PROPOSED AGENDA CHELAN COUNTY COMMISSIONERS MEETING OF JUNE 30 & JULY 1, 2025

MONDAY, JUNE 30, 2025

9:00 A.M. Opening: Pledge of Allegiance

Public Comment Period

Consent Agenda

- 1. Approval of Minutes
- 2. Vouchers as submitted and Listed
- 3. Payroll Changes:
 - a) Anthony Duffy, Facilities Maintenance Step Increase
 - b) Daane Hagen, Community Development Step Increase
 - c) Jackie Gabaldo, Community Development Step Increase
 - d) Maribeth Daneker, Community Development Step Increase
 - e) Jeffrey Jones, Regional Justice Center New Hire
 - f) Travis Willms, Public Works Promotion
 - g) Chad Holaday, Expo Center Resignation
 - h) Robert Jourdan, Superior Court Judge Salary Increase
 - i) Kristin Ferrera, Superior Court Judge Salary Increase
 - j) Travis Brandt, Superior Court Judge Salary Increase
 - k) Tracy Brandt, Superior Court Judge Salary Increase
 - 1) Fona Sugg, Superior Court Judge Salary Increase
 - m) Anabel Torres, Commissioners Step Increase
- 4. Superior Court Judges request to hire above step 4

Board Discussion

- 9:30 A.M. Executive Session Re: Potential Litigation Chelan County PA Robert Sealby
- 9:45 A.M. Executive Session Re: Qualifications of an Applicant for Public Employment Deputy Prosecutor Marcus Foster

10:00 A.M. County Administrator Cathy Mulhall

PUBLIC HEARING RE: Supplemental Budget Appropriation

Discussion

- 1. Executive Session RE: Potential Litigation
- 2. 2026 Budget Process & Calendar
- 3. Administrative Update

Action

- 1. Resolution RE: Supplemental Budget Appropriation
- 2. Resolution RE: 2026 Budget Calendar
- 3. Request to fill position in Coroner's Office
- 4. Resolution RE: Fire Annexation Fire Dist. No. 7

10:30 A.M. Economic Services Director Ron Cridlebaugh

PUBLIC HEARING RE: Surplus Property to the Center for Alcohol and Drug Treatment

Discussion

- 1. Memo Contract Adjustments
- 2. County Blood Drive
- 3. Department Update

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

10:50 A.M. Presentation Re: Commercial Property Assessed Clean Energy (C-PACE) Program Overview

Action

- 1. Resolution: Surplus Property CFADT
- 2. Amendment #1 to Agreement Between Chelan County and Chelan-Douglas Volunteer Attorney Services for Utilization of Consolidated Homeless Grant Funds
- 3. Amendment #5 to Agreement between Chelan County and WRC for Utilization of Consolidated Homeless Grant Funds

11:15 A.M. Natural Resources Director Mike Kaputa

Discussion

- 1. Special Presentation: Chelan County Voluntary Stewardship Program
- 2. Other

Action

- Agreement with WA State Military Department Emergency Management Division for Cashmere Defensible Space Project
- 2. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Back-Up Generators
- Contract Change #1 with Aspect Consulting for Mission Creek Fish Passage Final Design
- 4. Amendment to Grant Agreement with WA Recreation and Conservation Office for McCrate-Eagle Creek Fish Barrier Correction
- 5. Agreement with Pacific Engineering for Malaga Properties Feasibility Study
- 6. Contract Order with Aspect Consulting for Lake Chelan Watershed Plan and Lake Chelan Collaborative Project

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

- 7. Change Order #1 with Summitt Forests, Inc., for Upper Wenatchee FRB Natapoc Ridge Hand Thinning Project
- 8. Amendment to Agreement with WA Department of Commerce for Chelan County Comprehensive Plan Climate Resilience Chapter

TUESDAY, JULY 1, 2025

9:00 A.M. Chelan County Sheriff Mike Morrison

Discussion

- 1. Code Enforcement Funds for abatement cleanup projects
- 2. Reentry Housing Assistance Project Kennedy's Place
- 3. Columbia River Drug Task Force (CRDTF) Vehicle Replacement Purchase
- 4. Department Update

Action

- 1. Letter of Agreement with Chelan County PUD Flock Safety Camera
- 2. Purchase and Installation of Tow Hitches for Three Code Enforcement F-150's

9:30 A.M. Public Works Director Eric Pierson

Discussion

1. Department update

Action

- 2. Approve Statutory Warranty Deed with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
- 3. Approve Temporary Construction Easement with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
- 4. Approve Right of Way Use Agreement with Wenatchee Reclamation District for Treatment Pond and Drainage Infrastructure
- Approve Resolution to Waiver from Competitive Bidding Requirements for Grader Transmission Repair
- 10:00 A.M. Flood Control District Administrator Eric Pierson
- 10:15 A.M. Community Development Director Deanna Walter

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

(10:15 A.M.) CONTINUE PUBLIC HEARING RE:

Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees

(10:15 A.M.) PUBLIC HEARING RE:

ZTA 24-430 Amendment to Leavenworth Municipal Code for adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area.

Action Items

- 1. Resolution for amendments to Title 3, Chapter 3.24
- 2. Resolution for the adoption of ZTA 24-430: Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

11:30 A.M. Chelan County Auditor Skip Moore

Discussion

1. Departmental Update

Action

2. Agreement with Kelley Create for New Printer Lease

Upcoming External Commissioners' Meetings & Conferences

June 30, 2025

12:00 P.M. LEOFF Disability Board | Commissioner Smith

July 3, 2025

9:00 A.M. NC OAC Meeting | Commissioner Overbay

7:00 P.M. Malaga Colockum Council Meeting | Commissioner Overbay

June 30, 2025 9:00 A.M. Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Anthony Duffy, Facilities Maintenance Step Increase
 - b) Daane Hagen, Community Development Step Increase
 - c) Jackie Gabaldo, Community Development Step Increase
 - d) Maribeth Daneker, Community Development Step Increase
 - e) Jeffrey Jones, Regional Justice Center New Hire
 - f) Travis Willms, Public Works Promotion
 - g) Chad Holaday, Expo Center Resignation
 - h) Robert Jourdan, Superior Court Judge Salary Increase
 - i) Kristin Ferrera, Superior Court Judge Salary Increase
 - j) Travis Brandt, Superior Court Judge Salary Increase
 - k) Tracy Brandt, Superior Court Judge Salary Increase
 - 1) Fona Sugg, Superior Court Judge Salary Increase
 - m) Anabel Torres, Commissioners Step Increase
- 4) Superior Court Judges Request to hire above step 4

CHELAN COUNTY COMMISSIONERS MINUTES OF JUNE 23&24, 2025

MONDAY, JUNE 23, 2025

9:00:32 A.M. Opening: Pledge of Allegiance

Chairman Smith calls the meeting to order. Present for session are, Commissioner Overbay, Commissioner Hawkins, County Administrator Cathy Mulhall, Budget Director Nicole Thompson, Clerk of the Board Anabel Torres, and Deputy Clerk Ana Arroyo.

9:01:06 A.M. Public Comment Period

Comments provided by the following member of the public:

Scott Meyers

9:06:50 A.M. Consent Agenda

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the consent agenda as follows:

- 1. Approval of Minutes
- 2. Vouchers as submitted and Listed
- 3. Payroll Changes:
 - a) Tyler Wells, Regional Justice Center Step Increase
 - b) Tanner Seims, Regional Justice Center Step Increase
 - c) Joanne Richards, Regional Justice Center Longevity
 - d) Heather Donithan, Regional Justice Center Longevity
 - e) Jacob Lewis, Regional Justice Center Resignation
 - f) Nicholas Yedinak, District Court Remove from Eden
 - g) Ryan Smolinsky, District Court Remove from Eden
 - h) Craig Wisemore, Public Works Stipend
 - i) Stewart Smith, Prosecuting Attorney Step Increase
 - j) Cindy Wright, Community Development Termination

9:08:11 A.M. Board Discussion

- Commissioner Overbay Shared Document pertaining to CD Public Hearing
- Surplus of County Property
- RiverCom 911 Meeting update
- Enchantment Stakeholders Meeting
- Land Trust Meeting

9:32:56 A.M. Recess

9:59:59 A.M. Back in Session

10:00:16 A.M. County Administrator Cathy Mulhall

Discussion

1. Administrative Update

10:00:59 A.M. Executive Session – Union Negotiations

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves to move into a 10-minute Executive Session Pursuant to RCW 42.30.140(4), to evaluate strategy and or positions related to collective bargaining negotiations.

Extend Executive Session by 10 minutes-Public Notified

10:21:29 A.M. Moved Back to Regular Session

10:21:50 A.M. Continued Departmental Update

10:30:12 A.M. PUBLIC HEARING RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom. Amber Hallberg and Alan Walker from Chelan-Douglas Community Action Council presented on use of CDBG funds.

10:37:22 A.M. Public Comment Opened

10:37:53 A.M. Public Comment Period Closed - No public comment provided

10:38:05 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

 Authorization for Amber Hallberg to submit application Motion to approve application for \$58,000 CDBG grant for Chelan-Douglas Community Action Council.

10:38:35 A.M. Chairman Smith closed the Public Hearing

10:38:41 A.M. Economic Services Administrative Assistant Paula Mikkelsen

10:45:41A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

- 1. Amendment #1 Agreement between Chelan County and Chelan County Regional Justice Center for Utilization of Consolidate Homeless Grant Funds (CHG)
- 2. Amendment #1 Agreement between Chelan County and Chelan Valley Hope for Utilization of Consolidate Homeless Grant Funds (CHG)

- Amendment #1 Agreement between Chelan County and Women's Resource Center –
 Bruce Transitional Housing for Utilization of Consolidate Homeless Grant Funds
 (CHG)
- 4. Amendment #1 Agreement between Chelan County and Women's Resource Center-RRH/Centralized Case Management for Utilization of Consolidate Homeless Grant Funds (CHG)
- 5. Amendment #1 Agreement between Chelan County and Wenatchee Valley Dispute Resolution Center for Utilization of Consolidate Homeless Grant Funds (CHG)
- 6. Amendment #1 Agreement between Chelan County and YMCA NCW for Utilization of Consolidate Homeless Grant Funds (CHG)

10:45:41 A.M. Action

Upon motion and second by Commissioner Overbay and Smith, the Commission approved the action items as presented. The motion passed by majority of vote, Commissioner Hawkins opposed.

 2025-26 Lodging Tax Fund Activities Grant Service Agreement with Visit Chelan County

10:46:14 A.M. Discussion

- 1. Memo Contract Adjustments
- 2. Department Update

11:00:35 A.M. Natural Resources Director Mike Kaputa

11:01:00 A.M. Executive Session RE: Real Estate

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves to move into 10 minutes Executive Session Pursuant to RCW 42.30.110(b) to consider the selection site or acquisition of real estate by lease or purchase.

Extend Executive Session by 10 minutes-Public Notified

11:24:06 A.M. Moved Back to Regular Session

Continued Departmental Update

11:27:24 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

- 1. Resolution: Emergency Declaration and Waiver of Competitive Bidding Procedures
- 2. Consulting Agreement with Natural Systems Design for Entiat River Watershed Alluvial Water Storage Restoration Assessment
- 3. Change Order No. 1 and Substantial Completion with Olin Excavation for Leavenworth National Fish Hatchery Bathrooom Improvement Project
- 4. Change Order No 001 and Notice of Substantial Completion for Emergency Contract with Blue Pine Fuels for Malaga Orchard Removal

Continued Departmental Update

11:31:42 A.M. Jail Director Chris Sharp

Discussion

1. Departmental Update

11:52:26 A.M. Recess until Tuesday

TUESDAY, JUNE 24, 2025

9:29:30 A.M. Back in Session

9:30:30 A.M. Public Works Director Eric Pierson

9:30:39 A.M. PUBLIC HEARING RE: Amending Section 9.04 of the Chelan County Code to Lower the Speed Limit on East Leavenworth Road

Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

9:40:48 A.M. Public Comment Opened

Comments provided by the following member of the public:

- Janet Frank
- Omar Canty

9:42:12 A.M. Public Comment Period Closed

9:42:42 A.M. Chairman Smith closed the Public Hearing

9:45:21 A.M. Continued Departmental Update

Discussion

- Solid Waste Financial Assistance Agreement with the State of Washington
 Department of Ecology Agreement No. SWMLSWFA-2025-ChCoPW-00263
- 2. Event Permit Chiwawa Communities Independence Parade
- 3. Event Permit Lake Chelan Poker Run Street Show
- 4. Open Item

9:47:11 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

- 1. Approve Resolution Amending Section 9.04 of the Chelan County Code to Lower the Speed Limit on East Leavenworth Road
- Electronically Approve Solid Waste Financial Assistance Agreement with the State of Washington Department of Ecology – Agreement No. SWMLSWFA-CHCoPW-00263

10:00 A.M. Flood Control Zone District Administrator Eric Pierson

9:50:58 A.M. Executive Session RE: Real Estate

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves to move into 10 minutes Executive Session Pursuant to RCW 42.30.110(b) to consider the selection site or acquisition of real estate by lease or purchase.

Extend Executive Session by 12 minutes—Public Notified

10:12:14 A.M. Moved Back to Regular Session

10:12:52 A.M. Recess

10:15:17 A.M. Back in Session

10:15:42A.M. Community Development Assistant Director Kirsten Ryles

10:16:00 A.M. Public Hearing Continued from (6/17/24) for Deliberation Purpose Only Re: Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

10:33:59 A.M. Action

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the action items as follows:

1. Continued Public Hearing Re: Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees to (7/1/25 at 10:15 a.m.) for Deliberation Purpose Only.

10:45:54 A.M. Executive Session RE: Pending Litigation

Upon motion and second by Commissioners Hawkins and Smith, the Commission unanimously approves to move into a 10-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Deputy Prosecutors Marcus Foster matters relating to potential litigation.

10:53:05 A.M. Moved Back to Regular Session

11:53:42 A.M. City of Cashmere Mayor Jim Fletcher

11:00 A.M. City of Entiat Mayor Renee Swearingen - Cancelled

11:08:59 A.M. Adjourn

Board adjourns until Monday, June 30, 2025.

Weekly Voucher Approval for Payment

Current Expense	\$ 134,094.00
Other Funds	\$ 992,319.87
Total all Funds	\$ 1,126,413.87

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ANABEL TORRES, Clerk of the Board

Upcoming External Commissioners' Meetings & Conferences

June	23, 2025	
	8:00 A.M.	KOZI Radio Interview Commissioner Hawkins
	6:00 P.M.	Enchantment Stakeholder Meeting Commissioner Smith
June	24, 2025	
	8:30 A.M.	KPQ Radio Interview Commissioner Overbay
June	25, 2025	
	1:00 P.M.	LTAC Meeting Commissioner Smith
	1:30 P.M.	MRSC Board Meeting Commissioner Overbay
	6:30 P.M.	MRSC Board Dinner Commissioner Overbay
June	26, 2025	
	1:30 P.M.	Firing Range Relocation Discussion Commissioner Overbay
June	27, 2025	
	8:00 A.M.	Farm Bureau Meeting Commissioner Overbay



Employee Payroll Change Notice

EFFECTIVE DATE: <u>06/01/202</u>5

(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 006261 (leave blank if new employee)	☐ New Hire* ☐ Promotion
Name Anthony Duffy	■ Step Increase
Department Facilities Maintenance	☐ Transfer☐ Reclassification☐ Termination
Position Title Utility Worker II	Retirement
Pay Grade PW1 Pay Step 4	☐ Remove From Eden ☐ Resignation ☐ Other
Status Full Time Union Crthsebarg (full time, part time, temp)	*Attach copy of offer letter
Account Number 010.055.51830.11.237 (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
Scheduled Step Increase From 3 to 4	Step 2: Step 3: Step 4: Step 5: 06/01/2026 Step 6: 06/01/2028 Step 7: 06/01/2030 Step 8: 06/01/2032
SIGNATURES	
Department Authorization	Date 06/25/2025
Human Resources Review	Date 6/25/2025
Commissioner Approval	Date



Employee Payroll Change Notice

EFFECTIVE DATE: <u>06-01-2025</u>

(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 006011 (leave blank if new employee) Name Jackie Gabaldo	☐ New Hire* ☐ Promotion
Department Community Development	Step IncreaseTransferReclassificationTermination
Position Title Permit Technician	Retirement
Pay Grade PW12 Pay Step 4	☐ Remove From Eden ☐ Resignation
Status FULL Union PTC (full time, part time, temp)	□ Other *Attach copy of offer letter
Account Number 010.020.52420.11.608 (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
Step 4 -will need to retro to month of June please	Step 2: Step 3: Step 4: 06-01-2025 Step 5: 06-01-2026 Step 6: 06-01-2028 Step 7: 06-01-2030 Step 8: 06-01-2032
SIGNATURES	
Department Authorization Kuller Blee Human Resources Review	Date 6/25/2025
Commissioner Approval	Date



EFFECTIVE DATE: <u>07-01-2025</u>

(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 006020 (leave blank if new employee)	☐ New Hire* ☐ Promotion
Name Maribeth Daneker Department Community Development	Step IncreaseTransferReclassification
Position Title Permit Clerk	☐ Termination ☐ Retirement
Pay Grade PW09 Pay Step 4	☐ Remove From Eden☐ Resignation☐ Other
Status FULL Union PTC (full time, part time, temp)	*Attach copy of offer letter
Account Number 010.020.55860.11.103 (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
	Step 2: Step 3: Step 4: 07-01-2025
	Step 5: 07-01-2026 Step 6: 07-01-2028 Step 7: 07-01-2030
	Step 8: 07-01-2032
SIGNATURES	
Department Authorization Tyrteshall	Date 6/23/25
Human Resources Review	Date 6/25/2025
Commissioner Approval	Date

Updated 6/2019

 ${\it Return\ completed\ form\ to\ Human\ Resources}.$



Employee Payroll Change Notice

EFFECTIVE DATE: <u>06-01-2025</u>

(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 005735 (leave blank if new employee)	☐ New Hire*
Name Daane Hagen	☐ Promotion ☐ Step Increase
Department Community Development	☐ Transfer ☐ Reclassification
Position Title Permit Technician	☐ Termination ☐ Retirement
Pay Grade PW12 Pay Step 4	☐ Remove From Eden ☐ Resignation
Status FULL Union PTC (full time, part time, temp)	Other *Attach copy of offer letter
Account Number 010.020.52420.11.610 (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
Step 4 -will need to retro to month of June please	Step 2: Step 3: Step 4: 06-01-2025 Step 5: 06-01-2026 Step 6: 06-01-2028 Step 7: 06-01-2030 Step 8: 06-01-2032
SIGNATURES	
Department Authorization Ruteur Rec	Date 6/28/25
Human Resources Review	Date 6/25/2025
Commissioner Approval	Date



EFFECTIVE DATE: <u>07/07/2025</u>

(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # (leave blank if new employee)	■ New Hire*
Name JEFFREY JONES	☐ Promotion☐ Step Increase
Department Regional Justice Center	☐ Transfer ☐ Reclassification
Position Title Business Manager	☐ Termination ☐ Retirement
Pay Grade PW 19 Pay Step Step 4	☐ Remove From Eden☐ Resignation
Status Full Time Union Exempt (full time, part time, temp)	☐ Other *Attach copy of offer letter
Account Number 150.001.52360.11.684 (required for new hir	es)
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
Mr. Jeffrey Jones is filling the open Business Manager position within the jail. He is starting at step 4 which will make his monthly salary \$6,450.00	Step 2:
SIGNATURES	
Department Authorization	Date 6-23-25
Human Resources Review	Date 6/25/2025
Commissioner Approval	Date

Updated 6/2019



EFFECTIVE DATE: 7/1/2025 (Hire date for new employees) **EMPLOYEE INFORMATION REASON FOR CHANGE** Employee # _004169 (leave blank if new employee) ☐ New Hire* Promotion Name _Travis Willms ☐ Step Increase ☐ Transfer Department _ Public Works - Cashmere District ☐ Reclassification ☐ Termination Position Title Cashmere District Assistant Foreman Retirement ☐ Remove From Eden RC09H Pay Step _____ Pay Grade_ ☐ Resignation \square Other Status Full Time Union Road Crew *Attach copy of offer letter (full time, part time, temp) Account Number _____ (required for new hires) **COMMENTS / ADDITIONAL INFORMATION STEP SCHEDULE** (New Emp) Step 2: _____ Step 3: Step 4: _____ Step 5: Step 6: Step 7: _____ Step 8: _____ Step 9:___ **SIGNATURES** Department Authorization Date 6/25/2025 **Human Resources Review Commissioner Approval** Date



EFFECTIVE DATE: 06/20/2025

(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 006426 (leave blank if new employee)	☐ New Hire*
Name Chad Holaday	☐ Promotion ☐ Step Increase
Department Economic Services / Expo Center	☐ Transfer ☐ Reclassification
Position Title Assistant Expo Center Director	☐ Termination☐ Retirement
Pay Grade PW 18 Pay Step Step 5	Remove From Eden Resignation
Status Full Time Union non-barg (full time, part time, temp)	☐ Other *Attach copy of offer letter
Account Number 121.001.57370.11.000 - 50% / 120.57548.11.000 - 50% (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
	Step 2:
	Step 3:
	Step 4:
	Step 5:
	Step 6:
	Step 7:
	Step 8:
SIGNATURES	
Department Authorization	Date 06/25/2025
Human Resources Review	Date 6/25/2025
Commissioner Approval	Date



Employee Payroll Change Notice

EFFECTIVE DATE: 7/1/2025

(Hire date for new employees)

EMPLOYEE INFORMATION.	Profession (Theorem 2005) and the second sec	REASON FOR CHANGE
Employee # <u>005448</u>	(leave blank if new employee)	☐ New Hire*
_{Name} Robert E. Jourdan		☐ Promotion☐ Step Increase☐ Transfer
Department Superior Cou	rt Judge	☐ Reclassification
Position Title Judge		☐ Termination ☐ Retirement
Pay Grade <u>n/a</u>	Pay Step n/a	☐ Remove From Eden☐ Resignation☐ Other see attached
Status FT (full time, part time, temp)	Union n/a	*Attach copy of offer letter
Account Number 010.155.5		
COMMENTS / ADDITIONAL	INFORMATION	STEP SCHEDULE (New Emp)
	7/01/2025. The County's half of that amount is \$118,730.	Step 2: Step 3: Step 4: Step 5: Step 6: Step 7: Step 8:
SIGNATURES		
Department Authorization Human Resources Review		Date 6/25/2025
Commissioner Approval	- FUS	Date



