenue received by the COUNTY from any legal financial obligations levied against any offenders adjudicated and sentenced within the COUNTY's criminal justice system upon referral from the CITY under the provisions of this agreement shall belong to the COUNTY.
6. Each party shall maintain complete and accurate records of all cases referred by the CITY to the COUNTY for prosecution, adjudication, sentencing, or incarceration. These records shall be available for inspection and copying by the other party upon reasonable notice anytime during regular work hours. It is the intention of the parties that these records shall be used on a basis for fixing the cost of such services in any future negotiations for criminal justice services.
7. In reference to R.C.W. 39.34.030(3)b) and e), the parties declare that no separate legal or administrative entity shall be created by this agreement, nor is the joint acquisition of any property or assets contemplated under the terms of this agreement.
8. Each party covenants to the other to use its best, good-faith efforts to fulfill all of the terms and conditions of this contract.
9. This agreement is the sole agreement of the parties with respect to the matters contained herein.

DATED This _____ day of _____, 2021

WHITMAN COUNTY, by:

CITY OF PALOUSE,

The Board of County
Commissioners:

By: _____
Mayor

Arthur D. Swannack, Chairperson

Attest: _____
Clerk

Tom Handy, Commissioner

Michael Largent, Commissioner

Attest: _____
Clerk of the Board