Employee Payroll Change Notice

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 004647 (leave blank if new employee)	☐ New Hire*
Name Kristin M. Ferrera	☐ Step Increase
Department Superior Court Judge	☐ Transfer☐ Reclassification☐ Termination
Position Title Judge	☐ Retirement
Pay Grade <u>n/a</u> Pay Step <u>n/a</u>	☐ Remove From Eden☐ Resignation☐ Other see attached
Status FT Union n/a (full time, part time, temp)	*Attach copy of offer letter
Account Number 010.155.51221.11.563 (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
Salary increases to \$237,460 effective 07/01/2025. The County's half of that amount is \$118,730.	Step 2: Step 3: Step 4: Step 5: Step 6: Step 7: Step 8:
SIGNATURES	
Department Authorization	Date 6/17/25
Human Resources Review	Date 6/25/2025
Commissioner Approval	Date



Employee Payroll Change Notice

EFFECTIVE DATE: $\frac{1}{2}$ [Word of the date for new employees]

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 004667 (leave blank if new employee)	☐ New Hire*☐ Promotion
Name Travis C. Brandt	☐ Step Increase
Department Superior Court Judge	☐ Transfer☐ Reclassification☐ Termination
Position Title Judge	Retirement
Pay Grade <u>n/a</u> Pay Step <u>n/a</u>	☐ Remove From Eden☐ Resignation☐ Other see attached
Status FT Union n/a (full time, part time, temp)	*Attach copy of offer letter
Account Number 010.155.51221.11.562 (required)	
COMMENTS / ADDITIONAL INFORMATION ,	STEP SCHEDULE (New Emp)
Salary increases to \$237,460 effective 07/01/2025. The County's half of that amount is \$118,730.	Step 2: Step 3: Step 4: Step 5: Step 6: Step 7: Step 8:
SIGNATURES	
Department Authorization Human Resources Review	Date 6/25/2025
Commissioner Approval	Date



Employee Payroll Change Notice

EFFECTIVE DATE: 07/01/2025
(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 004737 (leave blank if new employee)	☐ New Hire*
Name Tracy S. Brandt	☐ Step Increase
Department Superior Court Judge	☐ Transfer☐ Reclassification☐ Termination
Position Title Court Commissioner	Retirement
Pay Grade n/a Pay Step n/a	☐ Remove From Eden☐ Resignation☐ Other see attached
Status FT Union n/a (full time, part time, temp)	*Attach copy of offer letter
Account Number 010.155.51221.11.564 (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
The Court Commissioner's salary is 88.5% of the salary of a Superior Court Judge. Effective 07/01/2025 that amount increases to \$210,152.10.	Step 2: Step 3: Step 4: Step 5: Step 6: Step 7: Step 8:
SIGNATURES	
Department Authorization	Date 6 17 25
Human Resources Review	Date6/25/2025
Commissioner Approval	Date



Employee Payroll Change Notice

EFFECTIVE DATE: 07/01/2025
(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE
Employee # 000720 (leave blank if new employee)	☐ New Hire*
Name Fona Sugg	☐ Promotion ☐ Step Increase ☐ Transfer ☐ Reclassification ☐ Termination ☐ Retirement ☐ Remove From Eden ☐ Resignation ☐ Other _ct. comr. stipend
Department Superior Court Judge Position Title Court Administrator	
Pay Grade PW24 Pay Step 8	
Status <u>FT</u> Union <u>n/a</u> (full time, part time, temp)	*Attach copy of offer letter
Account Number 010.155.51221.11.567 (required)	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)
Monthly stipend of \$808.24 for ex parte court commissioner services. Amount based on adjusted FT court commissioner hourly rate of pay.	Step 2: Step 3: Step 4: Step 5: Step 6: Step 7: Step 8:
SIGNATURES	
Department Authorization Human Resources Review	Date 6/25/2025
Commissioner Approval	Date



EFFECTIVE DATE: 7/1/2025
(Hire date for new employees)

EMPLOYEE INFORMATION	REASON FOR CHANGE	
Employee # 005304 (leave blank if new employee) Name Anabel Torres	New Hire*□ Promotion■ Step Increase	
Position Title Clerk of the Board Pay Grade PW15 Pay Step 6 Status FT Union non-barg (full time, part time, temp) Account Number 010.045.5116011.215 (required)	☐ Transfer ☐ Reclassification ☐ Termination ☐ Retirement ☐ Remove From Eden ☐ Resignation ☐ Other *Attach copy of offer letter	
COMMENTS / ADDITIONAL INFORMATION	STEP SCHEDULE (New Emp)	
	Step 2: Step 3: Step 4: Step 5: Step 6: Step 7: 7/1/2027 Step 8: 7/1/2029	
SIGNATURES		
Department Authorization Human Resources Review Commissioner Approval	Date 6/23/2025 Date 6/25/2025 Date	

Superior Court of the State of Washington For Chelan County

Robert E. Jourdan, Judge Department 1 Travis C. Brandt, Judge Department 2



Kristin M. Ferrera, Judge Department 3 Tracy S. Brandt Court Commissioner

401 Washington Street P.O. Box 880 Wenatchee, Washington 98807-0880 Phone: (509) 667-6210 Fax (509) 667-6588

MEMORANDUM

Date:

June 24, 2025

To:

Board of Chelan County Commissioners

Cathy Mulhall, County Administrator

From:

Fona Sugg, Superior Court Administrates

Re:

Step 8 Compensation Request

We have been working with an applicant to fill the existing Superior Court Staff Attorney position. As you know, this position was redesigned and reclassified earlier this year, but has been vacant for nearly a year so we are very excited to finally have such an exceptionally qualified applicant.

The applicant has been an attorney for more than 12 years and brings with him expertise that uniquely qualifies him for this position. In addition to performing legal research and pre-hearing reviews of cases, preparing memoranda, and drafting decisions for judicial officers as a senior attorney advisor, the applicant previously served as an administrative judge for the Tennessee Healthcare Finance Administration. This experience makes him an ideal candidate to fulfill the in-court commissioner duties of the position.

We strongly believe the applicant's qualifications and experience merit a step 8 on the established pay scale and are requesting to hire at that step. However, if for some reason the Board is unable to approve hiring at that step, we request he be brought in at a step 7 for a period of six months and then moved to a step 8 after a successful introductory period with our Court. Additionally, based on his nearly 11 years of government experience, we are requesting authority to offer a bank of 80 hours of annual leave effective upon the applicant's date of hire and to have leave accrue at the rate of an employee with 10 years of service.

I am happy to answer any questions you may have related to this request. Thank you for your consideration.

ADMINISTRATIVE AGENDA June 30, 2025

10:00 AM PUBLIC HEARING: SUPPLEMENTAL BUDGET APPROPRIATION

DISCUSSION ITEMS:

- 1. Executive Session RE: Potential Litigation
- 2. 2026 Budget Process & Calendar
- 3. Administrative Update

ACTION ITEMS:

- 1. Resolution RE: Supplemental Budget Appropriation
- 2. Resolution RE: 2026 Budget Calendar
- 3. Request to fill position in Coroner's Office
- 4. Resolution RE: Annexation of Property into Fire District #7 (2024-03-F7 McIntyre)

Resolution 2025-

Re: Supplemental Budget Appropriation – Various Funds

WHEREAS, the following fund(s) has received additional revenues and do not have an adequate level of budget appropriation to make all necessary expenditures:

•	Sheriff		\$38,417
•	REET Technology	\$297	
•	Opioid Assessment		\$365,961
•	Election Reserve		\$30,000
•	Criminal Justice Sales Tax		\$1,000,000
•	Rural Counties Tax		\$3,000,000
•	Olds Station Campus Const. Proj	ect	\$7,000,000

WHEREAS, these additional budget expenditures were not anticipated when preparing the 2025 budget; and

WHEREAS, in accordance with RCW 36.40.140 a public hearing must be held to authorize additional budget appropriations,

NOW, THEREFORE, BE IT HEREBY RESOLVED that a supplemental budget appropriation in the amount of \$11,434,675 be allocated to the Chelan County 2025 budget as follows:

Fund:	010.145		Title: Sheriff's Office	
	Expenditures:	52123.35.000	Small Tools & Minor Equipment	\$7,190
		52520.30.000	Supplies	\$2,694
		52520.35.000	Small Tools & Minor Equipment	\$7,558
		52520.35.010	Computer/Supplies	\$2,975
		52110.90.530	Motorpool	\$18,000
	Revenue:	33397.06.000	Homeland Security Grant	\$20,417
		33403.10.000	DOE – Spill Response Grant	\$18,000
Fund:	Fund: 126.001		Title: REET Technology	
	Expenditures:	51424.90.000	Central Service Charges	\$297
	Revenue:	30880.00.000	Beginning Fund Balance	\$297
Fund:	and: 141.001		Title: Opioid Assessment	
runa.			Title. Oploid Assessment	
	Expenditures:	56276.40.000	Contract/Agreement	\$365,961
	Revenue:	36900.00.000	Opioid Assessment	\$19,587
		39700.00.699	Transfer In	\$346,374
D 1	177.00	1	mid m d n	
Fund:	Fund: 175.001		Title: Election Reserve	
	Expenditures:	51440.35.000	Small Tools & Minor Equipment	\$30,000

	Revenue:	30880.00.000	Fund Balance	\$30,000
Fund:	d: 190.001		Title: Criminal Justice Sales Tax	
	Expenditures: Revenue:	59700.00.307 30880.00.000	Transfer Out – Olds Station Campus Beginning Fund Balance	\$1,000,000 \$1,000,000
Fund:	: 198.001		Title: Rural Counties Tax	
	Expenditures: Revenue:	59700.00.307 30880.00.000	Transfer Out – Olds Station Campus Beginning Fund Balance	\$3,000,000 \$3,000,000

Fund:	307.001		Title: Olds Station Campus Construction Project		action Project
	Expenditures: Revenue:		Transf Transf	3	\$7,000,000 \$1,000,000 \$3,000,000 \$3,000,000

DATED at Wenatchee, Washington this 30th day of June, 2025.

BOARD OF CHELAN COUNTY COMMISSIONERS

	SHON SMITH, CHAIRMAN
ATTEST: ANABEL TORRES	KEVIN OVERBAY, COMMISSIONER
Clerk of the Board	BRAD HAWKINS, COMMISSIONER



STATE OF WASHINGTON CHELAN COUNTY

BOARD OF COMMISSIONERS

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801 T: 509.667.6215 | F: 509.667.6599

June 25, 2025

TO: Skip Moore, Chelan County Auditor

FROM: Nicole Thompson, Budget Director

SUBJECT: 2026 Budget Calendar

The following dates are scheduled for preparation of the 2026 Chelan County Budget:

July 8, 2025 Auditor distributes departmental requests.

August 29, 2025 Narratives and departmental requests submitted by departments to

Commissioners through OpenGov.

September 29 thru Commissioners hold budget hearings with elected officials

October 10, 2025 and department heads.

October 13 thru Commissioners hold budget workshops as

October 31, 2025 needed.

November 3, 2025 Commissioners adopt preliminary budget. The property tax levy is

established.

November 10, 2025 Budget Director posts preliminary budget on website.

November 10 thru Commissioners continue budget workshops as needed.

December 4, 2025

November 27 & Notice of Budget Hearing published for 2 consecutive

December 4, 2025 weeks.

December 1, 2025 Cities, towns and taxing districts file budgets and tax levy with

Commissioners.

December 8, 2025 Public Hearing for adoption of 2026 Budget.

December 15, 2025 Commissioners certify levy amount to Assessor.

Resolution 2025-

RE: The Matter of Setting Dates for the 2026 Budget Hearings in Chelan County

WHEREAS, R.C.W. 36.40.010; R.C.W. 36.40.030; R.C.W. 363.40.040; R.C.W. 36.40.050; R.C.W. 36.40.060; R.C.W. 36.40.070 and R.C.W. 36.40.071 provides for establishing dates for the budget process and hearings; and,

WHEREAS, the Chelan County Commissioners on July 8, 2025, elected to establish a budget hearing for December 8, 2025 at 10:00 a.m.

NOW THEREFORE BE IT HEREBY RESOLVED that the following alternate dates are established:

- Not later than July 8, 2025, the County Auditor shall notify each county official in writing
 requesting a detailed and itemized estimate both of the probable revenues from sources other
 than taxation, and of all expenditures required by such office for the ensuing year. The budget
 forms to be completed will be supplied at this time and are to be used exclusively;
- Each Department or Office, shall submit an estimated budget budget proposal to the Budget
 DirectorCommissioners, through OpenGov, no later than August 29, 2025. There upon the
 Budget Director shall prepare the county budget document which sets forth the complete
 financial program of the County for the ensuing calendar year showing the expected program of
 revenue by which it is to be financed.
 - Each such official shall file their estimates within the time and in the manner provided in the notice and form otherwise the Auditor may deduct and withhold as a penalty from the salary of each official failing or refusing to file such estimates as herein provided the sum of fifty dollars for each day or delay; provided that the total penalty against one official shall not exceed two-hundred fifty dollars in any one year.
- Each such official shall file with the Budget Director with the Commissioners, through OpenGov, narrative outlining operation and any updates or changes to said operations no later than August 29, 2025.
- 4. The "Departmental Estimates Requests" budget shall be prepared by the Budget Director, from the budget proposals, and shall be submitted to the Board of Commissioners on or before September 19, 2025. The Commission along with the County Administrator and the County Auditor shall review and make any revisions and additions it deems advisable:

- Commencing September 229 through October 102, 2025, by invitation of the Board of Commissioners, the Board of Commissioners shall meet in a workshop with each Elected Official and/or Department Heads to discuss individual budget requests or concerns.
- A Preliminary Budget shall be adopted on November 3, 2025. The Preliminary budget will be returned to the Budget Director for final formatting. Budget Director budget document ready for posting on the website on or before November 10, 2025.
- 7. November 6, 2025 first publication of the adoption of the County preliminary budget;
- 8. November 13, 2025 second publication of the adoption of the County preliminary budget.
- 9-7. Per R.C.W. 84.52.020, It shall be the duty of the city council or other governing body of every city, other than a city having a population of three hundred thousand or more, the board of directors of school districts of the first class, the superintendent of each educational service district for each constituent second-class school district, commissioners of port districts, commissioners of metropolitan park districts and of all officials or boards of taxing districts within or coextensive with any county required by law to certify to the county legislative authority, for the purpose of levying district taxes, budgets or estimates of the amounts to be raised by taxation on the assessed valuation of the property in the city or district, through their chair and clerk, or secretary, to make and file such certified budget or estimates with the clerk of the board of the County legislative authority on or before the 13th day of November 1st day of December.

Per R.C.W. 84.52.070, It shall be the duty of the county legislative authority of each county, on or before the 15th day of December in each year, to certify to the county assessor of the county the amount of taxes levied upon the property in the county for county purposes, and on or before the first Monday in December the respective amounts of taxes levied by the board for each taxing district, within or coextensive with the county, for district purposes. It shall be the duty of the council of each city having a population of three hundred thousand or more, and of the council of each town, and of all officials or boards of taxing districts within or coextensive with the county, authorized by law to levy taxes directly and not through the county legislative authority, on or before the 30th day of November1st day of December in each year, to certify to the Assessor of the county the amount of taxes levied upon the property within each city, town or district for city, town or district purposes. If a levy amount is not certified to the County Assessor by the applicable deadlines of this section, the county assessor shall use no more than the certified levy amount for the previous year for the taxing district: PROVIDED, that this shall not apply to the state levy or when the assessor has not certified

Formatted: Superscript

assessed values as required by R.C.W. 84 November 30 th .	.48.130 at least twelve working days prior to	
41.9. November 10, 2025 through Deco provide additional status sessions and/or		
<u>12.10.</u> November 27, 2025 first publicati		
13.11. December 4, 2025 second publication		
10 a.m., and if necessary, will continue the	ounty budget will commence on December 8, 2025 at arrough December 15, 2025 .	
The annual 2026 budget shall be adopted	no later than December 15, 2025 .	
DATED at Wenatchee, Washington this 7th 30th	day of Ju <u>nely,</u> 2025.	Formatted: Superscript
BOARD	OF CHELAN COUNTY COMMISSIONERS	
	SHON SMITH, CHAIRMAN	
	KEVIN OVERBAY, COMMISSIONER	
ATTECT, ANADEL TODDES	BRAD HAWKINS, COMMISSIONER	
ATTEST: ANABEL TORRES		

Clerk of the Board



Chelan County Coroner's Office

415 Washington Street, Suite 205 • Wenatchee, WA 98801-2879 Office: (509) 667-6431 • Fax: (509) 667-6625

> Wayne E Harris, Coroner Earl J. Crowe, Chief Deputy Coroner

June 26, 2025

To:

Board of County Commissioner

From: Coroner

Re: Additional Position

Commissioners,

The Coroner's Office is requesting the approval to temporarily add an additional Chief Deputy Coroner starting in October 2025 to assist with the transition when the current Coroner retires at the end of the year. This would allow time for training and keep the continuity of service for the office. The cost of the request for the three months is as follows:

Additional Chief Deputy Coroner:

PW 19 (Step 4)

\$19,350

Benefits

\$7,034

Total Additional for 2025

\$26,384

The approval will allow the office to move forward with the hiring process to have someone in place by October. The step above is just an estimation and not a guarantee that we will hire someone at that level.

Respectfully,

Wayne E. Harris, Coroner

Waye E. Aas

Resolution No. 2025 ___ RE: Annexation of Unincorporated Property Into Chelan County Fire District No. 7 Boundaries (2024-03-F7 McIntyre)

WHEREAS, Chelan County Fire District No. 7 was presented with a petition requesting to annex 11.7 acres at 121 Downie Canyon Road Chelan, WA 98816, Parcel No. 272229230060 and 9.4 acres at Unassigned, Chelan, WA 98816 Parcel No. 272230140050 owned by Catherine & Eric McIntyre into Chelan County Fire District No. 7 boundaries, and

WHEREAS, this property is adjacent or contiguous to the corporate boundaries of Chelan County Fire District No. 7, and the District is capable of furnishing fire protection services to the designated area, and

WHEREAS, the Chelan County Assessor has found the petition to be sufficient in accordance with RCW 52.04.31,

WHEREAS the Boundary Review Board has indicated agreement with the proposed actions in its proceedings of September 25, 2024,

WHEREAS, the Board of Commissioners of Fire District No. 7, presented and approved Resolution 2024-04 which itself approved and accepted the Petition for Annexation and supporting documents at a public meeting held on July 17, 2024 with no person or agency that opposed in accordance with RCW 52.04.051.

NOW THEREFORE BE IT RESOLVED that the Board of Chelan County Commissioners concur with the adoption of Fire Commissioners of Chelan County Fire District No. 67 Resolution No. 2024-04 accepting this property into their fire protection district.

DATED this 30 th day of June, 2025,	
CHELAN COUNTY COMMISSIONERS	
	SHON SMITH, CHAIRMAN
ATTEST: ANABEL TORRES	KEVIN OVERBAY, COMMISSIONER
CLERK OF THE BOARD	BRAD HAWKINS, COMMISSIONER

2024-03-FT- MCINTYRE

RECEIVED

PETITION FOR ANNEXATION

APR 03 2024

TO: Fire Commissioners, Chelan County Fire Protection District No. 7, DBA Chelan Fire and Rescue. CHELAN COUNTY ASSESSOR

The undersigned, who constitute sixty (60) percent or more of the area of land for which this annexation is petitioned, respectfully petition the Fire Commissioners of Chelan County Fire Protection District No. 7 DBA Chelan Fire and Rescue, for the annexation of such areas into said Fire Protection District upon the following showing:

I.

That the area proposed to be annexed into the said District is described as follows:

SEE EXHIBIT "A" ATTACHED

11.

That the above-described area is not within the areas of a city or town or other fire protection district.

Ш.

That the purpose of such annexation would be the obtaining of fire protection and prevention facilities for such district that would be conducive to the public safety, welfare, and convenience of the population of the area and would be of benefit to the property included within.

IV.

Attached hereto and incorporated herein as Exhibit "A" is a plat that outlines the boundaries of the property sought to be annexed.

V.

The area to be annexed shall assume any financial obligations of Chelan County Fire District No. 7, as it now exists at the time of this petition. Wherefore, the petitioners ask the said Commissioners to approve such annexation, and they cause that said petition to be filed with the Auditor of Chelan County, Washington, to examine the validity of the signatures hereon.

Eric McIntyre
Print Name
Signature Oct 1, 2023 Date
Catherine McIntyre
Print Name
Signature Date
Parcel 272229230060 at 121 Downie Canyon Rd, Chelan, WA - AND -
Parcel 272230140050 at Unassigned, Chelan, WA Parcel Address
1 arct Maries
eric@classg.net
Email Address
303-547-5728
Phone

Signed Petitions may be emailed to basher@cfr7.org

Knapp Coulee Area 2023 Annexation Legal Description for Chelan County Fire District 7

Parcel Description

Portions of the Northwest Quarter of Section 29 and the Northeast Quarter of Section 30, all in Township 29 North, Range 22 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows:

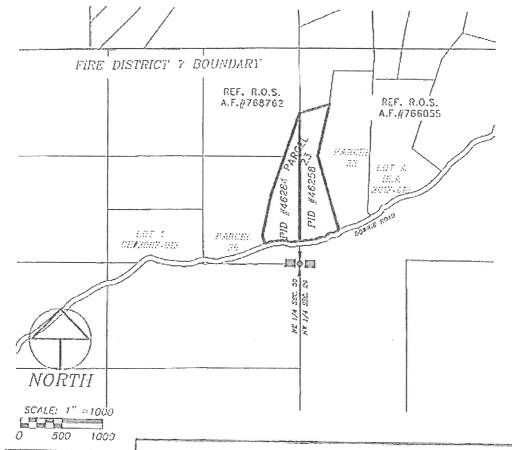
1) PID #46258 & #46264 (reference deed Auditor's File No. 9405170074):

Lot 23 of the record of survey of Batte Ridge, a parcel of properly situated in Sections 29, and 30, Township 27 North, Range 22 E.W.M., Chefan County, recorded January 26, 1977 in Book 4 of Surveys at page 34, under Chefan County Auditor's File No. 768762.

Page 16f 1 September 6, 2022 Planatic Serveying 601 W Wood in Ave - PO Box 1407 Chelon WA - 509-682-2266

Knapp Coulee 2023 Annexation Exhibit FOR Chelan County Fire District 7

NW \(\frac{1}{2} \) of Section \(\frac{29}{29} \) & NE \(\frac{1}{2} \) of Section \(\frac{30}{20}, \) all in Township \(29 \) North, Range 22 East of the Willamette Meridian



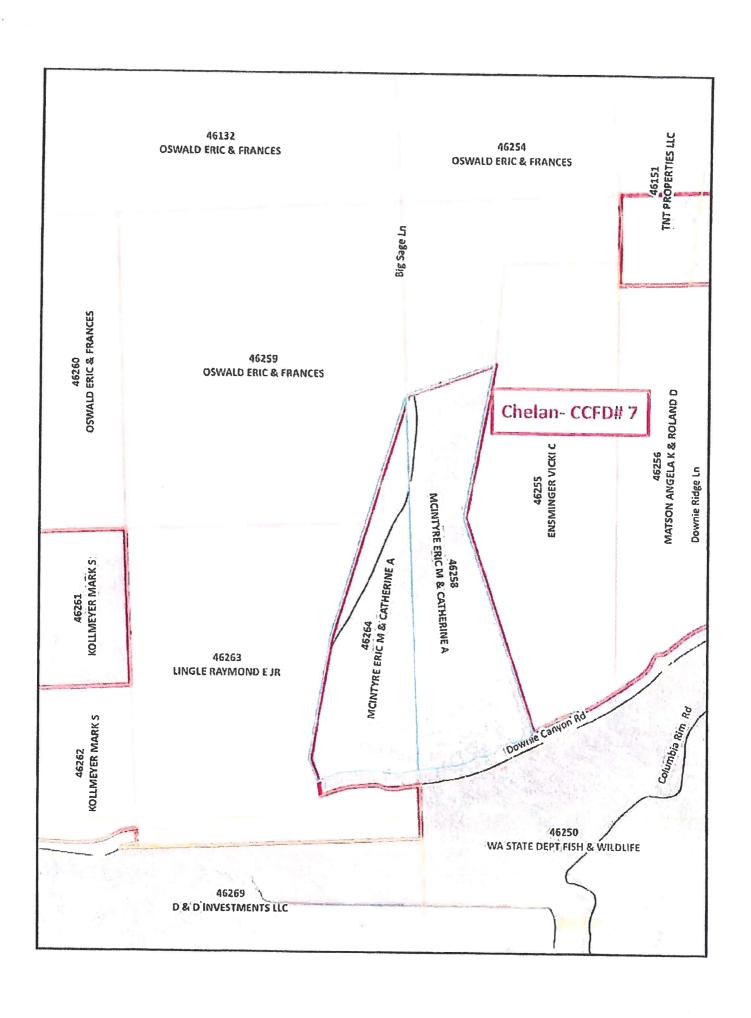


Pinnacle Surveying

Tim Hollingsworth, PLS

Jivi N. Woodin Ave., P.O. Box 1107 - Chelan Washington, 98816 509.682.2266 - holly@pinnacle-surveying.com

ORAWN BY: AW	LAYOUT: SKETCH
DATE: Sep. 6, 23	FILE NO: KNAPP COULEE 2023 SKETCH.dwg
SCALE: 1" = 1000"	JOB NO: H: \219006\Dwg





CHELAN FIRE and RESCUE

To whom it may concern,

Chelan Fire and Rescue has been approached by property owner(s) and/or has responded to emergency 911 calls in your area, which are outside of our jurisdiction. We would like to invite you to join the fire district through an annexation process as outlined in RCW 52.04.031, 041 and 051, copies of which have been added to the end of this document.

The Washington Survey and Rating Bureau provides fire protection ratings for properties within a fire district/department. Any property outside of a fire district/department will generally receive a Fire Protection class 10 rating, resulting in the highest fire insurance premiums, if insurance can even be obtained. If you are currently enjoying a fire protection class rating of a nearby fire department, but are not in their jurisdiction, your insurance coverage may be compromised if a claim is filed. You can check to see if you are in a fire district/department by checking your tax statement or going to the county assessor site and seeing if you pay taxes to a fire district or fire department. If your property is annexed into the fire district, your Fire Protection Class will drop to a 9a or possibly lower, which should provide a reduction in your insurance premiums.

If you agree that your property may be annexed into the fire district, you will be charged a property tax rate per thousand dollars of your property's assessed valuation ("AV"). The current authorized rate for the fire district is \$0.87 per thousand and cannot exceed the maximum rate of \$1.50 per thousand dollars AV.

To determine what your fire tax would be, if your property was annexed into the fire district, take the AV of your property, divide by 1,000, and multiply by \$0.87 or whatever the actual current rate per thousand is. The actual current rate per thousand can be obtained from Chelan Fire and Rescue. For example, if your property is worth \$250,000, your property tax would be \$217.50 (\$250,000 divided by \$1,000 multiplied by \$0.87).

Following this process, if Chelan Fire and Rescue is requested to respond to an emergency on your property, we will be required to bill you for our services in order that we comply with RCW 52.12.160 and the Washington Constitution. Otherwise our services would be considered a gift of public funds (services) which is illegal under Article VIII Section 7 of the Washington Constitution.

We look forward to working with you for improved fire and emergency services protection.

Respectfully,

Brandon Asher Fire Chief

Annexation Petition.

If you would like to be considered for annexation into the fire district, please sign each of the properties listed that you are the legal owner of. If there are additional parcels, please add them to the list.

If you do not want to be annexed into the fire district, write no in the signature space and initial it.

Knapps Coulee Area:

McIntrye, Eric and Catherine 121 Downie Canyon Road	T 27N R 22EWM S 30 PT OF E1/2SENE N OF ROAD	Road Side
Chelan, WA. 98816	9.4000 ACRES	
	Property ID: 46264	
	Geo: 272230140050	
	Downie Canyon Road	
	Chelan, WA. 98816	
	T 27N R 22EWM S 29 PT	Road Side
McIntrye, Eric and Catherine	W1/2W1/2W1/2NW N OF	
121 Downie Canyon Road Chelan, WA. 98816	RD 11.7000 ACRES	
	Property ID: 46258	
	Geo: 272229230060	
	121 Downie Canyon Road	
	Chelan, WA. 98816	

RCW 52.04.031

Annexation by petition method—Petition—Signers—Content.

A petition for annexation of an area adjacent to a fire district shall be in writing, addressed to and filed with the board of fire commissioners of the district to which annexation is desired. Such territory may be located in a county or counties other than the county or counties within which the fire protection district is located. It must be signed by the owners, according to the records of the county auditor or auditors, of not less than sixty percent of the area of land included in the annexation petition, shall set forth a legal description of the property and shall be accompanied by a plat which outlines the boundaries of the property to be annexed. The petition shall state the financial obligation, if any, to be assumed by the area to be annexed.

RCW 52.04.041

Annexation by petition method—Hearing—Notice.

If the petition for annexation filed with the board of commissioners complies with the requirements of law, the board may accept the petition, fix a date for public hearing, and publish notice of the hearing in a newspaper of general circulation in the area proposed to be annexed and also post the notice in three public places within the area proposed for annexation. The notice shall specify the time and place of the hearing and invite interested persons to attend. The expense of publication of the notice shall be paid by the district.

RCW 52.04.051

Annexation by petition method—Resolution providing for annexation.

After the hearing, the board of fire commissioners shall determine by resolution whether the area shall be annexed. It may annex all or any portion of the proposed area but may not include in the annexation property not described in the petition. The proposed annexation shall be subject to action by the county legislative authority, as provided under RCW , to the same extent as if the annexation were done under the election method of annexation. If the area proposed to be annexed under this procedure is reduced, the annexation shall occur only if the owners of not less than sixty percent of the remaining area have signed the petition. After adoption of the resolution a copy shall be filed with the county legislative authority or authorities within which the territory is located.

PETITION FOR ANNEXATION

TO: Fire Commissioners, Chelan County Fire Protection District No. 7, DBA Chelan Fire and Rescue.

The undersigned, who constitute sixty (60) percent or more of the area of land for which this annexation is petitioned, respectfully petition the Fire Commissioners of Chelan County Fire Protection District No. 7 DBA Chelan Fire and Rescue, for the annexation of such areas into said Fire Protection District upon the following showing:

I.

That the area proposed to be annexed into the said District is described as follows:

SEE EXHIBIT "A" ATTACHED

11

That the above-described area is not within the areas of a city or town or other fire protection district.

III

That the purpose of such annexation would be the obtaining of fire protection and prevention facilities for such district that would be conducive to the public safety, welfare, and convenience of the population of the area and would be of benefit to the property included within.

IV.

Attached hereto and incorporated herein as Exhibit "A" is a plat that outlines the boundaries of the property sought to be annexed.

V

The area to be annexed shall assume any financial obligations of Chelan County Fire District No. 7, as it now exists at the time of this petition. Wherefore, the petitioners ask the said Commissioners to approve such annexation, and they cause that said petition to be filed with the Auditor of Chelan County, Washington, to examine the validity of the signatures hereon.

Eric McIntyre		
Print Name Signature Catherine McIntyre	Oct 1, 2023 Date	
Print Name		
Signature MATA	Oct 1, 2023 Date	
Parcel 272229230060 at 121 Downie		- AND -
Parcel 272230140050 at Unassigned	d, Chelan, WA	
Parcel Address		
eric@classg.net		
Email Address		
303-547-5728		
Phone		

Signed Petitions may be emailed to basher@cfr7.org



Wes Cornelius CHELAN COUNTY ASSESSOR

350 Orondo Ave, Suite 206 Wenatchee, WA 98801-2885 PHONE: 509-667-6365 FAX: 509-667-6664 WEBSITE: http://www.co.chelan.wa.us/assessor

DETERMINATION OF SUFFICIENCY OF PETITION FOR ANNEXATION

Name of Annexation: 2024-03-F7-McINTYRE
Date petition submitted to County Assessor: 4/3/2024
Terminal Date: 4/16/2024
The petition DOES DOES NOT meet the required minimum 60% of total land area required for annexation.
Total land area of proposed annexation area: 21.10 ARES
Total land area of petition: 21.10 AeRes
Percent of land area: 100 %

Erin Fonyille, Chief Deputy

Date/



CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 7 DBA: CHELAN FIRE AND RESCUE 232 EAST WAPATO AVE / PO BOX 1317 CHELAN, WA 98816 509-682-4476

AFFIDAVIT OF POSTING MCINTRYE ANNEXATION 2 LOTS Total 9.4 and 11.7 Acres

I hereby certify that a sign giving notice of a public hearing was posted prominently at 121 Downie Canyon Road, Chelan, WA 98816, Chelan County Fire Protection District No 7.

Date of Public Hearing: July 17, 2024, Time: 15:00 Address of Location: 232 East Wapato Ave, Chelan, WA 98816

Print Name and Title: Brandon Asher, Fire Chief

Signature: Section 1

Date Signed: 05/15/2024



CHELAN FIRE AND RESCUE

232 East Wapato St / PO Box 1317 Chelan, WA 98816

RESOLUTION: 2024-04

Resolution authorizing an Annexation petition by the Board of Commissioners of Chelan County Fire Protection District #7

WHEREAS Chelan County Fire District 7 was presented with an annexation petition signed by over 60% of the registered land owners in the areas of: Navarre Coulee Area. Attached is the legal descriptions of the annexed areas;

WHEREAS, the registered owners who signed the petition to annex believe that it would be conducive to the public safety, welfare, and peace of mind to be included in the fire district: and

WHEREAS, the area is located in no fire protection district and is adjacent to current fire district boundaries.

THEREFORE BE IT RESOLVED, that Chelan County Fire District 7 Board of Commissioners does hereby adopt a resolution accepting the annexation petition set forth in the attached legal description and plat of the boundaries of the area to be annexed: and

BE IT FURTHER RESOLVED, that in accordance with RCW 52.04.031, this resolution was adopted after the public hearing on 17 day of _______, 2024 had taken place in response to RCW 52.04.041

ADOPTED at the regular meeting of the Board of Commissioners of Chelan County Fire Protection District 7 on this day of ________, 2024.

Chelan County Fire Protection District 7 Board of Commissioners:

Russ Johes Chairman

Mark Donnell, Commissioner

Kary Oules Commissioner

Attest: Misty Fifield. District Secretary

WASHINGTON STATE BOUNDARY REVIEW BOARD FOR CHELAN COUNTY

NOTICE OF INTENTION

	_C'he	lan fire An	d Rescue		elator	
2.	Action S		Annexation Formation of a Special Pu Incorporation Other Boundary Change Merger/Consolidation of S Dissolution of Special Pur Water or Sewer Extension Line	Special Purpose Dis		Sewer
3.	Briefly	describe proposal: _	Annex property to Chela Citizen initiated annexation rquest calims to	n FD#7 incorporate aprox 21.10 a	acres into CCFD7 district	
4.	Method	used to initiate the	proposed action:	Election	Resolution	
5.	State sta	atute under which a	ction is sought: RCW35A.14.120			
		FACTO	RS THE BOARD MUS	T CONSIDE	R	ang panggan di Malahan da Andrewson da Andre
	DPULAT	TON AND LAN	D USE:			
PO			.*			
		the following infor	mation:			
	Provide	LATION OF P	PROPOSED AREA	POPULAT	TION OF EXIS	TING ENTITY
1.	Provide POPU	LATION OF P EXISTING		POPULAT EXISTING		TING ENTITY EAR PROJECTION
1. Peopl	Provide POPU	LATION OF P	PROPOSED AREA	····		
1. Peopl Resid	Provide POPU le	LATION OF P EXISTING	PROPOSED AREA 10-YEAR PROJECTION	····		
1. Peopl Resid	Provide POPU	LATION OF P EXISTING	PROPOSED AREA 10-YEAR PROJECTION	····		
1. Peopl Resid	Provide POPU le lences nesses What so	LATION OF P EXISTING 2 ource is the basis for	PROPOSED AREA 10-YEAR PROJECTION	····		

4.		g land use of the area surrounding the proposal within 1000 lesidential and Public Land			
5.	Are all surrounding & interior roads included in the annexation? Yes No If no, why not?				
6.	. Is there new residential, commercial, or industrial development that is associated with this proposal? No				
	If yes, o	describe any projects being considered or proposed:			
7.	If the pr	roposal is approved, will there be land use changes within the next 18 months? Land Use No			
	0	Zoning No			
	. 0	Comprehensive Plan No			
8.	No	proposed area been the subject of land use action by Chelan County in the last 6 years? ease explain			
9.	a. (Chelan County Comprehensive Plan designation for the proposed area: _Rural_Residential			
	b.	For surrounding areas within 1000 feet: Rural Residential			
	c.	Chelan County Zoning for the proposed area: RR20			
	d.	For surrounding areas within 1000 feet:RR20			
10.	Does yo	our jurisdiction have an adopted comprehensive plan? Date Adopted:			
11.	Describ	e how this proposal is consistent with the adopted comprehensive plan:			
	With Exploration and Philipped Street, and P				
		a. Proposed city zoning upon annexation:			

.

*

Explain:_ 13. Describe	the following as required by		nd the effects on land use	accessibility and
potential	development:			,
a. To Hils	pography:			
b. Na	atural Boundaries:			
	ainage Basins:		ACCEPTATION OF THE PROPERTY OF	
14. Is the pro	posed area within the Urban	Growth Area for ve	our municipality?	
N/A			om mamorpanty.	
	M	UNICIPALS	SEDVICES	
	141	UNICITALS	DERVICES	
1. What ser	rvices will be provided in	the proposed area	?	
	EXISTING PROVIDER	PROPOSED PROVIDER	TIME FRAME for SERVICES	HOW FINANCED
ater				
ewer				
re	None	CCFD7	On Going	Tax Levy
ormwater				
oads	***************************************			
arks				***************************************
olice	Chelan CountySheriff	No change	N/A	N/A
chool	Chelan School District	No Change	N/A	N/A
ibrary	NCRL	No Change	N/A	N/A
2. Does you	ur jurisdiction have a curre	ent Capital Facilit	ies Plan?	and and the second
168			-	

resolutions will have on existing uses in the proposed area: No Change
 Describe the probable future needs for services and additional regulatory controls in the area? No Change
 Describe the probable effects of the proposal on the cost and adequacy of services and regulatory
controls: a. In the proposed area?
No effects due to surrounding areas are protected by CCFD7
h fusha da a o
b. In the adjacent area? Consistant
6. Estimate the following to be incurred under the proposal:
a. Proponent Expenditures to be incurred:
b. Proponent Revenues to be gained:
\$ <u>0</u>
c. County Revenue Lost: \$ 0
d. County Expenditure Reduction:
e. Fire District Revenue Lost:
\$ O
f. Fire District Expenditure Reduction: § 0
g. Financial Impact to Special Districts (library, parks, hospital): \$ 0

	ENVIRONMENTAL INFORMATION
1.	Is there an existing environmental review pertinent or related to this proposal? Yes X No If No, answer questions 2 through 5.
2 4	Expected impact of any proposed development to adjacent roads and highways:
	Development is not proposed. Annexation only.
3.	Expected impact of any proposed development on air quality:
	Development is not proposed. Annexation only.
4.	Does the area under consideration contain "critical areas"? (floodplain, wetland, steep slope wildlife habitat area etc.):_
	No.
	ODIECTIVES OF THE DOUBIN A DAY DEVIEW DO A DE
	OBJECTIVES OF THE BOUNDARY REVIEW BOARD
De pr	scribe fully which objectives of RCW 36.93.180 this proposal meets and which objectives this oposal does not meet. Please give your reasons for each of the objectives chosen:
1.	Preservation of natural neighborhoods and communities:
	Ties district boundaries together
2.	Use of physical boundaries, including but not limited to bodies of water, highways, and land contours:
	Private land
3.	Creation and preservation of logical service areas:
	Within Fire District service area
4.	Prevention of abnormally irregular boundaries:
	Adjacent to existing Fire District 7
5.	Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand (10,000) population in heavily populated urban areas:
	None
6.	Dissolution of inactive special purpose districts:
	None

7.	Adjustment of impractical boundaries:
	Brings property into district
8.	Incorporation as cities or towns or annexation to cities and towns of unincorporated areas which are urban in character:
9.	Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority:
	N/A

•

EXHIBITS

See attached **Notice of Intention Filing Instructions** for explanation of Exhibits A, B, C, D, E, and F. Applicable Exhibits must accompany the Notice of Intention document.

I certify that the above is true and accurate, and that I am an official or employee of the governmental jurisdiction seeking boundary change action or the proponent for the incorporation or formation.

Dated this 17 day of July, 2024.	
BCOU Signature	
Brandon Asher	Fire Chief
Name of person completing this form	Title
(509) 682-4476 Phone Number basher Qcfr 7.0rg Email Address	
Pag 1317 d. 1 101 0001	
POBOK 1317 Chelan, WA 98816 Mailing Address	
Names, Addresses and Email Addresses of other persons who shall be a self-self with the self-self with the self-self with the self-self with the self-self-self-self-self-self-self-self-	nould receive correspondence from the
P.O. Box 1317 Chefau WA 98816	
(509) 682 - 4476	
Mfifield@cfr 7, org	
<u> </u>	



Dennis Johnson, Chair Aaron Young, Vice Chair Duane Goehner, Member Larry Cordes, Member Carl T. Blum, Member

Lisa de Vera, Clerk of the Board Care of: Chelan County Auditor, Elections Division 350 Orondo Avenue, Level 3, Suite 306 Wenatchee, WA 98801

September 25, 2024

RE: Declaration pursuant to RCW 36.93 regarding Notice of Intention 2024.005 filed on August 6, 2024; concerning Chelan County Fire District No.7: parcel # 272229230060 (11.7 acres) located at 121 Downie Canyon Road in Chelan, Washington, 98816 and parcel # 272230140050 (9.4 acres).

Dear Fire Chief Brandon Asher:

On August 6, 2024 a Notice of Intention was filed with the Chelan County boundary review board by Chelan County Fire district #7 and assigned BRB case number 2024.005. The notice concerned annexation of parcel # 272229230060 (11.7 acres) located at 121 Downie Canyon Road in Chelan, Washington, 98816 and parcel # 272230140050 (9.4 acres).

Notice of intention 2024.005 can be found at the web page for the boundary review board on the Chelan county website at: https://www.c.chelan.wa.us/boundary-review-board.

Now, therefore the Chair finds and concludes as follows:

Notice of intention number 2024.005 concerns annexation by the Chelan County Fire District No.7: parcel # 272229230060 (11.7 acres) located at 121 Downie Canyon Road in Chelan, Washington, 98816 and parcel # 272230140050 (9.4 acres).

 Parcel Description: Portions of the Northwest Quarter of Section 29 and the Northeast Quarter of Section 30, all in township 29 North, Range 22 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows:

PID #46258 & #46264 (reference deed Auditor's File No. 9405170074):

Lot 23 of the record of survey of Butte Ridge, a parcel of property situated in Sections 29, and 30, Township 27 North, Range 22 E.W.M., Chelan County, recorded January 26, 1977 in Book 4 of Surveys at page 34, under Chelan County Auditor's File No. 768762.

- 2. The current total assessed value of the land and improvements is less than two million dollars.
- 3. Pursuant to RCW 36.93 dot 110, review by the board is not necessary for the protection of the interest of the various parties.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct to the best of my knowledge.

Signed at Wenatchee WA, on the 25th day of SEPTEMBER, 2024.

Dennis Johnson, Chair

Chelan County Boundary Review Board

C:

Chelan County Fire District No. 7

Chief: Brandon Asher (basher@cfr7.org)

Misty Fifield: (mfifield@cfr7.org)

BOCC Agenda June 30, 2025

10:30am Economic Services Director

Ron Cridlebaugh

Discussion

- 1. 10:30 Public Hearing Re: Surplus Property to the Center for Alcohol and Drug Treatment
- 2. Memo Contract Adjustments
- 3. County Blood Drive
- 4. Department Update

Action

- 1. Resolution: Surplus Property CFADT
- 2. Contract Amendments: CDVAS, WRC

RESOLUTION 2025-

A resolution of the Chelan County Board of Commissioners declaring certain county owned real property as surplus and to authorize conveyance of the same.

WHEREAS, Chelan County owns parcel number 222119440100; and ownership of real property is necessary for county government to fulfil its duties and purposes, and

WHEREAS, in RCW 43.83.400 the legislature finds that protecting the public health, safety and welfare by providing services to needy and vulnerable persons is a fundamental purpose of government; and

WHEREAS, RCW 43.83.400 and 43.83.410 provides the authority and process to declare and surplus property to a nonprofit that provides a service that benefits the public; and

WHEREAS, the legislature further finds that private nonprofit corporations fill an important public purpose in providing these types of health, safety and welfare services to our state's residents; and

WHEREAS, the Center for Alcohol and Drug Treatment provides services to the needy and vulnerable through treatment for drug addiction and alcoholism treatment as referenced in RCW 43.83.410 (1); and

NOW THEREFORE, BE IT RESOLVED, that in conformance with RCW 43.83.400 and 43.83.410 parcel number 22211944010 is hereby declared surplus and conveyance through sale is hereby authorized, and

IT IS HEREBY FURTHUR RESOLVED, that the foregoing recitals are adopted and incorporated herein as findings, conclusions and orders of the board, and

IT IS HEREBY FURTHUR RESOLVED, that this resolution is in the best interest of good governance and to provide services that benefit the public.

Dated this	day of , 20	025
	BOARD OF CH	IELAN COUNTY COMMISSIONERS
		SHON SMITH, CHAIRMAN
ATTEST:		KEVIN OVERBAY, COMMISSIONER
Anabel Torres	, Clerk of the Board	

Dated: _____

BRAD HAWKINS. COMMISSIONER

AMENDMENT #1 AGREEMENT BETWEEN CHELAN COUNTY

AND

CHELAN-DOUGLAS VOLUNTEER ATTORNEY SERVICES FOR

UTILIZATION OF CONSOLIDATED HOMELESS GRANT FUNDS

THIS AGREEMENT effective this 1st day of May, 2025 by and between Chelan County (herein called the "County") and the CHELAN-DOUGLAS VOLUNTEER ATTORNEY SERVICES (herein called the "Sub Grantee").

WHEREAS, the County receives funds from the Washington State Department of Commerce's Consolidated Homeless Grant (CHG) to address the needs of people who are homeless or at-risk of homelessness including the operation of emergency shelters, transitional housing units, and permanent supportive housing programs; rental assistance; homeless outreach; data collection and reporting; and

WHEREAS, the County wishes to engage the Sub Grantee to assist the County in utilizing such funds;

II. AMENDMENT TO BUDGET

Section II, Subsection A, of the agreement dated July 1st, 2023 is hereby amended as follows:

This contract amendment has a start date for delivery of services to being on May, 1st, 2025. In order to ensure adequate spenddown of available funds for the Washington State Department of Commerce Consolidated Homeless Grant and to meet the needs in the community for people who are experiencing homelessness or are at-risk of homelessness, this amendment increases the original contract to include \$4,440 in CHG SFY 25 and \$1783.50 in CHG Standard funded by the Consolidated Homeless Grant.

The Sub Grantee may charge eligible expenses in accordance with the following budget:

Consolidated Homeless Grant – Eviction Prevention	Budget Amount
Program Operations	\$51,336
Consolidated Homeless Grant – CHG Standard	
Program Operations	\$1,783.50
Consolidated Homeless Grant – CHG SFY 25	
Program Operations	\$4,440
TOTAL FUNDING ALLOCATION	\$57,559.50

III. INVOICING & PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$57,559.50
- B. Reimbursement requests for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.
- C. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the County.

IV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the County and the Sub Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Sub Grantee with respect to this Agreement.

Date	
IN WITNESS WHEREOF, the Parties have executed this cor	ntract as of the date first written above.
[County]	[Sub Grantee]
By SHON SMITH, CHAIRMAN BOARD OF CHELAN COUNTY COMMISSIONERS	Name HOISE BENSLES
AttestANABEL TORRES, CLERK OF THE BOARD	Title FXECUTIVE DIRECTOR
	Fed. I. D. #

AMENDMENT #5 AGREEMENT BETWEEN CHELAN COUNTY AND WOMENS RESOURCE CENTER FOR

UTILIZATION OF CONSOLIDATED HOMELESS GRANT FUNDS

THIS AGREEMENT effective this 1st day of June, 2025 by and between Chelan County (herein called the "County") and the Women's Resource Center (herein called the "Sub Grantee").

WHEREAS, the County receives funds from the Washington State Department of Commerce's Consolidated Homeless Grant (CHG) to address the needs of people who are homeless or at-risk of homelessness including the operation of emergency shelters, transitional housing units, and permanent supportive housing programs; rental assistance; homeless outreach; data collection and reporting; and

WHEREAS, the County wishes to engage the Sub Grantee to assist the County in utilizing such funds;

II. AMENDMENT TO BUDGET

Section II, Subsection A, of the agreement dated July 1st, 2023 is hereby amended as follows:

This contract amendment has a start date for delivery of services to being on July, 1st, 2024. In order to ensure adequate spenddown of available funds for the Washington State Department of Commerce Consolidated Homeless Grant and to meet the needs in the community for people who are experiencing homelessness or are at-risk of homelessness, this amendment increases the original contract to include \$42,133 EHF Rent SFY 25 in CHG Standard funded by the Consolidated Homeless Grant.

The Sub Grantee may charge eligible expenses in accordance with the following budget:

Consolidated Homeless Grant - Emergency Housing Fund	Budget Amount
Administration 2023-2024	\$2,200
Operations 2023-2024	\$31,200
Administration 2024-2025	\$8,800
Rent 2024-2025	\$126,400
Additional Rent Allocation 2024-2025	\$42,133
Program Operations 2024-2025	\$139,800
SUBTOTAL	\$350,533
Consolidated Homeless Grant – CHG Standard	Budget Amount
Rent 2023-2025	\$50,000
SUBTOTAL	\$50,000
Consolidated Homeless Grant – FY 2025 Supplemental	Budget Amount
Administration 2024-2025	\$10,000
SUBTOTAL	\$10,000
Consolidated Homeless Grant- Eviction Prevention	Budget Amount

July 1, 2023 – June 30, 2025 Homeless Grant Agreement: WRC – RRH/ Centralized Case Management

Rent 2023-2025	\$5,000
	\$50,000
Program Operations 2023-2025	\$55,000
SUBTOTAL	\$110,000
Local Document Recording Fees Support	Budget Amount
Diversion 2024-2025	\$26,000
Program Operations	\$24,734.50
SUBTOTAL	\$50,734.50
Local Document Recording Fees (2163 Fund)	Budget Amount
Program Operations 2025	\$30,265.50
TOTAL FUNDING ALLOCATION	\$631,267.50

III. INVOICING & PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$631,267.50
- B. Reimbursement requests for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.
- C. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the County.

IV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the County and the Sub Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Sub Grantee with respect to this Agreement.

Date ————	
IN WITNESS WHEREOF, the Parties have executed this con-	tract as of the date first written above.
[County]	[Sub Ghantee]
BYSHON SMITH, CHAIRMAN BOARD OF CHELAN COUNTY COMMISSIONERS	Name Scooter Harter
AttestANABEL TORRES, CLERK OF THE BOARD	Title Executive Director
	Fed. I. D. # 91-1109429



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801 T: 509.667.6883 | F: 509.667.6599

MEMO

TO: Board of Commissioners

FROM: Amber Hallberg, Community Services Manager

DATE: June 30th, 2025

RE: Budget Amendment for Re-allocation of 23- 25 Consolidated Homeless Grant Funding

Commissioners,

The 2023-2025 Washington State Consolidated Homeless Grant is coming to a close. All of the CHG Funds must be spent by June 30th, 2025. Chelan County had a surplus of funding for Coordinated Entry and staff salaries. In an effort to ensure all money was spent down, all agencies were approach to submit requests for programs that will have shortfalls. CDVAS had an amendment drafted to be signed last week, but their Executive Director was out of the office and was unable to sign in time to get it on the agenda. They are requesting a total of \$6,223.50 for May and June expenses. Their contract is back dated to May 1st.

Chelan-Douglas Community Action Council notified staff on June 24th that they had a \$60,036.36 of Emergency Housing Fund – Rent that will go unspent. WRC had expressed that they have clients who have substantial amounts of back rent who are living in their transitional housing. These back rents are barriers to them finding permanent housing as landlords have been denying them due to their outstanding rental arrears. WRC can use \$42,133 to assist these clients.

Requested re-allocations:

Chelan-Douglas Volunteer Attorney Services – \$6,223.50

WRC – \$42,133



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801 T: 509.667.6883 | F: 509.667.6599

Staff is requesting that these contract amendments be approved to support these agencies through the remainder of the grant cycle and to ensure that the money allocated to Chelan and Douglas Counties for the 2023-2025 Consolidated Homeless Grant are spent and used to their full potential.

Approved by Chelan County Commissioners	
	Shon Smith, Chairman
Date	a:



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801 T: 509.667.6883 | F: 509.667.6599

MEMO

TO: Board of Commissioners

FROM: Amber Hallberg, Community Services Manager

DATE: June 30th, 2025

RE: Blood Drive at Chelan County on July 17th, 2025

Commissioners,

We were approach by the Red Cross this Spring about hosting a blood drive. Chelan County had hosted blood drives in the past, but they dropped off after the COVID-19 pandemic. After speaking with the County Administrator and the Economic Services Director, it made sense to proceed with the blood drives with the Community Services Manager facilitating drives when there is working capacity.

A blood drive will be hosted on July 17th, 2025 in Conference Room 1 from 9:30am -3pm. Anyone who is interested in signing up to donate may do so by:

- Visiting www.RedCrossBlood.org and entering in code: countyofchelan OR;
- Calling 1-800-RED CROSS (1-800-733-2767)

So far, there are 11 donors of a possible 31 signed up. People who donate on July 17th are eligible for a free movie reward on the streaming platform Fandango. If people have questions regarding the drive, they may reach out to Amber Hallberg (amber.hallberg@co.chelan.wa.us).

Chelan County Natural Resource Department BOCC Agenda June 30, 2025

Discussion

- 1. Special Presentation: Chelan County Voluntary Stewardship Program
- 2. Agreement with WA State Military Department Emergency Management Division for Cashmere Defensible Space Project
- 3. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Back-Up Generators
- 4. Contract Change #1 with Aspect Consulting for Mission Creek Fish Passage Final Design
- Amendment to Grant Agreement with WA Recreation and Conservation Office for McCrate-Eagle Creek Fish Barrier Correction
- 6. Agreement with Pacific Engineering for Malaga Properties Feasibility Study
- 7. Contract Order with Aspect Consulting for Lake Chelan Watershed Plan and Lake Chelan Collaborative Project
- 8. Change Order #1 with Summitt Forests, Inc., for Upper Wenatchee FRB Natapoc Ridge Hand Thinning Project
- 9. Amendment to Agreement with WA Department of Commerce for Chelan County Comprehensive Plan Climate Resilience Chapter
- 10. Other

Action

- 1. Agreement with WA State Military Department Emergency Management Division for Cashmere Defensible Space Project
- 2. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Back-Up Generators
- 3. Contract Change #1 with Aspect Consulting for Mission Creek Fish Passage Final Design
- 4. Amendment to Grant Agreement with WA Recreation and Conservation Office for McCrate-Eagle Creek Fish Barrier Correction
- 5. Agreement with Pacific Engineering for Malaga Properties Feasibility Study
- 6. Contract Order with Aspect Consulting for Lake Chelan Watershed Plan and Lake Chelan Collaborative Project
- 7. Change Order #1 with Summitt Forests, Inc., for Upper Wenatchee FRB Natapoc Ridge Hand Thinning Project
- 8. Amendment to Agreement with WA Department of Commerce for Chelan County Comprehensive Plan Climate Resilience Chapter

Washington State Military Department HAZARD MITIGATION GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Chelan County Natural Resources Department 411 Washington Street, Suite 201 Chelan, WA 98801 4. Subrecipient Contact, phone/email: Mike Kaputa, 509-670-6935, mike.kaputa@co.chelan.wa.us		2. Total Grant Amount (excl. SubMC): \$150,000.00 State: \$18,750.00 Federal: \$112,500.00 Local: \$18,750.00 SubMC: \$7,500.00 5. Grant Start Date: May 30, 2025		6. Grant En April 30.	d Date:
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov		Unique Entity ID (UEI): GQLWQNMFUJJ5		9. UBI # (sta	ate revenue): -925
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					v (FEMA)
11. Federal Funding Identification #: FM-5320-WA 5320-06-R	12. Federal	12. Federal Award Date May 30, 2025		13. Assistance Listi 97.039 (HMGP)	ng # & Title:
14. Program Index # & OBJ/SUB-OBJ: (Fed) 714FF NZ, (State) 712FS NZ,	Sub M C) 712F	-L	15. TIN or SSN: 91-60011297		
16. Service Districts: (BY LEGISLATIVE DISTRICT): (BY CONGRESSIONAL DISTRICT):				18. Women/Minority Certified?: N/A NO YES, OMWBE #_	-Owned, State
Contract Classification: Personal Services □ Client Servi Research/Development □ A/E	/Local Gov't	Contract	Intergovernmental (RCW 39.34)		
21. Contractor Selection Process: x "To all who apply & qualify" Com Sole Source A/E RCW Filed w/OFM? Advertised?	g NO	22. Contractor Type (check all that apply) □ Private Organization/Individual x Public Organization/Jurisdiction very Vendor very Vendor very very very very very very very ver			
23. PURPOSE/DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: Cashmere Defensible Space. The purpose of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Pass-through Entity of the 5320-06-R Cashmere Defensible Space and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS the parties hereto have exec FOR THE DEPARTMENT:	uted this Agree	ement on the day	and year last specified FOR THE SU		
Signature Regan Anne Hesse, Chief Financial Office Washington State Military Department	Date	_	Signature Mike Kaputa, Chelan Count	Director y Natural Resources	Date
BOILERPLATE APPROVED AS TO FORM: <u>Dierk Meierbachtol</u> 4/4/2023 Assistant Attorney General			APPROVED A	AS TO FORM:	 Date

Washington State Military Department SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT MILIT			ARY DEPARTMENT
Name	Mike Kaputa	Name	Tim Cook
Title	Natural Resources Director	Title	State Hazard Mitigation Officer
E-Mail	Mike.kaputa@co.chelan.wa.us	E-Mail	tim.cook@mil.wa.gov
Phone	509-670-6935	Phone	253-512-7072
Name	Sofia Bjorklund	Name	Matt Lebens
Title	Chief Accountant	Title	HMA Program Supervisor
E-Mail	Sofia.bjorklund@co.chelan.wa.us	E-Mail	Matthew.Lebens@mil.wa.gov
Phone	59-860-8752	Phone	253-512-7042
Name	Hannah Pygott	Name	Christi Heredia
Title	Sr. Natural Resource Specialist	Title	HMA Program Coordinator
E-Mail	Hannah.pygott@co.chelan.wa.us	E-Mail	Christi.Heredia@mil.wa.gov
Phone	509-670-9306	Phone	253-512-7047

ARTICLE II ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the Hazard Mitigation Grant Program program including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration, the federal regulations commonly applicable to FEMA grants, and the FEMA Award Letter and its attachments, all of which are incorporated herein by reference.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all DHS/FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of <u>Hazard Mitigation Grant Program</u> funds received under this Agreement casts the party receiving the funds in the role of a SUBRECIPIENT or contractor in accordance with 2 CFR 200.331.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of Hazard Mitigation Grant Program funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents

published by DHS/FEMA applicable to **5320-06-R**, including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration Hazard Mitigation Grant Program document, the Manual, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all Hazard Mitigation Grant Program federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 2 of this Agreement.

2. PROJECT FUNDING

The DEPARTMENT will administer <u>5320-06-R</u> and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project for the purposes of this Agreement is \$150,000.00 dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be \$18,750.00 dollars, or 12.5% percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be \$112,500.00 dollars, or 75% percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be \$18,750.00 dollars, or 12.5% percent, at minimum, of the total project cost and is contingent on legislative approval of DEPARTMENT funding pursuant to the prerequisites provided in subsection g. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for SUBRECIPIENT Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is \$7,500.00 dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.
- h. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the

Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on May 30, 2025and shall terminate on April 30, 2026. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application <u>5320-06-R</u>, incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT'S underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A.2 **Project Funding,** above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.37.

4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and the State of Washington, for the <u>Hazard Mitigation Grant Program program</u>, shall issue payments to the SUBRECIPIENT as follows:

- a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19, form, State of Washington Invoice Voucher Distribution. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.

Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

- d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- f. For travel costs, SUBRECIPIENT shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
- g. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Grant Timeline (Attachment 4), but not more frequently than monthly.
- i. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule Attachment 4) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- I. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.
 - The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15

- days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT.
- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Timeline.
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.
- e. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT'S Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

6. PROCUREMENT

- a. The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, **Attachment 2**, A.11.
- b. For all contracts expected to exceed \$250,000, the DEPARTMENT may request preprocurement documents, such as request for proposals, invitations for bids and independent cost estimates. This request may apply to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving procurement requests of any non-federal entity to which the SUBRECIPIENT makes an award.
- c. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which the SUBRECIPIENT makes an award.

7. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

8. SUBRECIPIENT MONITORING

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT "2 CFR Part 200

Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms along with the signed Agreement. The SUBRECIPIENT shall complete and return the form to the DEPARTMENT each fiscal year thereafter until the Agreement is closed. The form is incorporated by reference herein and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- a. Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- b. Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- c. Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- d. Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- e. Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- f. Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- a. Signed Statement of Voluntary Participation from the owner of each acquired property.
- b. Documentation of dates of acquisition and structure demolition or removal from property for each property.
- c. Copy of recorded open space deed restrictions for each acquired property.

- d. Copy of the AW-501 form filed with the NFIP for each acquired repetitive loss property.
- e. Documentation of consultation with the Army Corps of Engineers and Washington State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- a. Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- b. Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- c. Copies of the post-project elevation certificate for each structure.
- d. Copies of the certificate of occupancy for each elevated structure to certify that it is code compliant.
- e. Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and NFIP regulations and technical bulletins.
- f. Copy of the AW-501 form filed with the NFIP for each elevated repetitive loss property.
- g. Copies of proof of flood insurance for each elevated structure.
- h. Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

10. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTS must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that SUBRECIPIENTs of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-departmentsupported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

11. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The SUBRECIPIENT shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic, which is incorporated into and made a part of this Agreement.

- b. Projects that have historical impactors or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The SUBRECIPIENT agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed, and FEMA approval received by the SUBRECIPIENT, before any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process, and receipt of approval by the SUBRECIPIENT will not be reimbursed.

12. ADDITIONAL SPECIAL CONDITIONS

- a. Construction Documents, Contracts, Change Orders
 - i. Construction Document Approval: Upon request, the SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT prior to solicitation of bids. This request is to ensure bid set consistency with the subgrant's approved scope of work.
 - ii. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.
 - iii. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUBRECIPIENT shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change with a written amendment to this Agreement.

13. EQUIPMENT AND TRACKABLE ASSETS MANAGEMENT

- a. If applicable, the SUBRECIPIENT and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement requirements, when procuring any equipment or trackable assets under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200 to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and trackable assets purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.
 - ii. All equipment, and trackable assets as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
 - iii. Inventory records shall include:
 - Description of the property

- B. Manufacturer's serial number, or other identification number
- C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
- D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
- E. Who holds the title
- F. Acquisition date
- G. Cost of the property and the percentage of federal participation in the cost
- H. Location, use, and condition of the property at the date the information was reported
- I. Disposition data including the date of disposal and sale price of the property.
- iv. The SUBRECIPIENT shall take a physical inventory of the equipment, and trackable assets as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and trackable assets including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and trackable assets are well maintained and kept in good operating condition.
- vi. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT'S Key Personnel.
- vii. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement trackable assets or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the SUBRECIPIENT must comply with the following procedures:
 - A. For Trackable assets: If there is a residual inventory of unused trackable assets exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the trackable assets are not needed for any other federal award, the SUBRECIPIENT must retain the trackable assets for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The SUBRECIPIENT shall compensate the

federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. The SUBRECIPIENT shall comply with the DEPARTMENT'S Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless Expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to emergency communications, the SUBRECIPIENT must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at https://www.cisa.gov/safecom/funding, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- e. Effective August 13, 2020, FEMA recipients and SUBRECIPIENT, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).* Recipients and SUBRECIPIENTS may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The SUBRECIPIENT must pass through equipment and trackable assets management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward under this Agreement.

B. DHS FFY23 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of <u>Hazard Mitigation Grant Program</u> funding, the SUBRECIPIENT shall comply with all applicable FEMA/DHS terms and conditions of the FEMA Award Letter and its associated documents for DHS, which are incorporated in and made a part of this Agreement.

Washington State Military Department GENERAL TERMS AND CONDITIONS Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA) Grants

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "Agreement" means this Grant Agreement.
- b. "DEPARTMENT" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a SUBRECIPIENT under this Agreement.
- c. "SUBRECIPIENT" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "SUBRECIPIENT" is the same as in 2 CFR 200.93 for all other purposes.
- d. "Monitoring Activities" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. "Project" means those actions funded through the Hazard Mitigation Assistance Grant Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT 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 telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in B.3. Statement of Assurances of the Hazard Mitigation Assistance Program and Policy Guide dated March 23, 2023.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29

CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.327, Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4. Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and

- 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.

- 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
- 12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
- 15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- 16. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
- 17. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are

duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

<u>44 CFR 206.9 Non-liability</u>. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY - AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this Agreement. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement 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.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

SUBRECIPIENTs that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any SUBRECIPIENTS or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts.Office@mil.wa.gov

Subject: Chelan County Natural Resources Department, Single Audit and Corrective Action Plan

OR

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT <u>must</u> send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten

(10) calendar days written notice, beginning on the second day after e-mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as

the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPATMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the SUBRECIPIENT if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources:
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: Chelan County Natural Resources Department

PROJECT TITLE: Cashmere Defensible Space

The purpose of this project is for Chelan County Natural Resources Department:

The Chelan County Natural Resources Department (CCNRD) in partnership with the Chelan County Fire District 6 (CCFD6), will utilize existing parcel-level hazard data to target homes identified as having very high wildfire hazard. Adequate defensible space improves structure survivability by decreasing fire behavior and spread. This proposal compliments a larger scale, multi-agency effort to increase preparedness and awareness while reducing the risks of wildfire in the area. This proposal will include all site planning, landowner outreach to nearly 500 landowners and site work across an estimated 80 targeted properties. Outreach for the program will be conducted via mail and public outreach events, detailing the opportunity, eligibility, and requirements of voluntary participants. Home assessments and a defensible space treatment plan will be drafted for each site, detailing work to be performed. Guidelines for improving defensible space within 100ft of structures include: vegetation reduction (cutting, limbing, raking, chipping), combustible material removal, and/or non-combustible surface installation. Implementation of this proposal directly addresses multiple high priority action items within the Chelan County Multi-Jurisdictional Natural Hazard Mitigation Plan (CCHMP). Reducing the spread potential of wildfire and lessening the risks associated in turn reduces the potential need for future federal assistance.

A specific and more detailed scope of work is found in the FEMA approved Project Application 5320-06-R, which is incorporated herein by reference.

Chelan County Natural Resources Department Agrees To:

- 1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget (Attachment 5).
- 2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT. SUBRECIPIENT is required to return all final closeout documentation to the DEPARTMENT within 45 days following the Period of Performance End Date determined by FEMA's Notice of Award. The DEPARTMENT reserves the right to withhold the final reimbursement request until final closeout documentation is submitted by the SUBRECIPIENT to the satisfaction of the DEPARTMENT. No final reimbursements shall be paid if submitted more than 60 days after the Period of Performance End Date.
- 3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
- 4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.

- 5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
- 6. PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.
 - A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for reevaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.
- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.

- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.
- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- I. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.

m. Additional requirements as noted by FEMA in grant award document:

- a. This review does not address all federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize Federal funding.
- b. Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act and other laws and Executive Orders.
- c. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- d. The County is responsible for obtaining and complying with any necessary permits from the Fish and Wildlife Service (USFWS) before work if the proposed defensible space actions occur during the typical nesting season for the area, April 15 to September 30, and documenting compliance in the project grant files. Source of condition: Migratory Bird Treaty Act (MBTA)
- n. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.
 - A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5320-WA). A request for additional funds must be fully documented and justified.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2023 Hazard Mitigation Assistance Program and Policy Guide apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 244 of the 2023 Hazard Mitigation Assistance Program and Policy Guide:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of

transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.
 - Copies of the Statement of Voluntary Participation signed by each participating property owner will be provided to the DEPARTMENT by project close-out.
- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes and agrees to comply with the requirements of 44 CFR Part 80 Property Acquisition and Relocation for Open Space.
- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.
 - Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.
- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.
 - Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.
- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.
 - Documentation of this consultation will be provided to the DEPARTMENT by project close-out.
- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.
 - The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.
- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.
 - The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-
- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2023 Hazard Mitigation Assistance Program and Policy Guide which are incorporated herein by reference):
 - 1. Restriction on future disaster assistance for damages to the property.
 - 2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
 - 3. Provision for salvage of pre-existing structures and paved areas.

- 4. Requirements pertaining to future transfer of property interest.
- 5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
- 6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

- 1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
- 2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse <u>Chelan County Natural Resources Department</u> within 45 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's request for additional documentation to support the reimbursement request. Any reimbursement requests that are returned to the SUBRECIPIENT and are not returned within the 15 calendar days will be required to submit a revised reimbursement request with a new signature and date.
- 3. Coordinate with the staff of <u>Chelan County Natural Resources Department</u> to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT:

Chelan County Natural Resources Department

PROJECT TITLE: Cashmere Defensible Space

DESCRIPTION OF ACTIVITY/TASK	SCHEDULED COMPLETION DATE (months)
Site identification, contracting agreement development	4 Months
Landowner outreach to targeted parcels	3 Months
Site assessments	5 Months
Defensible Space Implementation	3 Months
Post Site Work follow up	1 Month
Community chipping events	4 Months
Long Term maintenance agreements	2 Months
Prepare and complete all close-out documentation	2 Months
Total Time Required to Comp	olete This Project: 24 months
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	July 15, 2025; October 15, 2025; January 15, 2026; April 15, 2026; July 15, 2026 Final Report

PROJECT BUDGET

SUBRECIPIENT:

Chelan County Natural Resources Department

PROJECT TITLE:

Cashmere Defensible Space

APPROVED BUDGET CATEGORY	ESTIMATED CO	ST
Pre-Award Costs		\$8,800.00
Project Management		\$25,500.00
Project Inspection Fees		\$5,000.00
Site Work		\$108,140.00
Miscellaneous -Mileage		\$2,560.00
	Project Total	\$150,000.00
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.		\$7,500.00
TOTAL (P	Project Total + SubMC):	\$157 500 00

TOTAL (Project Total + SubMC): \$157,500.00

Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5320-WA). A request for additional funds must be fully documented and justified.

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION Chelan County Natural Resources Department CONTRACT / PROJECT DESCRIPTION		CONTRACT NUMBER	
Cashmere Defensible	e Space		D25-065
1. AUTHORIZING AUTHOR	(11 Y 	PRINT OR	
PHYSICAL SIGNATURE	E-SIGNATURE	TYPE NAME	TITLE
		Shon Smith	Commissioner
		Kevin Overbay	Commissioner
		Brad Hawkins	Commissioner
2. AUTHORIZED TO SIGN	CONTRACTS / AN	MENDMENTS	
PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
	and the state of t	Mike Kaputa	Director
	90 90 00 00 00 00 00 00 00 00 00 00 00 0		
3. AUTHORIZED TO SIGN	REQUESTS FOR	REIMBURSEMENT	Г
PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Sofia Bjorklund	Finance Manger
		Mike Kaputa	Director

SAF Revised 5/8/2024

Washington State Military Department HAZARD MITIGATION GRANT AGREEMENT FACE SHEET

Subrecipient Name and Address: Chelan County Natural Resources D 411 Washington St. Suite 201 Wenatchee, WA 98801 Subrecipient Contact, phone/email: Mike Kaputa, 509-670-6935, mike.kaputa@co.chelan.wa.us Department Program Manager, phone Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov Funding Authority:	State: \$51 Federal: \$ Local: \$51 SubMC: \$ 5. Grant Start May 30, 20 Selemail: 8. Unique Enti GQLWQNM	875.00 311,250.00 ,875.00 16,250.00 Date: 25 ty ID (UEI):	 3. Grant Number: D25-064 6. Grant End Date: April 30, 2026 9. UBI # (state revenue): 048-006-925 		
Washington State Military Departm 11. Federal Funding Identification #: FM-5320-WA 5320-02-R	12. Federal Award Date May 30, 2025		13. Assistance Listing # & Title: 97.039 (HMGP)		
14. Program Index # & OBJ/SUB-OBJ: (Fed) 714FF NZ, (State) 712FS NZ, ((SubMC) 712FL	15. TIN or SSN: 91-60011297			
16. Service Districts: (BY LEGISLATIVE DISTRICT): (BY CONGRESSIONAL DISTRICT):	16. Service Districts: 17. Service Area by Cour		ies): 18. Women/Minority-Owned, State Certified?: N/A NO YES, OMWBE #		
19. Contract Classification: Personal Services ☐ Client Servi ☐ Research/Development ☐ A/E	ces x Public/Local Gov't E □ Other	Contract	Intergovernmental (RCW 39.34)		
	petitive Bidding N/A /ES NO	22. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☐ VENDOR x SUBRECIPIENT x OTHER			
23. PURPOSE/DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: Lake Wenatchee Back-up Generators. The purpose of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Passthrough Entity of the 5320-02-R Lake Wenatchee Back-up Generators and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Schedule, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: FOR THE SUBRECIPIENT:					
Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Signature Mike Kaputa, Direc Chelan County Nat			
BOILERPLATE APPROVED AS TO FORM: <u>Dierk Meierbachtol</u> 4/4/2023		APPROVED AS TO			
Assistant Attorney General			Date		

Washington State Military Department SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT MILIT			ARY DEPARTMENT
Name	Mike Kaputa	Name	Tim Cook
Title	Natural Resources Director	Title	State Hazard Mitigation Officer
E-Mail	Mike.kaputa@co.chelan.wa.us	E-Mail	tim.cook@mil.wa.gov
Phone	509-670-6935	Phone	253-512-7072
Name	Sofia Bjorklund	Name	Matt Lebens
Title	Chief Accountant	Title	HMA Program Supervisor
E-Mail	Sofia.bjorklund@co.chelan.wa.us	E-Mail	Matthew.Lebens@mil.wa.gov
Phone	59-860-8752	Phone	253-512-7042
Name	Hannah Pygott	Name	Christi Heredia
Title	Sr. Natural Resource Specialist	Title	HMA Program Coordinator
E-Mail	Hannah.pygott@co.chelan.wa.us	E-Mail	Christi.heredia@mil.wa.gov
Phone	509-670-9306	Phone	253-512-7047

ARTICLE II ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the Hazard Mitigation Grant Programprogram including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration, the federal regulations commonly applicable to FEMA grants, and the FEMA Award Letter and its attachments, all of which are incorporated herein by reference.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all DHS/FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of <u>Hazard Mitigation Grant Program</u>funds received under this Agreement casts the party receiving the funds in the role of a SUBRECIPIENT or contractor in accordance with 2 CFR 200.331.
- b. If the SUBRECIPIENT becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of Hazard Mitigation Grant Programfunds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents

published by DHS/FEMA applicable to **5320-02-R**, including, but not limited to, all criteria, restrictions, and requirements of the Presidential Disaster Declaration Hazard Mitigation Grant Programdocument, the Manual, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The SUBRECIPIENT shall be responsible to the DEPARTMENT for ensuring that all Hazard Mitigation Grant Programfederal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 2 of this Agreement.

2. PROJECT FUNDING

The DEPARTMENT will administer <u>5320-02-R</u> and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project for the purposes of this Agreement is **\$415,000.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be \$51,875.00 dollars, or 12.5% percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be \$311,250.00 dollars, or 75% percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be \$51,875.00 dollars, or 12.5% percent, at minimum, of the total project cost and is contingent on legislative approval of DEPARTMENT funding pursuant to the prerequisites provided in subsection g. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for SUBRECIPIENT Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is \$16,250.00 dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.
- h. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the

Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **May 30, 2025** and shall terminate on **April 30, 2026**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application <u>5320-02-R</u>, incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the DEPARTMENT'S underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A.2 **Project Funding,** above, may be reduced to exclude any such expenditure from participation.
- d. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.37.

4. REIMBURSEMENT AND BUDGET REQUIREMENTS

The DEPARTMENT, using mitigation funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and the State of Washington, for the <u>Hazard Mitigation Grant Program</u>, shall issue payments to the SUBRECIPIENT as follows:

- a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19, form, State of Washington Invoice Voucher Distribution. Approval is subject to receipt of acceptable documentation by the DEPARTMENT, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT.
 - Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.
- d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

- e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.
- f. For travel costs, SUBRECIPIENT shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.
- g. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Grant Timeline (Attachment 4), but not more frequently than monthly.
- i. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.
- j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Project Development Schedule Attachment 4) will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.
- I. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.

The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT.

- b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.
- c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Timeline.
- d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.
- e. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the DEPARTMENT an *Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per SUBRECIPIENT, and not per agreement. The DEPARTMENT'S Contracts Office will request the SUBRECIPIENT submit an updated form at the beginning of each calendar year in which the SUBRECIPIENT has an active agreement.

6. PROCUREMENT

- a. The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, **Attachment 2**, A.11.
- b. For all contracts expected to exceed \$250,000, the DEPARTMENT may request preprocurement documents, such as request for proposals, invitations for bids and independent cost estimates. This request may apply to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving procurement requests of any non-federal entity to which the SUBRECIPIENT makes an award.
- c. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the SUBRECIPIENT must submit justification to the DEPARTMENT for review and approval. This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications to any non-federal entity to which the SUBRECIPIENT makes an award.

7. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project will not be completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

8. SUBRECIPIENT MONITORING

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT "2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms along with the signed Agreement. The SUBRECIPIENT shall complete and return the form to the DEPARTMENT each fiscal year

thereafter until the Agreement is closed. The form is incorporated by reference herein and made a part of this Agreement.

- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
 - v. Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- a. Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- b. Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- c. Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- d. Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- e. Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- f. Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- a. Signed Statement of Voluntary Participation from the owner of each acquired property.
- b. Documentation of dates of acquisition and structure demolition or removal from property for each property.
- c. Copy of recorded open space deed restrictions for each acquired property.
- d. Copy of the AW-501 form filed with the NFIP for each acquired repetitive loss property.

e. Documentation of consultation with the Army Corps of Engineers and Washington State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- a. Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- b. Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- c. Copies of the post-project elevation certificate for each structure.
- d. Copies of the certificate of occupancy for each elevated structure to certify that it is code compliant.
- e. Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and NFIP regulations and technical bulletins.
- f. Copy of the AW-501 form filed with the NFIP for each elevated repetitive loss property.
- g. Copies of proof of flood insurance for each elevated structure.
- h. Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

10. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTS must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that SUBRECIPIENTs of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-departmentsupported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

11. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The SUBRECIPIENT shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic, which is incorporated into and made a part of this Agreement.
- b. Projects that have historical impactors or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or

renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The SUBRECIPIENT agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed, and FEMA approval received by the SUBRECIPIENT, before any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process, and receipt of approval by the SUBRECIPIENT will not be reimbursed.

12. ADDITIONAL SPECIAL CONDITIONS

- a. Construction Documents, Contracts, Change Orders
 - i. Construction Document Approval: Upon request, the SUBRECIPIENT agrees to submit one copy of all construction plans and specifications to the DEPARTMENT prior to solicitation of bids. This request is to ensure bid set consistency with the subgrant's approved scope of work.
 - ii. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. Copies of all bids and contracts awarded shall be submitted to the DEPARTMENT upon request. Where all bids are substantially in excess of project estimates, the DEPARTMENT may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.
 - iii. Construction Change Order: All change orders must be in writing and shall be submitted to the DEPARTMENT. The SUBRECIPIENT shall pay any increase in the cost of the project as the result of a change order, unless the DEPARTMENT has agreed to the change with a written amendment to this Agreement.

13. EQUIPMENT AND TRACKABLE ASSETS MANAGEMENT

- a. If applicable, the SUBRECIPIENT and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement requirements, when procuring any equipment or trackable assets under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200 to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and trackable assets purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract or other means of legal transfer of ownership is in place.
 - ii. All equipment, and trackable assets as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.
 - iii. Inventory records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number

- C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
- D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
- E. Who holds the title
- F. Acquisition date
- G. Cost of the property and the percentage of federal participation in the cost
- H. Location, use, and condition of the property at the date the information was reported
- I. Disposition data including the date of disposal and sale price of the property.
- iv. The SUBRECIPIENT shall take a physical inventory of the equipment, and trackable assets as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and trackable assets including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and trackable assets are well maintained and kept in good operating condition.
- vi. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the DEPARTMENT'S Key Personnel.
- vii. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement trackable assets or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the SUBRECIPIENT must comply with the following procedures:
 - A. For Trackable assets: If there is a residual inventory of unused trackable assets exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the trackable assets are not needed for any other federal award, the SUBRECIPIENT must retain the trackable assets for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The SUBRECIPIENT shall compensate the

federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.
- b. The SUBRECIPIENT shall comply with the DEPARTMENT'S Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless Expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to emergency communications, the SUBRECIPIENT must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at https://www.cisa.gov/safecom/funding, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- e. Effective August 13, 2020, FEMA recipients and SUBRECIPIENT, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).* Recipients and SUBRECIPIENTS may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The SUBRECIPIENT must pass through equipment and trackable assets management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward under this Agreement.

B. DHS FFY23 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of <u>Hazard Mitigation Grant Program</u> funding, the SUBRECIPIENT shall comply with all applicable FEMA/DHS terms and conditions of the FEMA Award Letter and its associated documents for DHS, which are incorporated in and made a part of this Agreement.

Washington State Military Department GENERAL TERMS AND CONDITIONS Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA) Grants

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "Agreement" means this Grant Agreement.
- b. "DEPARTMENT" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a SUBRECIPIENT under this Agreement.
- c. "SUBRECIPIENT" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "SUBRECIPIENT" is the same as in 2 CFR 200.93 for all other purposes.
- d. "Monitoring Activities" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. "Project" means those actions funded through the Hazard Mitigation Assistance Grant Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT 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 telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in B.3. Statement of Assurances of the Hazard Mitigation Assistance Program and Policy Guide dated March 23, 2023.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29

CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.327, Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and

- 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.

- <u>1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA quidelines.
- 11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
- 12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14. Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
- 15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- 16. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
- 17. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are

duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

<u>44 CFR 206.9 Non-liability</u>. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this Agreement. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement 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.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

SUBRECIPIENTs that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any SUBRECIPIENTS or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes and audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts.Office@mil.wa.gov

Subject: Chelan County Natural Resources Department, Single Audit and Corrective Action Plan

OR

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT <u>must</u> send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten

(10) calendar days written notice, beginning on the second day after e-mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as

the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPATMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the SUBRECIPIENT if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: Chelan County Natural Resources Department

PROJECT TITLE: <u>Lake Wenatchee Back-up Generators</u>

The purpose of this project is for Chelan County Natural Resources Department:

Chelan County Natural Resources Department in partnership with Chelan County Fire District #9 will acquire and install a total of 5 emergency back-up generators. These generators will ensure the uninterrupted use of critical water facilities in the Lake Wenatchee area of Chelan County, WA. This will support community protection and emergency response. Furthermore this will ensure adequate water availability for community and infrastructure protection. Proposed generator sizes and locations include:

Lake Wenatchee Fire and Rescue- Station 91: 150KW 21696 Lake Wenatchee HWY, Leavenworth WA 98826 47.814161, -120.723847

Kahler Glen: 150KW

20700 Clubhouse Drive Leavenworth, WA 98826

47.798982, -120.724663

Ponderosa Community Club: 150KW 21100 Cayuse Street, Leavenworth WA 98826 47.733853, -120.659635

Tall Timber Homeowners Association: 20KW Napeequa Drive & Tall Timber Road, Leavenworth, WA 98826 47.92382, -120.8963

Tall Timber Ranch: 48KW 27875 White River Road, Leavenworth, WA 98826 47.925, -120.901

A specific and more detailed scope of work is found in the FEMA approved Project Application 5320-02-R, which is incorporated herein by reference.

Chelan County Natural Resources Department Agrees To:

- 1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget (Attachment 5).
- 2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT. SUBRECIPIENT is required to return all final closeout documentation to the DEPARTMENT within 45 days following the Period of Performance End Date determined by FEMA's Notice of Award. The DEPARTMENT reserves the right to withhold the final reimbursement request until final closeout documentation is submitted

- by the SUBRECIPIENT to the satisfaction of the DEPARTMENT. No final reimbursements shall be paid if submitted more than 60 days after the Period of Performance End Date.
- 3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
- 4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
- 5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
- 6. PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS
 - In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:
 - a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.
 - A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for reevaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.
 - b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
 - c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
 - d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
 - e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of

- pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.
- j. Resubmit the project to the DEPARTMENT and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.
- k. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- I. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.

m. Additional requirements as noted by FEMA in grant award document:

- a. This review does not address all federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize Federal funding.
- b. Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act and other laws and Executive Orders.
- c. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- n. Cost overruns in excess of the approval budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.
 - A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5320-WA). A request for additional funds must be fully documented and justified.

7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2023 Hazard Mitigation Assistance Program and Policy Guide apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The SUBRECIPIENT (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements as identified on page 244 of the 2023 Hazard Mitigation Assistance Program and Policy Guide:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

c. Copies of the recorded notices for each property will be provided to the DEPARTMENT at project closeout.

8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The SUBRECIPIENT must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the SUBRECIPIENT will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.
 - Copies of the Statement of Voluntary Participation signed by each participating property owner will be provided to the DEPARTMENT by project close-out.
- b. The SUBRECIPIENT agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes and agrees to comply with the requirements of 44 CFR Part 80 Property Acquisition and Relocation for Open Space.
- c. The SUBRECIPIENT agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the DEPARTMENT.
 - Copies of the recorded deed and attached deed restrictions for each property will be provided to the DEPARTMENT by project close-out.
- d. The SUBRECIPIENT accepts all of the requirements of the deed restriction governing the use of the land.
- e. The SUBRECIPIENT ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.
 - Documentation of this consultation and the SUBRECIPIENT's consideration of this issue will be provided to the DEPARTMENT by project close-out.
- f. The SUBRECIPIENT must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.
 - Documentation of this consultation will be provided to the DEPARTMENT by project close-out.
- g. The SUBRECIPIENT will remove existing buildings from acquired properties within 90 days of settlement. The SUBRECIPIENT will provide confirmation to the DEPARTMENT as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.
 - The SUBRECIPIENT will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the DEPARTMENT by project close-out.

- h. The SUBRECIPIENT agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the DEPARTMENT.
 - The SUBRECIPIENT will provide a copy of the completed form to the DEPARTMENT by project close-out.
- i. The SUBRECIPIENT agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2023 Hazard Mitigation Assistance Program and Policy Guide which are incorporated herein by reference):
 - 1. Restriction on future disaster assistance for damages to the property.
 - 2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
 - 3. Provision for salvage of pre-existing structures and paved areas.
 - 4. Requirements pertaining to future transfer of property interest.
 - 5. Requirement for SUBRECIPIENT monitoring and inspection of the acquired property at least every 3 years. The SUBRECIPIENT will provide the DEPARTMENT with a report on the result of the inspection within 90 days of the inspection.
 - 6. Provisions for enforcement of violation of open space requirements.

The Military Department Agrees To:

- 1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
- 2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse Chelan County Natural Resources Department within 45 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's request for additional documentation to support the reimbursement request. Any reimbursement requests that are returned to the SUBRECIPIENT and are not returned within the 15 calendar days will be required to submit a revised reimbursement request with a new signature and date.
- 3. Coordinate with the staff of <u>Chelan County Natural Resources Department</u> to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT:

Chelan County Natural Resources Department

PROJECT TITLE: <u>Lake Wenatchee Back-up Generators</u>

DESCRIPTION OF ACTIVITY/TASK	SCHEDULED COMPLETION DATE (months)	
Site Identification, HOA/Water District Coordination	2 Months	
Advertise - Bids, Pre-Bid Walk Through and Open Bid Period	3 Months	
Advertise and Award Electrical/Fuels Source Hookup Contract	5 Months	
Site Preparation	3 Months	
Generator Procurement	3 Months	
Gas Inspection/Installation	1 Month	
Generator Installation	4 Months	
Development of Long-Term Maintance Plan	4 Months	
Prepare and Complete All Project Closeout Documentation	2 Months	
Total Time Required to Comp	plete This Project: 27 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	July 15, 2025; October 15, 2025; January 15, 2026; April 15, 2026; July 15, 2026 Final Report	

PROJECT BUDGET

SUBRECIPIENT: Chelan County Natural Resources Department

PROJECT TITLE: Lake Wenatchee Back-up Generators

APPROVED BUDGET CATEGORY	ESTIMATED C	COST		
Pre-Award Costs		\$8,000.00		
Project Management Costs, Legal Expenses, etc.		\$32,174.00		
Project Inspection Fees		\$5,000.00		
Site Work		\$90,000.00		
Equipment (Trackable asssests costing \$5,000 or more)		\$279,500.00		
Miscellaneous – Fire Staff Mileage		\$326.00		
	Project Total	\$415,000.00		
SubMC – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.		\$16,250.00		
TOTAL (Project Total + SubMC): \$431,250,00				

TOTAL (Project Total + SubMC): \$431,250.00

Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, (FEMA-FM-5320-WA). A request for additional funds must be fully documented and justified.

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION Chelan County Natural Resources Department CONTRACT / PROJECT DESCRIPTION Lake Wenatchee Back-up Generators		DATE SUBMITTED 6/25/25 CONTRACT NUMBER D25-064	
1. AUTHORIZING AUTHO	RITY		
PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Shon Smith	Commissioner
		Kevin Overbay	Commissioner
		Brad Hawkins	Commissioner
2. AUTHORIZED TO SIGN	LCONTRACTS / AM	IENDMENTS	
		PRINT OR	TITLE
PHYSICAL SIGNATURE	E-SIGNATURE	TYPE NAME	TITLE
		Mike Kaputa	Director
3. AUTHORIZED TO SIGN	REQUESTS FOR F	REIMBURSEMEN	Γ
PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Sofia Bjorklund	Finance Manger
		Mike Kaputa	Director

SAF Revised 5/8/2024



Contract Change

Client: Chelan County Department of Natural Resources

Attn: Mike Kaputa, Director 316 Washington Street, Suite 401

Wenatchee, WA 98801

Date: June 19, 2025

Change No.: 1

Project No.: AS240098

Project Name: Mission Creek Fish Passage Design

Subject: Mission Creek Fish Passage Final Design – Contract Change #1

	Description of Change	Cost
providing design servifor the correction of fith Creek that are known vertical plate screen deaddressing fish passage design ran over budge to Task 7 to complete Task 7 - Final Design Confirm and/of from NOAA Final Passage Design Utilize/modify projected 100-velocities at the lower four (4) 603685-B). Develop 1D Final Design Prepare a frequent Assumption: Final Confirm and velocities at the lower four (4) 603685-B). Prepare a frequent Assumption: Final Confirm and velocities at the lower four (4) 603685-B).	or update fish screen designs to meet requirements Fisheries West Coast Region Anadromous Salmonid on Manual (2023). We existing FEMA draft model to analyze future exper flood event and to estimate water depths and the proposed vertical plate fish screen locations at the diversion locations (603671, 603677, 603685-A, and IEC-RAS model at upper diversion (603671) to projected 100-year flood event and to estimate water locities. We usually flooded areas impact assessment memorandum. Prepare as a final memorandum. We are a final	Time and Materials (not to exceed): \$35,000
	Summary of Contracts	Authorized Budget
Contract Order #1	Mission Creek Fish Passage Design	\$159,064
Contract Change #1	Mission Creek Fish Passage Final Design	\$35,000
Total Authorized Budget		\$194,064

This contract change amends Contract Order No. 1 between Geosyntec Consultants, Inc. and its			
subsidiaries and affiliates and Client dated January 25, 2024. Except as amended above, all terms and			
conditions of contract apply to this contrac	t change.		
GEOSYNTEC CONSULTANTS, INC. and its subsidiaries and affiliates	By: Who fruits		
	Printed Name: John Knutson, PE, PMP Principal Water Resources Engineer		
CLIENT	Ву:		
	Printed Name/Date:		

\ASP-Yak-01\Yak_share\Projects\AS240098 Mission Creek Diversions\Contract\CC01 Feb 2025\CC01_20250225_AS240098.docx



Amendment to Grant Agreement

Project Sponsor:Chelan Co Natural ResourceProject Number: 22-1226RProject Title:McCrate - Eagle Cr - R20Amendment Number: 2

Amendment Type:

Cost Change

Amendment Description:

A cost increase amendment is needed to add the funds necessary to complete construction now that the construction bids have been submitted and a contractor selected. Based on the winning bid, an additional \$205,883 is needed to complete construction. This includes \$22,000 for staff time and \$5,250 for a boundary line survey. The fish team and steering committee support this cost increase. Special condition #1 has been added to reflect the terms and conditions of the Climate Commitment Act funding.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - FFFPP-Grants	\$80,456.00	100.00%	\$286,339.00	100.00%
Project Sponsor	\$0.00	0.00%	\$0.00	0.00%
Total Project Cost	\$80,456.00	100%	\$286,339.00	100%
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$17,280.00	27.35%	\$23,780.00	9.06%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington Recreation and Conservation Office		Chelan Co Natural Resource		
		AGENCY:		
BY:		BY:		
For:	Megan Duffy	_		
TITLE:	Director	TITLE:		
DATE:				
		DATE:		
	Pre-approved as to form:			
BY:	<u> </u>	_		
	Assistant Attorney General			

Amendment Special Conditions

Project Sponsor: Chelan Co Natural Resource Project Number: 22-1226 R

Project Title: McCrate - Eagle Cr - R20 Amendment Number: 2

Special Conditions

CLIMATE COMMITTMENT ACT FUNDING

Where this section conflicts with other provisions of this Agreement, the requirements of this section shall prevail. Project Funding, Laws, and Rules

This project is funded through the Climate Commitment Act (Chapter 316, Laws of the State of Washington, 2021 ("CCA" or "the Act"). Funds provided herein are from one or more of the following accounts in the state treasury: Carbon Emissions Reduction Account (CERA), Climate Investment Account (CIA), Climate Commitment Account (CCA), Natural Climate Solutions Account (NCSA), and Air Quality and Health Disparities Improvement Account (AQHDIA). Sponsor shall comply with the requirements of the Act and specific requirements for each account that funds the project . Sponsors shall also follow all applicable Agencies' (see below) WAC's and policies established pursuant to the Act . Geographic Scope of Work

Funding through the Act's accounts (listed above) for this Agreement shall only be spent on the project and within the state of Washington.

Reporting

Sponsor shall assist RCO with its reporting requirements per the Act, and any applicable WAC's including but not limited to WAC 173-446B.

At the direction of RCO, Sponsor shall report project information to Washington State Department of Ecology ("ECY"), Washington State Department of Commerce, Washington State Department of Natural Resources, the Washington State Department of Health (DOH), the Office of the Governor, the Washington State Legislature ("LEG") to include the Joint Legislative Audit and Review Committee, the Environmental Justice Council (ECY, DOH), and the Office of Financial Management ("Agencies"), through 2045. Sponsor must provide RCO any requested project information needed to complete its Environmental Justice Assessment and Review and plans and assessments required by Act through 2045.

At the direction of RCO, Sponsor shall use reporting tools provided by the RCO or the Agencies to complete Sponsor and RCO's reporting requirements per this Agreement and the Act, and any WAC's or policies established by the Agencies pursuant to the Act.

Outreach

At the request of RCO, Sponsor shall provide a copy of all Sponsor project education and outreach materials via email to RCO for review prior to distribution.

Funding Source Acknowledgement and Branding

To strengthen public awareness of how CCA funding is used, Sponsor shall ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements, contracts, press releases and project related publications, media, and at the project site in the form of signs during all phases of the project to include preconstruction, pre-renovation, pre-rehabilitation, and for completed projects at the project site. Sponsor shall also ensure its contractors, subcontractors, service providers and others who assist Sponsor in implementing the project include recognition of CCA project funding on their website and other promotional or informational materials. Capital equipment costing more than \$5,000 shall also be branded with a CCA logo.

Sponsor shall request RCO provide the format for acknowledgement and branding language and logo in the language and font, and logo color, font, and format, consistent with CCA funding requirements as set for in this subsection. For logos, Sponsor shall contact RCO to request approved logo templates.

- Language: "The Center Road MP 3.23 Fish Barrier Removal is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and- invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
- Logo: Sponsor shall request RCO send it logo templates approved by the state. The RCO provided logos should always be used in its entirety, with the wordmark and symbols together. The logo should not be altered in any way, including changing the colors, proportions or fonts. The logo should be displayed on a white background. If a white background isn't possible, use the primary logo with the border or one of the approved white logos. The primary color palette is the shades of green, but it can also be used in black and white and/or gray scale as required. The logo can be used in a variety of applications, including websites, social media, print materials, and signage. When using the logo in digital applications or printing for signage, it is important to use a high-resolution version of the logo.

PACIFIC ENGINEERING

June 20, 2025

Mike Kaputa, Director Chelan County Natural Resources Department 411 Washington Street, Suite 201 Wenatchee, WA 98801

PROJECT: Malaga Waterfront Park Kawecki Road Feasibility Study

Pacific Project No. 22076.4CA/EA/SA

SUBJECT: Feasibility Comparison Fee Proposal

Civil, Environmental, Landscape Architecture and Railway Consultant Services

Dear Mr. Kaputa,

Thank you for the opportunity to partner with you on the Malaga Waterfront Park Project-Kawecki Road Feasibility Study. We have reviewed the information provided by your office and have prepared the following Fee Proposal based on our research of the site and phone conversations with you. This Fee Proposal provides additional services to the previous 30% Design Development of Malaga Waterfront Park located off West Malaga Road.

Our design roles are as follows: Pacific is serving as the Prime Consultant, Studio Seyfried is serving as the Landscape Architect and Hanson Professional Services is providing consulting regarding the railroad crossing. Chelan County Natural Resources Department (CCNRD) is the Owner.

PROJECT DESCRIPTION

The current project site for the Malaga Waterfront Park encompasses 37 acres at the time of this proposal and is accessed from West Malaga Road. The Phase 3, 30% design effort recently completed focused on the work within the western 20 acres of the site. CCNRD is potentially considering acquiring four parcels approximately 0.42 miles east of the current site to expand or relocate the Malaga Waterfront Park to this location. The four parcels total approximately 30.9 acres and are potentially accessible with limitations from Kawecki Road and West Malaga Road.

The project consists of a feasibility level evaluation of the Kawecki Road property for relocation of the Malaga Waterfront Park. A comparison will be made between the two park locations using the 30% design as a basis for comparison of similar amenities. The goal of the project is to provide enough information to decide on moving forward with the design of the park in the current location or relocating the park to the Kawecki Road property.

SCOPE OF WORK

The Scope of Work as outlined below is the anticipated level of effort to provide project delivery based on the 30% Design Documents set, experience gained from similar projects, and direction from phone conversations with CCNRD staff.

The Scope of Work will be completed in the following tasks:

TASK 1 - KICKOFF

The Scope of Work under this task will include the following activities:

1.1 Kickoff Meeting/Site Visit

The Pacific team will attend one (1) kick-off meeting/site visit with the Owner team to review site constraints, expectations and coordination items through the design development phase. Walking the site verifying feasibility/suitability with the ground conditions is anticipated.

TASK 2 – CONCEPTUAL DESIGN

Approximately (2) virtual meetings will be required. The Scope of Work to be completed under this task includes the following activities:

2.1 Schematic Development of (2) Layouts

The Pacific team will collaborate with CCNRD staff to develop:

- Conceptual layouts utilizing similar amenities to the current Malaga Waterfront Park.
- Grading model to quantify earthworks
- Collaboration with CCNRD subconsultants for evaluation of cultural and Phase 1 Environmental
- Aid in selection of preferred alternative

2.2 <u>Design Evaluation</u>

The Pacific team will evaluate site conditions as follows for preferred alternative:

- Critical Areas
- Grading and mass quantities of construction materials
- Boat launch and swim beach location with respect to Columbia River Conditions
- Primary and secondary site access to highway
- Summarization of previous railway crossing studies with respect to the existing access points
- Safety considerations
- Permitting conditions

2.3 Design Development Cost Comparison

The Pacific team will provide a cost analysis of both sites for a side-by-side comparison using the 30% design basis at the original site and the preferred option of the new conceptual design for the Kawecki Road location.

TASK 3 – DELIVERABLE DOCUMENTS

It is anticipated the following Design Development drawings and documentation will be generated and published in PDF format as part of Pacific's Scope of Work deliverables:

- C0 Series Cover Sheet
- L1 Series Conceptual Site Layout(s)
- C1 Series Grading, Paving and Storm Plan Schematic Drawings
- L1 Series Conceptual Utilities Plan

In addition to the drawings, the Pacific Team will provide a cost comparison spreadsheet and brief narrative describing the findings of the feasibility study.

ASSUMPTIONS

Pacific Project No. 22076.4 CA/EA/SA Page 2 of 4 The following general characteristics about the Project are assumed in the preparation of this proposal:

- Lidar, bathymetry and flow data derived from previous project efforts are adequate for the feasibility level analysis to meet the CCNRD expectations.
- It's understood by all parties that the construction cost comparison analysis is based on design development drawings and will convey a relative order of magnitude of probable cost. If a higher level of confidence in the construction cost estimate is needed, design should progress to at least 30% for the preferred alternative which is not included in this Scope of Work.

EXCLUSIONS

The following project related services are specifically excluded from this Scope of Work. If requested, these services can be provided in accordance with a separate Fee Proposal.

- Geotechnical Engineering
- Topographic Surveying
- Traffic Impact Studies, Analyses Beyond Evaluation of Existing Studies
- Environmental Studies Other Than Permitting Analysis
- Utility Locating
- Public Outreach / Meetings
- Formal Presentation of Materials

FEE PROPOSAL

The following is a Fixed Fee estimate summary to provide services as described previously in the Scope of Work. See footnotes for additional clarification.

DESCRIPTION	Civil Structural Environmental	Landscape Arch	Railway Consultant	Total
Task 1 – Kickoff / Site Visit	\$2,500.00	\$1,500.00	-	\$4,000.00
Task 2 – Conceptual Design	\$10,350.00	\$12,200.00	\$2,500.00	\$25,050.00
Task 3 – Deliverable Documents	\$31,150.00	\$16,300.00	\$3,500.00	\$50,950.00
Subtotal	\$44,000.00	\$30,000.00	\$6,000.00	\$80,000.00
Reimbursements	Included	Included	Included	\$0.00
TOTAL	\$44,000.00	\$30,000.00	\$6,000.00	\$80,000.00

FOOTNOTES

- 1. Services will be invoiced monthly based on actual hours worked. All invoices are due upon receipt and will be assessed a late payment charge of 1% per month if not paid within 60 days of the invoice date. If Pacific is not paid when due, Pacific may suspend or terminate services, and all copies of any reports, plans, specifications, and other documents prepared by Pacific under this agreement will be returned to Pacific, and these documents will not be relied upon in any fashion. Pacific retains all rights to claim against performance bonds, lien property, and other measures to receive payment for services rendered
- 2. Fee Proposal assumes that authorization to proceed will be given within 45-days. Authorization after this date, may require adjustment to Fee Proposal.
- 3. Pacific reserves the right to move budget between Tasks and Consultants as described herein without Owner approval as long as the Fee Estimate remains the same.

PROJECT SCHEDULING

We understand that the Owner's objective is immediate start once the Proposal is accepted with the Deliverables completed and submitted by September 1, 2025.

June 20, 2025 Mike Kaputa Fee Proposal – Malaga Waterfront Park Kawecki Road Feasibility Study

We appreciate the opportunity to be a team member on this project. Please review the above information and contact us if you have any questions or require additional information.

Sincerely,

Aaron D. Anderson, PE Principal, Senior Civil Engineer Licensed in WA, ID, NE

Attachment: Fee Schedule

	AUTHORIZATION TO PROCEED
SIGNATURE	
PRINT NAME	
COMPANY	
DATE	



2025 FEE SCHEDULE

DESCRIPTION	HOURLY RATE
STRUCTURAL II	\$225
STRUCTURAL I	\$210
SENIOR V	\$255
SENIOR IV	\$230
SENIOR III	\$220
SENIOR II	\$210
SENIOR I	\$200
PROJECT V	\$196
PROJECT IV	\$191
PROJECT III	\$185
PROJECT II	\$179
PROJECT I	\$172
ENVIRONMENTAL V	\$250
ENVIRONMENTAL IV	\$206
ENVIRONMENTAL III	\$174
ENVIRONMENTAL II	\$152
ENVIRONMENTAL I	\$131
TECHNICIAN V	\$163
TECHNICIAN IV	\$155
TECHNICIAN III	\$148
TECHNICIAN II	\$140
TECHNICIAN I	\$132
STAFF V	\$103
STAFF IV	\$93
STAFF III	\$81
STAFF II	\$71
STAFF I	\$60
EXPENSES: COST +15%	



Contract Order

Client: Chelan County Natural Resources Department

Attn: Elle Robinson

411 Washington Street, Suite 201

Wenatchee, WA 98801

Date: June 18, 2025

Contract No.: 1

Proposal No.: NCP2025-071

Project Name: Lake Chelan Collaborative and Watershed Plan

Chelan County, Washington

Period of Performance: June 1, 2025 - September 30, 2027

Description of Work	Cost
Aspect Consulting, a Geosyntec Company (Aspect) understands Chelan County Natural Resources Department (CCNRD) is seeking technical and facilitation support to leverage existing information and the robust local knowledge of the Lake Chelan Watershed Planning Unit (LCWPU) to create a future Lake Chelan Collaborative (LCC), whose goal will be identifying key water supply, water quality, and aquatic invasive species issues within the Lake Chelan Watershed, and make recommendations on how to best address them, culminating in an updated Lake Chelan Watershed Restoration Plan and Aquatic Invasive Species Management Plan.	Time & Materials Not to Exceed \$225,000
Aspect and Aspect's technical team consisting of Anchor QEA, Meadow Run Environmental, Cascadia Consulting Group, and American Forest Management (Aspect team) propose to support CCNRD in completing the following five tasks under this proposed scope of work, developed in accordance with the Bureau of Reclamation WaterSMART grant award:	
Task 1 – Facilitation	Task 1: \$79,100
Under Task 1, the Aspect team will support the CCNRD in facilitating the LCC. The LCC will build upon the already strong foundation of the existing LCWPU, to further diversify and broaden group representation.	
Our facilitation team will support CCNRD and newly established LCC to confirm roles, responsibilities, and a framework for decision-making through an organizational structure or charter building off the existing LCWPU structure. The charter will build on the existing framework that leverages past successes and lessons learned. Our facilitation team will also work with CCNRD to develop a facilitation road map outlining meeting topics, goals and key decision points.	
Through facilitation of the LCC, the Aspect team will assist in establishing a common understanding of complex but critical issues within the Lake Chelan watershed through presentations on key issues, facilitating focused discussions, and informing decisions on strategies to address key issues with the overarching goal of reinvigorating restoration efforts within the Lake Chelan watershed and developing an updated Lake Chelan Watershed Restoration Plan.	

The Aspect team will also support facilitation of an AIS subcommittee to discuss key concerns and strategies related to this important issue, and to put forth recommendations to the full LCC group.

Deliverables:

- Agendas and supplemental materials for each LCC and AIS subcommittee meeting facilitated by the Aspect team
- Meeting documentation review and input, including succinct summaries of discussion points and key takeaways
- Organizational structure including a collective mission statement, vision, guiding principles and goals
- Facilitation road map

Assumptions:

- We assume in-person attendance and facilitation of up to nine LCC meetings throughout the project period.
- We assume four AIS subcommittee meetings throughout the project period, to be held on the same day as the LCC meetings.
- CCNRD will take lead on the first meeting (June 11, 2025) of the LCWPU while the group is being established, after which the Aspect team will assume the primary facilitation role with support from CCNRD.
- CCNRD will lead recruiting efforts for new LCC members with outreach support from the Aspect team under Task 2.
- CCNRD staff will assist with taking notes during LCC meetings and AIS subcommittee meetings.
- If additional interim meetings are needed, they will be led by CCNRD staff. The Aspect team will participate in up to four technical meetings to be held on the same day as the LCC meetings.

Task 2 – Outreach

The Aspect team will support the CCNRD in planning and developing materials for outreach to new LCC members and to the public. The Aspect team will prepare a Communication and Outreach Plan to guide outreach efforts, aid in recruiting new LCC members, and develop outreach and educational materials. The plan's effectiveness will be revisited in 2026 to reflect planning unit members input over meetings in 2025 as we move into preparation of the Lake Chelan Watershed Restoration Plan.

The Aspect team will participate in up to two public sessions for the Lake Chelan Watershed Planning effort – one session to draw the public into this burgeoning effort and help to scope the kinds of issues, data gaps, and emerging concerns existing in the basin, and a second session near plan adoption to communicate the established priorities and efforts planned for the next several decades. The Aspect team will support CCNRD in attending and presenting at these sessions.

To prepare for events like this, and to provide a ready source of up-to-date information, the project team will also assist the CCNRD in developing

Task 2: \$20,500

outreach and educational materials. These materials are expected to include updates to the County's current Lake Chelan Watershed Planning website, FAQ sheets and other written materials, as well as presentation materials.

Our team will also work to integrate AIS messaging into the forefront of our outreach efforts. This communication will be based on existing studies, data, and ongoing studies with the Lake Chelan Research Institute.

Deliverables:

- Communication and outreach plan (2025 and 2026 versions)
- Outreach materials within allocated budget including web page development, physical outreach materials, and social media outreach

Assumptions:

- This scope assumes in-person Aspect team attendance of two outreach events.
- CCNRD will support organization and planning of the public outreach events.
- CCNRD will lead outreach efforts to new LCC members.

Task 3 – Compile, Organize, and Share Existing Information

Under Task 3, the Aspect team will compile relevant studies, data, and institutional knowledge informed by the work sessions and interviews with LCC members completed under Task 1, and by the team's in-depth understanding of ongoing and historical work in the Lake Chelan watershed.

To aid in resource sharing with the LCC, the Aspect team will prepare a readily accessible web-based portal with an intuitive file management structure via SharePoint. Existing information will also be reviewed and summarized under the Task 4 report and used to cultivate dialogue amongst LCC members in work sessions regarding critical data gaps, and actionable strategies to address them.

Informed by discussion in the work sessions and feedback from the LCC, the project team will make recommendations on strategies to address key data gaps, and how they could be funded. These recommendations will be provided in a matrix table format, organized by data gap they intend to address and ranked based on the extent to which the studies are critical for management decisions. This matrix will be included as an exhibit within the Lake Chelan Watershed Restoration Plan.

Deliverables:

- SharePoint Site for File and Data Sharing that allows access for all stakeholders
- Data gaps project recommendations matrix

Assumptions:

• To allow for efficiency of this phase, the Aspect team will limit compilation of background information during two discrete periods

Task 3: \$25,100

of time: once at the beginning of the planning effort, and once towards the end of the planning effort.

Task 4 – Draft the Lake Chelan Watershed Restoration Plan

Informed by the efforts completed under Tasks 1 through 3, the Aspect team will work with the County and the LCC to develop the Lake Chelan Watershed Restoration Plan (LCWRP). The LCWRP will summarize watershed restoration priorities, existing data gaps, recommendations for addressing data gaps, strategies for meeting the watershed restoration goals established by the LCC, and funding recommendations to allow progress on the established goals.

The Aspect team will work with the LCC to assure the priorities documented in the LCWRP reflect the diversity of the LCC members and the public, and the recommended strategies consider the reality of a changing climate. As priorities are identified, the project team will work to develop recommendations for actionable, achievable, and sustainable solutions to water supply and water quality concerns within Lake Chelan and its tributaries.

Recommendations provided in the LCWRP are expected to include studies for addressing key data gaps, in addition to projects addressing priority watershed concerns such as the diminishing Lake Chelan Reserve. Projects are likely to include new initiatives, and continuation of ongoing efforts. An implementation project schedule, interim milestones, and likely funding sources will be provided for each recommended project.

As a part of the LCWRP development, the Aspect team will also prepare a separate AIS Management Plan to be included as an appendix to the LCWRP. The AIS Management Plan will be informed by the findings and recommendations of the AIS subcommittee detailed under Task 1, existing studies and data learned under Task 3, as well as current state of the science and AIS plans for similar water bodies.

The Aspect team will prepare annotated outlines for both the LCWRP and AIS Management Plan for review by the County and LCC. Following review of the annotated outline, the Aspect team will develop a draft of both planning documents for County and LCC review. Feedback will then be incorporated into final draft documents for LCC adoption.

Deliverables:

- An implementation project schedule and interim milestones, likely funding sources, priority projects, and outreach and watershed monitoring
- Lake Chelan Watershed Restoration Plan Outline
- Lake Chelan Watershed Restoration Plan Draft and Final
- AIS Management Plan Draft and Final

Task 4: \$75,100

Assumptions:

 We assume incorporation of one round of edits/comments on the Lake Chelan Watershed Restoration Plan and AIS Management Plan.

Task 5 – Project Team and Workflow Coordination

To ensure cohesive and effective operation of a large team, intentional coordination is key. As team lead, Aspect will facilitate transparent communication and clear expectations of effort amongst the team members by providing regular email status updates, developing internal workflow management tools such as a task-tracker, and building centralized locations for information sharing.

The Aspect team will also work directly with the County to provide regular monthly updates on the status of effort and budget, and any unanticipated changes in scope or project schedule.

Deliverables:

- Monthly invoices and summary of effort and deliverables completed
- Regular check-ins (at least once every two months) with Aspect team and CCNRD staff to confirm project timelines and deliverables are on schedule

Assumptions:

• The Aspect team will participate in monthly as-needed virtual check-ins with the CCNRD during the period of the project.

Schedule:

The proposed project schedule is provided with this contract as Attachment 1.

Task 6 – Management Reserve Fund: \$10,000

This task includes funds that may be used in the event of additional services requested by CCNRD that exceed the budgeted amount or scope of the tasks listed above. These funds will only be utilized with prior approval in writing from CCNRD. The intent of including this contingency is to avoid project delays due to insufficient funds in the contract and will allow Aspect to continue to provide expeditious services to CCNRD throughout the duration of the project period.

Task 5: \$15,200

Task 6: \$10,000

By its signature below and/or authorizing Geosyntec Consultants, Inc. and its subsidiaries and affiliates to proceed in accordance with this Proposal, Chelan County Natural Resources Department accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.

GEOSYNTEC CONSULTANTS, INC.	By: Daniet Helle
and its subsidiaries and affiliates	Printed Name: Dan Haller, PE, CWRE Senior Principal Water Resources Engineer
	Ву:
CLIENT	Printed Name/Date:

S:\Chelan County Natural Resources Dept\Lake Chelan Watershed Plan\Contracts\CO01_20250618_NCP2025-071_LCCWatershedPlan.docx

ATTACHMENT A PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is attached to and made a part of the proposal submitted to Chelan County Natural Resources Department ("Client") by Geosyntec Consultants, Inc., and its subsidiaries and affiliates (collectively "Geosyntec"), dated June 18, 2025 ("Proposal"). Geosyntec shall perform the scope of services described in the Proposal, subject to the following terms and condition upon acceptance of the Proposal or Client's authorization to proceed. The Client and Geosyntec are referred to herein individually as "Party" and collectively as "Parties".

- 1. ACCEPTANCE OF TERMS: The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client's signing the Proposal, issuing an authorization to proceed with the Proposal or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions, are conflicting terms introduced by the Client in a purchase order or other document, are expressly rejected unless both Parties agree to these changes in writing and they are incorporated into this Agreement. Any amendment must be in writing signed by Client and Geosyntec.
- 2. <u>SCOPE OF SERVICES:</u> The services to be provided by Geosyntec pursuant to this Agreement ("Services") are described in the Proposal, and any amendments or Service Orders issued thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site ("Project Site").
- 3. <u>CLIENT RESPONSIBILITY:</u> Client shall provide Geosyntec, in writing (where applicable), all information relating to Client's requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, and provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.
- 4. COMPENSATION, INVOICING AND PAYMENT: The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec's rate schedule attached to the Service Order, along with any preapproved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a "not to exceed" budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec's then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client's receipt of payment from any other parties. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days' written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such

invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

- 5. CHANGES: In the event services beyond those specified in the Scope of Services are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.
- 6. RECOGNITION OF RISK: Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.
- STANDARD OF CARE: Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission shall be contingent upon Geosyntec being notified promptly of the defect.
- 8. INDEMNIFICATION: To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs. expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.
- 9. LIMITATION OF LIABILITY: To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client including without limitation third party claims for contribution and indemnification), arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed in the aggregate the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third-party claims against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.
 - 10. INSURANCE: Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

(i) Workers' Compensation Employer's Liability

Commercial General Liability or (ii) Public Liability Insurance

Comprehensive Automobile Liability

(iv) Professional Liability Statutory

- \$1,000,000 per occurrence

- \$1,000,000 per occurrence

- \$2,000,000 combined single limit

- \$2,000,000 per claim

Geosyntec shall provide Client with an insurance certificate upon Client's request.

11. DISPUTES: The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in the Governing Law and Venue Section below. Any

applicable statute of limitations on any claim in any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

- 12. RIGHT OF ENTRY: Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.
- 13. PROJECT SITE RESPONSIBILITIES: If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.
- 14. HAZARDOUS SUBSTANCES: "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.
- 15. <u>CONFIDENTIALITY:</u> Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.
- 16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS: Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual. non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not). copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.

17. **DELAYS AND FORCE MAJEURE:** Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision. neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

18. SUSPENSION/TERMINATION: If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

- 19. <u>ASSIGNMENTAND THIRD PARTY RIGHTS:</u> Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.
- 20. <u>VALIDITY AND SEVERABILITY:</u> The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.
- 21. GOVERNING LAW AND VENUE: This Agreement and all disputes related to it shall be governed and construed by the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the Superior Court of Chelan County. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 22. <u>INTEGRATED WRITING:</u> This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services
- 23. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES: The signatories of this Agreement and/or the authorization to proceed are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.





GEOSYNTEC CONSULTANTS - NW OPERATIONS 2025 U.S. RATE SCHEDULE CHELAN COUNTY

	Rate/Hour
Staff Professional	\$157
Senior Staff Professional	\$180
Professional	\$208
Project Professional	\$240
Senior Professional	\$275
Principal	\$305
Senior Principal	\$330
Technician I	\$ 93
Technician II	\$104
Senior Technician I	\$112
Senior Technician II	\$120
Site Manager I	\$137
Site Manager II	\$149
Construction Manager I	\$157
Construction Manager II	\$170
Senior Designer	\$210
Designer	\$175
Senior Drafter/Senior CADD Operator	\$165
Drafter/CADD Operator/Artist	\$145
Senior Technical Editor	\$170
Technical Editor	\$150
Project Analyst	\$125
Project Administrator	\$103
Clerical	\$ 80
Direct Expenses	Cost plus 8%
Subcontract Services	Cost plus 8%
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.

Change Order

PROJECT: Upper Wenatchee FRB Natapoc Ridge Hand Thinning Project

TO CONTRACTOR:

Summitt Forests, Inc. 2305 Ashland St. Ste 104 PMB 432 Ashland, OR 97520 **CHANGE ORDER NUMBER: 1**

DATE: 6/17/25

CONTRACT DATE: 5/6/25

CONTRACT FOR: Hand Thinning

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide all Labor, Materials, Equipment, Incidentals and other Services as required to complete Work as set forth. Extend agreement date to complete project work.

1. Increase Bid Item #1 by \$150 per acre for a total of \$22,920 cost increase

This Change Order increases the bid price by \$150/ac, from \$1,600/ac to \$1,750/ac. The contract for hand-thinning on Natapoc Ridge included an incentive of an additive \$150/ac if the work was completed prior to June 30th 2025 in order to meet DNR funding deadlines. The contractor was able to fully complete the contracted work within the time frame to achieve the full incentive.

This item increases Bid Item #1 by \$150/ac for the full 152.8 acres. The total bid item increase is \$22,920.

In accordance with written description, plans, Contractor Change Order Proposal and Documentation, there is an overall cost increase associated with this Change Order to the total contract amount.

The original contract sum was	\$
The net change by previously authorized Change Orders	\$
The Contract Sum will be changed by this Change Order by	\$
The new Contract Sum including this Change Order will be:	\$

\$ 244,480.00		
\$ 0.00		
\$ 22,920.00		
\$ 267,400.00		

There is no date change associated with this Change Order.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

OWNER: Chelan County	CONTRACTOR: Sweet fourts Iw.
Title: Chelan County Commissioner Date:	Title: JM . Date: 6/25/25



Contract Number: 24-63610-111

Amendment: 1

Local Government Division Growth Management Services 2023-2025 Climate Planning Grant

1. Contractor Chelan County 411 Washington St., Suite 201 Wenatchee WA, 98801		2. Contractor Doing Bo N/A	usiness As ((optional)	
Sofia Bjorklund Chief Accountant (509) 667-6324		4. COMMERCE Representative (only if updated) Noelle Madera PO Box 42525 Climate Operations Team Lead 1011 Plum St SE (509) 818-1040 Olympia, WA 98504-noelle.madera@commerce.wa.gov 2525		PO Box 42525 1011 Plum St SE Olympia, WA 98504-	
5. Original Contract Amount (and any previous amendments)	6. Amendment	Amount	7. New Contract Amount		
\$180,000	-	\$30,000		\$150,000	
8. Amendment Funding Source		9. Amendment Start D	ate	10. Amendment End Date	
Federal: ☐ State: ☒ Other: ☐ N/A:		Date of Execution		June 30, 2025	
11. Federal Funds (as applicable):	Federal Agency	/ :	ALN:		
N/A	N/A		N/A		
12. Amendment Purpose: The purpose of this amendment is to a	mend the scope of	of work and budget.			
COMMERCE, defined as the Department accept the terms of this Contract As Arrivate below to start as of the date and years As Amended are governed by this Contractor Terms and Conditions inclus this Contract Amendment shall be attaced to the contractor. Any reference in the original	nended and attac rear referenced al stract Amendment ding Attachment o ched to and made	chments and have execut bove. The rights and oblict and the following other of "A-1" – Scope of Work, A e a part of the original Con "Contract" shall mean the	ed this Contr gations of bo locuments in ttachment "B ntract between	ract Amendment on the th parties to this Contract acorporated by reference: 1-1" – Budget. A copy of the COMMERCE and the	
FOR CONTRACTOR		FOR COMMERCE	FOR COMMERCE		
Mike Kaputa, Director Chelan County		Mark K. Barkley, Ass Local Government D		or	
Date		Date APPROVED AS TO Sandra Adix Assistant Attorney G 3/20/2014		Y	
		Date			

This Contract is amended as follows:

Attachment A Scope of Work is hereby replaced in its entirety by Attachment A-1 – Amended Scope of Work.

Attachment B Budget is hereby replaced in its entirety by Attachment B-1 – Amended Budget.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Attachment A-1: Amended Scope of Work

Tasks	Description	Due Date		
Task 1	Initiate project			
1.1	Form steering committee and establish operating procedures			
1.2	Develop communication and engagement strategy, including environmental justice components			
Deliverable 1	Operating procedures and communication and engagement strategy memos (2)	May 2024		
Task 2	Assess and prioritize climate impacts			
2.1	Identify community assets subject to climate change effects			
2.2	Perform literature review and compile information on climate hazards and changes in the climate			
2.3	Pair assets and hazards and describe exposure and consequences			
2.4	Identify priority climate hazard risks in Chelan County			
Deliverable 2	Climate hazard risk assessment memo	Dec 2024		
Task 3	Audit Plans and Policies			
3.1	Review existing plans and policies for climate gaps and opportunities			
Deliverable 3	Existing plans and policies audit memo	Dec 2024		
Task 4	Perform vulnerability and risk assessment			
4.1	Assess sensitivity and adaptive capacity			
4.2	Characterize vulnerability			
Deliverable 4	Vulnerability assessment memo	June 2025		
	<u> </u>	1		

Attachment B-2: Amended Budget

Deliverables	Amended Budget
Deliverable 1: Initiate Project: Operating Procedures and Communication and Engagement Strategy Memos	\$30,000
Deliverable 2: Assess and Prioritize Climate Impacts: Climate Hazard Risk Assessment Memo	\$50,000
Deliverable 3: Audit Plans & Policies: Existing Plans and Policies Audit Memo	\$40,000
Deliverable 4a: Perform Vulnerability and Risk Assessments: Vulnerability and Risk Assessment Memos	\$30,000
Contract Total:	\$150,000

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form				
Reviewer	Name	Initials and Date		
Budget Analyst	Corina Campbell	U Ds	6/5/2025 9:40 AM PDT	
GMS Managing Director	Dave Andersen		6/5/2025 11:14 AM PDT	
Deputy Assistant Director – LGD	Tony Hanson			



Certificate Of Completion

Envelope Id: 1923132D-EAA5-4956-AE72-0A03E1166FD3

Subject: Complete with Docusign: Chelan County Climate Planning 24-63610-111 Amendment 1.pdf

Division:

Local Government Program: Climate

ContractNumber: 24-63610-111

DocumentType: Contract Amendment Source Envelope: Document Pages: 5

Certificate Pages: 5 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Signatures: 0

Initials: 2

Envelope Originator: Ashley Dofner 1011 Plum Street SE MS 42525

> Olympia, WA 98504-2525 ashley.dofner@commerce.wa.gov IP Address: 147.55.134.118

Record Tracking

Status: Original

6/4/2025 9:01:42 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Ashley Dofner

ashley.dofner@commerce.wa.gov

Pool: StateLocal

Pool: Washington State Department of Commerce

Location: DocuSign

Status: Sent

Location: Docusign

Signer Events

Corina Campbell

corina.campbell@commerce.wa.gov

Security Level: Email, Account Authentication

(None)

Signature



Signature Adoption: Pre-selected Style Using IP Address: 198.238.8.171

Timestamp

Sent: 6/4/2025 9:03:57 AM Viewed: 6/5/2025 9:40:42 AM Signed: 6/5/2025 9:40:48 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dave Andersen

dave.andersen@commerce.wa.gov

Security Level: Email, Account Authentication

(None)

Da

Signature Adoption: Pre-selected Style Using IP Address: 198.239.10.222

Sent: 6/5/2025 9:40:49 AM Viewed: 6/5/2025 11:14:23 AM Signed: 6/5/2025 11:14:41 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mike Kaputa Mike.kaputa@co.chelan.wa.us

Director

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 6/6/2025 6:29:52 AM

ID: da1b3688-833c-4976-ab2e-50091385c765

Tony Hanson

tony.hanson@commerce.wa.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Sent: 6/5/2025 11:14:43 AM Resent: 6/23/2025 3:19:45 PM Viewed: 6/24/2025 1:26:41 PM

Signature Signer Events Timestamp

Not Offered via Docusign

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

Electronic Record and Signature Disclosure:Not Offered via Docusign

In Person Signer Events	Signature	Timestamp			
Editor Delivery Events	Status	Timestamp			
Agent Delivery Events	Status	Timestamp			
Intermediary Delivery Events	Status	Timestamp			
Certified Delivery Events	Status	Timestamp			
Carbon Copy Events	Status	Timestamp			
Witness Events	Signature	Timestamp			
Notary Events	Signature	Timestamp			
Envelope Summary Events Status		Timestamps			
Envelope Sent	Hashed/Encrypted	6/4/2025 9:03:57 AM			
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.

Chelan County Sheriff Agenda July 1, 2025

DISCUSSION ITEMS:

- 1. Code Enforcement Funds for abatement cleanup projects
- 2. Reentry Housing Assistance Project Kennedy's Place
- 3. Columbia River Drug Task Force (CRDTF) Vehicle Replacement Purchase
- 4. Department Update

Action Items:

- 1. Letter of Agreement with Chelan County PUD Flock Safety Camera
- 2. Purchase and Installation of Tow Hitches for Three Code Enforcement F-150's







PUBLIC UTILITY DISTRICT NO. 1 of CHELAN COUNTY

P.O. Box 1231, Wenatchee, WA 98807-1231 • 203 Olds Station Rd., Wenatchee, WA 98801 (509) 663-8121 • Toll free 1-888-663-8121 • www.chelanpud.org

LETTER AGREEMENT NO.9

June 20, 2025

Dan Ozment Undersheriff, Chelan County Sheriff's Office 401 Washington St. Level 1 Wenatchee, WA 98801

Re: Letter Agreement No. 9 – Installation of Flock Cameras on District Poles

Dear Undersheriff Ozment:

This Letter Agreement No. 9 ("LA-9") will memorialize Public Utility District No. 1 of Chelan County's ("District") agreement to authorize Chelan County Sheriff's Office ("County") to install solar powered license plate reader cameras in high priority areas identified by County.

Authorization:

On October 12, 1998, the District and Chelan County entered into a Master Agreement for Cooperative Action to promote exchange and sharing of services in accordance with the terms of the Inter-local Cooperation Act, RCW 39.34. Paragraph K of the Master Agreement provides for specific arrangements between the District and County through Letter Agreements.

Background:

The District owns and operates an utility system that includes utility poles. County has identified seven specific pole locations where they desire to install a Flock solar powered camera. The purpose of the license plate reader cameras is to enhance public safety. The County has secured initial funding to install several cameras as part of a pilot project.

The County first approached the District on June 11, 2025, after a ride-along with the District's Dan Moser to identify the process and potential locations that could be helpful to the pilot camera project.

Terms and Conditions for this Cooperative Action:

- 1. County shall acquire the Flock Cameras, the specification of which can be found on Attachment "1", and coordinate with Flock for the installation of the same.
- 2. Without representation or warranty of any kind regarding the right to install such equipment at these locations, and at County's sole risk, District will allow County to install the cameras on District poles at the

locations indicated on Attachment "2" for up to two years from the date of this LA-9; provided, however, that if any property owner objects to the placement of a camera on its property, County shall remove the camera from that owner's property at its sole cost and expense. Further, County shall defend, indemnify and hold District harmless from any claim arising from the placement of a camera on public or private property (including without limitation any claim that District does not have appropriate property rights to support the placement of a camera).

- 3. During the term of this agreement, County agrees to work to obtain permission to locate assets it owns in the right-of-way and to work together to relocate the cameras within the term once the permits are obtained.
- 4. District and County, individually a party or collectively the parties, do hereby agree to mutually and reciprocally defend, indemnify and hold harmless each other and each other's elected and appointed officials, officers, employees and agents against any and all liability, loss, or damage incurred as a result of claims, demands, or actions of any kind resulting from any activity undertaken as a part of this agreement, error or omission. Provided that each party's obligation to indemnify and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence or sole willful misconduct of the other party, its agents, employees and officers. Each party's obligation to indemnify and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or concurrent willful misconduct of the parties shall apply only to the extent of the negligence or willful misconduct of each party.
- 5. This LA-9 shall terminate upon the following conditions:

District:

- a. County may terminate upon notice to the District and removal of all cameras;
- b. District may terminate LA-9, 1) Upon sixty (60) days written notice in the event the cameras become an impediment to District operations, in its sole discretion, or 2) immediately if it is determined that the District's rights do not permit the addition of the cameras.

Chelan County:

ADMINISTRATORS FOR THIS Cooperative Action under Letter Agreement No. 9:

Dan Ozment	
509.667.6832	
each part shall ensure compliance with the filing requirements of	
For Chelan County:	
(Printed Name)	
Date Signed:	

(Page 1 of 3)

Flock Safety Tech Specs



License plate reading cameras that capture more evidence for your city.

Dual Solar Panels

- Voltage: 18-20V

- Weight: 25.73 lbs (with hardware)

- Length: 21.25" - Width: 28"

- Mount: Pole top or side of existing pole

Pole

- DOT Breakaway Pole 12' installed height
- Diameter: 2.875" OD, 2.125" ID
- Material: 6061 Aluminum with black coating
- Alloy: 6061 - Weight: 32 lbs

Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mounting: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via integrated LTE
- Field of View: 15' wide, 65 distance
- Assembly: Flock Safety in Atlanta, GA

Install Anywhere



Solar & Existing Pole



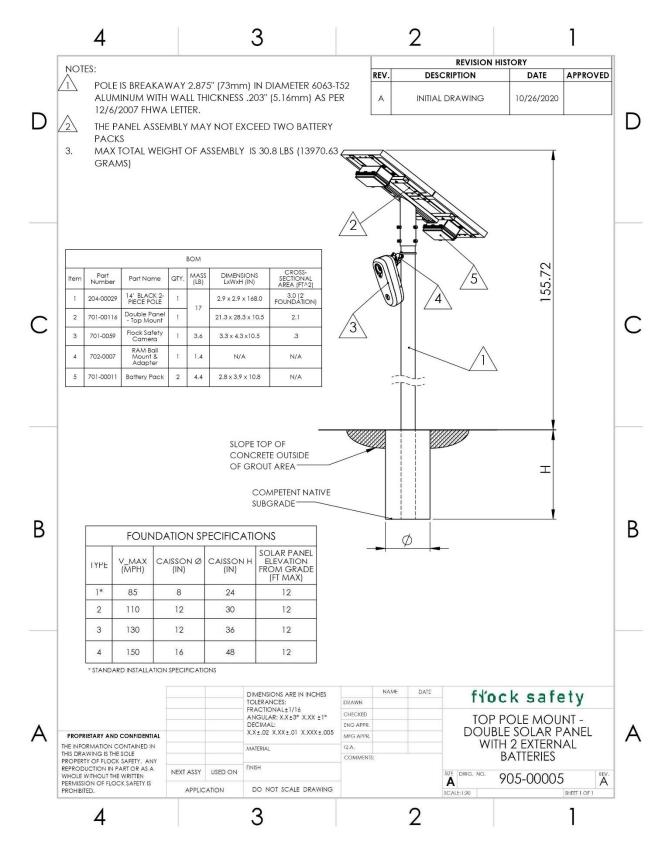
Solar & Flock Pole



Electric & Existing Pole

ATTACHMENT 1

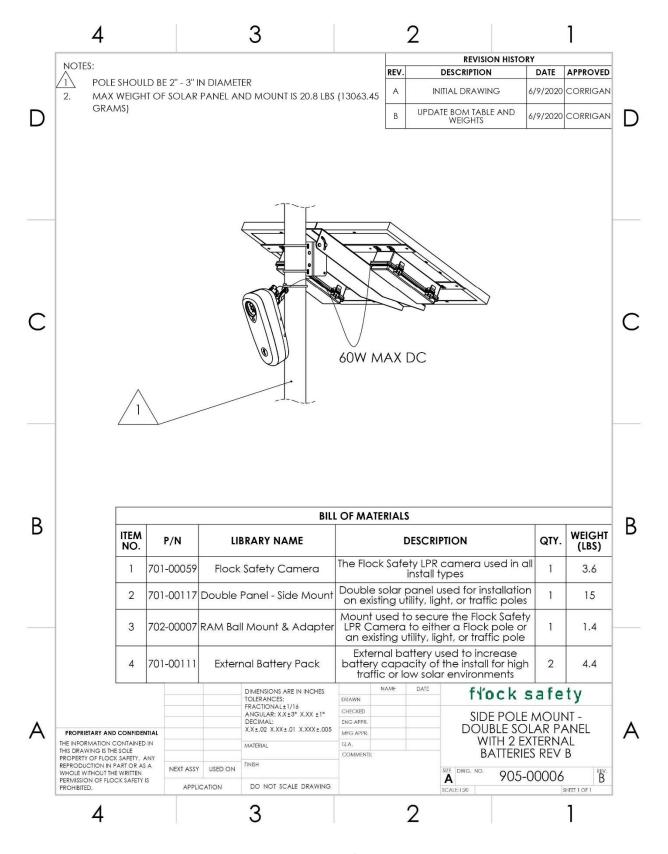
(Page 2 of 3)



Page 4 of 6

ATTACHMENT 1

(Page 3 of 3)



ATTACHMENT 2

Camera No.	Lat	Long	Pole Number	Location Description
F001	47.839747	-120.090951	Pole # 1627222613	Location: Near Intersection
			DOT ROW — US 97A *In DOT ROW — Requires DOT Permit	US 97A and L Lakeshore Rd
F002	47.588678	-120.675310	Pole # 1124176403 or Pole #	Location: Intersection
			1124176404	US 2 & Icicle Rd
			DOT ROW US 2	Lat Long pings right between 2 poles
			*In DOT ROW – Requires DOT Permit	
F007	47.835450	-120.049932	No District Pole at this	
			location	
F008	47.841398	-120.093083	Pole # 1627221701	Location: Near Intersection
			*On private property - No Easement	S Lakeshore Rd & Marita Ln
			found for this pole	272216220362
F009	47.835743	-119.992378	Pole # 1827236402	Location: Near Intersection
			DOT ROW — SR 150 *In DOT ROW — Requires DOT Permit	SR 150 & S Apple Blossom Dr
F011	47.845630	-120.024047	Pole # 1227222104	Location: Intersection
			*City of Chelan Property – No easement found	SR 150 and W Highland Ave
F012	47.590991	-120.633403	Pole # 0724185502	Location:
			DOT ROW US 2	Across US 2 from
			*In DOT ROW – Requires DOT Permit	11190 US 2



Mike Morrison | Sheriff

Law and Justice Building | 401 Washington St. #1 | Wenatchee, WA 98801 Office (509) 667-6851 | Fax (509) 667-6860

To: County Board of Commissioners (BOCC)

From: Sheriff Mike Morrison

Subject: Action Item - Purchase and Installation of Tow Hitches for Three Code Enforcement F-150's

Date: 06/26/2025

The Chelan County Sheriff's Office (CCSO) respectfully requests approval from the Chelan County Board of County Commissioners (BOCC) to use \$5,508.93 (not to exceed \$6,000) from the Code Enforcement Fund, as authorized under Chelan County Code 16.16.030 - Code Enforcement Fund Authorization. This code specifies that all monies collected from civil penalties and abatement cost recovery are to be used in support of code enforcement expenditures, as determined by the BOCC. These funds would be used to purchase and install three tow hitch packages for the agencies code enforcement F-150's (x3), as outlined in the attached quote provided by Chelan County Public Works Motorpool.

The three pickups in question were mistakenly ordered without factory-installed tow hitches, which are standard on all other department vehicles. These hitches are essential for operational readiness and are regularly used for towing trailers, snowmobiles, mobile equipment, and other resources critical to code enforcement, emergency management, and search and rescue functions along with other department needs when they arise. The lack of towing capability significantly limits these vehicles' utility and impairs CCSO's ability to effectively support the communities we serve. This oversight has since been addressed by updating the procurement process to ensure all future vehicle purchases are verified to include the necessary towing equipment at the time of order.

Installing these tow hitches will restore full functionality to the affected vehicles and ensure they are able to perform their intended roles. The use of Code Enforcement Funds for this purchase directly aligns with the purpose for which these funds were created, and supports both the letter and spirit of County Code 16.16.030. More broadly, this action reflects the BOCC's commitment to maintaining an efficient and well-equipped public safety fleet, and ensures that department personnel are not constrained by equipment limitations in their response to both routine and emergent needs throughout Chelan County.

We appreciate your consideration of this request and your continued support of the Sheriff's Office and our mission to serve the residents of Chelan County with professionalism, preparedness, and accountability.

Respectfully,

Mike Morrison

Chelan County Sheriff

MLLII M













From: Jeff S. Wilson < Jeff.Wilson@CO.CHELAN.WA.US >

Sent: Friday, May 30, 2025 1:57 PM

To: Sean Duke <<u>Sean.Duke@CO.CHELAN.WA.US</u>>

Subject: HITCH QUOTE

Sean,

Here is what I have minus the wiring loom. I'm waiting on availability from Ford.

HITCH \$360.94

TRAILER BRAKE CONTROLLOR \$304.69

MIRRORS \$825.00

SUB TOTAL \$1490.63

TAX \$131.18

TOTAL \$1621.81

LABOR \$215.00

Jeff Wilson

Motor Pool Garage Manager

415 Washington Street

Wenatchee, WA 98801

Phone (509)667-6237

Cell (509)679-8223

April Moore

From: Dan Ozment

Sent: Sunday, June 22, 2025 9:20 PM **To:** April Moore; Michael L. Morrison

Subject: Fwd: [External] Re: CCSO/ PUD Flock Initiative

This is what Robert sent me regarding the agreement.

Respectfully,

Dan Ozment Undersheriff, CCSO O: 509-667-6834 C: 509-630-7502

Begin forwarded message:

From: "Robert W. Sealby" < Robert. Sealby@co.chelan.wa.us>

Date: June 20, 2025 at 16:21:07 PDT

To: Dan Ozment < Dan.Ozment@co.chelan.wa.us>

Subject: RE: [External] Re: CCSO/ PUD Flock Initiative

Dan:

I don't want to slow things down, but the BOCC will need to review and approve this agreement, especially since it contains indemnification language.

Hopefully, you can get this before the BOCC during your normal session time. Let me know and I will attend.

Robert

Robert W. Sealby, WSBA #21330 Chelan County Prosecuting Attorney P.O. Box 2596 Wenatchee, WA 98807 Robert.Sealby@co.chelan.wa.us 1-509-667-6522 (office) 1-509-881-5005 (cell)

Chelan County blocks all foreign email traffic. If you use Gmail as your email service and I don't respond to your email in a timely manner, it is highly likely I did not receive your email. Please call me for an alternate way of corresponding.

From: Dan Ozment < Dan.Ozment@CO.CHELAN.WA.US>

Sent: Friday, June 20, 2025 9:40 AM

To: Robert W. Sealby <Robert.Sealby@CO.CHELAN.WA.US> **Subject:** Fwd: [External] Re: CCSO/ PUD Flock Initiative

Good morning Robert. Can you review this this agreement for me really quick? I don't see any issues with it, this is to get our flock cameras up and running.

Your prompt review this would be greatly appreciated as we are approaching a deadline for installation.

Respectfully,

Dan Ozment Undersheriff, CCSO O: 509-667-6834 C: 509-630-7502

Begin forwarded message:

From: Daniel Appel < <u>Daniel.Appel@chelanpud.org</u>>

Date: June 20, 2025 at 09:09:37 PDT

To: Dan Ozment < <u>Dan.Ozment@co.chelan.wa.us</u>>

Subject: RE: [External] Re: CCSO/ PUD Flock Initiative

External Email Warning! This email originated from outside of Chelan County.

Hi Dan,

Attached please find a draft of the letter agreement relating to the cameras. Let me know if you have any questions.

Thanks,

DJA

From: Dan Ozment < Dan.Ozment@CO.CHELAN.WA.US>

Sent: Wednesday, June 18, 2025 1:53 PM

To: Daniel Appel < <u>Daniel.Appel@chelanpud.org</u>> **Subject:** RE: [External] Re: CCSO/ PUD Flock Initiative

PAUSE TO CONSIDER: The actual sender address for this email is Dan.Ozment@CO.CHELAN.WA.US.

Do you trust this message and any contents within? If not, please forward it to our Phishing Hole for analysis. Thank You!

Daniel,

CHELAN COUNTY COMMISSIONERS DEPARTMENT OF PUBLIC WORKS ISSUES

July 1, 2025

9:30 A.M. PUBLIC WORKS AGENDA
Public Works Director/County Engineer Eric Pierson

DISCUSSION ITEMS:

- 1. Statutory Warranty Deed with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
- 2. Temporary Construction Easement with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
- 3. Right of Way Use Agreement with Wenatchee Reclamation District for Treatment Pond and Drainage Infrastructure
- 4. Resolution to Waiver from Competitive Bidding Requirements for Grader Transmission Repair
- 5. Open Item

ACTION ITEMS:

- 1. Approve Statutory Warranty Deed with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
- 2. Approve Temporary Construction Easement with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
- 3. Approve Right of Way Use Agreement with Wenatchee Reclamation District for Treatment Pond and Drainage Infrastructure
- 4. Approve Resolution to Waiver from Competitive Bidding Requirements for Grader Transmission Repair

10:00 A.M. Flood Control Zone District
District Administrator Eric Pierson

Return Address:

Jamie Parkins Chelan County Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of any warranty contained in the document itself.

Document Title:

Statutory Warranty Deed

Grantor(s):

David Hsu and Chia Jen Chung, a married couple

Grantee(s):

Chelan County

Legal Description:

Part of Section 35, T. 28 N., R.21 E.W.M.

Assessor's Tax Parcel ID 282135696816

Filed with the Auditor pursuant to RCW 39.34.040

STATUTORY WARRANTY DEED

COUNTY ROAD PROJECT NO. 650 (CRP 650), TOTEM POLE ROAD, PHASE I

The Grantor DAVID HSU and CHIA JEN CHUNG, a married couple, for and in consideration of TEN THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$10,125.00), conveys and warrants to CHELAN COUNTY, a municipal corporation of the State of Washington, the following real property in fee, situated in Chelan County in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, as depicted on the attached Exhibit "A" and Exhibit "B" and described as follows:

THAT PORTION of Parcel A (Lot A) of Boundary Line Adjustment No. 2002-089, recorded under Auditor's File Number 2125636, records of Chelan County, Washington, LYING WITHIN A STRIP OF LAND adjoining and parallel with the following described centerline of Totem Pole Road:

Commencing at the Northeast corner of Section 35, Township 28 North, Range 21 East of the Willamette Meridian, Chelan County, Washington a 2-1/2 inch brass cap;

Thence South 0° 12'12" East for 2656.32 feet along the east section line of said Section 35, to the east quarter corner of said Section 35, a 2-1/2 inch brass cap;

Thence South 65° 37' 27" West for 1378.71 feet to an iron pin in a monument case at the intersection of S. Harris Avenue and Wapato Way;

Thence North 72° 44' 13" West for 119.95 feet to a 5/8-inch iron pin in a monument case at the intersection of Totem Pole Road and Wapato Way, Engineer's Rightof-way Station 30+84.83 and THE POINT OF BEGINNING of this description of the centerline of Totem Pole Road.

Thence North 27° 44'44" West for 649.41 feet to Engineer's Right-of-way Station 37+34.24 a 5/8-inch iron pin in a monument case;

Thence North 27° 42'48" West for 100.60 feet to Engineer's Right-of-way Station PI 38+34.84;

Thence North 44° 30'52" West for 200.16 feet to Engineer's Right-of-way Station PI 40+35.00

Thence North 64° 38'55" West for 402.17 feet to Engineer's Right-of-way Station PI 44+37.17 and THE END OF DESCRIBED CENTERLINE.

Said strip lies Easterly (right) and adjoins the above described centerline and has the following stations and widths:

Easterly (right)

Engineer's Right-of-way Station

38+50 to 39+90

30 feet in width

Containing 1244.80 square feet, more or less.

Also, the Grantor requests that any lien for the taxes owing and payable on the above described Parcel be set over by the Assessor and the Treasurer of said County to the property retained by the Grantor as provided by RCW 84.60.070.

It is understood that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Chelan County unless and until accepted and approved hereon in writing for Chelan County by its Board of County Commissioners.

Dated this 18 day of 54	L 2025,
AK	
DAVID HSU	CHIA JEN CHUNG
Grantor	
STATE OF WASHINGTON)· ss
County of)
and CHIA JEN CHUNG to me kn foregoing instrument, and acknow): ss) 2025 before me personally appeared DAVID HSU own to be the individuals described in and who executed the vledged that they signed and sealed the same as their free and es and purposes therein mentioned.
(SEAL)	al seal the day and year last above written.
Strange Patrick	Notary Public in and for the State of
680.22 620.23 AVENO	
AND LANGE OF THE PARTY OF THE P	Washington residing at Cashwell My commission expires 5(1/24)
3000	

ACCEPTED AND APPROVED:

Dated at Wenatchee, Washington this	_day of	, 2025.
		CHELAN COUNTY MISSIONERS
	SHON S	SMITH, Chairman
	KEVIN OVE	RBAY, Commissioner
	BRAD HAW	/KINS, Commissioner
ATTEST: ANABEL TORRES		
Clerk of the Board		
Dated:		
APPROVED AS TO FORM		

STEWART R. SMITH

Deputy Prosecuting Attorney

Dated: 6/23/2025

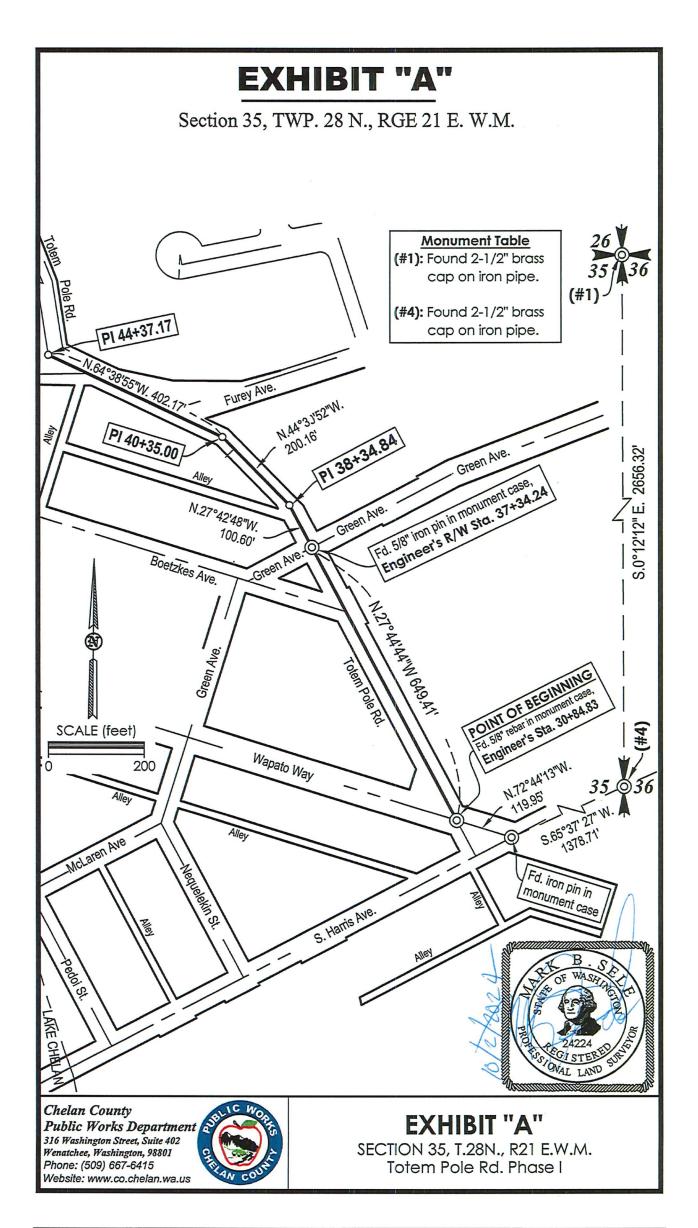


EXHIBIT "B" STATUTORY WARRANTY DEED Hsu, David & Chung, Chia Jen Section 35, TWP. 28 N., RGE 21 E. W.M. PI: 44+37.17 Parcel B (Lot B), BLA 2002-089 AFN: 2125636 282135696816 Hsu, David & Chung, Chia Jen Parcel A (Lot A), Lof BLA 2002-089 AFN: 2125636 16 of Manson Supplemental Plat Alle_V Lof 3 ,@(f _{@]} Legend Lot 2 Calculated point (not set or fd.) 0 Fd. Iron Pin / Rebar 0 Fd. Iron Pipe LOT 7 Fd. monument as noted engineer's sta. 37+34.2? But non pin in monument cese. Ğreen Ave. SCALE (feet) Chelan County Hsu, David & Chung, Chia Jen Public Works Department STATUTORY WARRANTY DEED 316 Washington Street, Suite 402 Wenatchee, Washington, 98801 SECTION 35, T.28N., R21 E.W.M. Phone: (509) 667-6415 Totem Pole Rd. Phase I Website: www.co.chelan.wa.us

Return Address:

Jamie Parkins Chelan County Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of any warranty contained in the document itself.

Document Title:

Temporary Construction Easement

Grantor(s):

David Hsu and Chia Jen Chung, a married couple

Grantee(s):

Chelan County

Legal Description:

Part of Section 35, T. 28 N., R.21 E.W.M.

Assessor's Tax Parcel ID: 282135696816

Filed with the Auditor pursuant to RCW 39.34.040

TEMPORARY CONSTRUCTION EASEMENT

COUNTY ROAD PROJECT NO. 650 (CRP 650), TOTEM POLE ROAD, PHASE I

The Grantor, DAVID HSU and CHIA JEN CHUNG, a married couple, for and in consideration of SIXTEEN THOUSAND TWO HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$16,275.00), conveys and grants unto CHELAN COUNTY, a municipal corporation of the State of Washington, and its assigns, (Grantee), a temporary nonexclusive easement over, upon and across the hereinafter described lands for the purpose of the Grantee's temporary nonexclusive right of occupation of and ingress and egress over said land for work on adjoining county right-ofway, Totem Pole Road.

Provided however, that this Temporary Construction Easement shall commence on 2/15/2025 and shall terminate on 11/15/2026 hereinafter the "Term".

It is further agreed that this Temporary Construction Easement may be extended by up to one (1) year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Construction Easement, or at the newly established rate determined by an updated Administrative Offer Summary, whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Said lands being situated in Chelan County in the State of Washington, as depicted on the attached Exhibit "A" and "B" and described as follows:

THAT PORTION of Parcel A (Lot A) of Boundary Line Adjustment No. 2002-089, recorded under Auditor's File Number 2125636, records of Chelan County, Washington, LYING WITHIN A STRIP OF LAND adjoining and parallel with the following described centerline of Totem Pole Road:

COMMENCING at the Northeast corner of Section 35, Township 28 North, Range 21 East of the Willamette Meridian, Chelan County, Washington a 2-1/2 inch brass cap;

Thence South 0° 12'12" East for 2656.32 feet along the east section line of said Section 35, to the east quarter corner of said Section 35, a 2-1/2 inch brass cap;

Thence South 65° 37' 27" West for 1378.71 feet to an iron pin in a monument case at the intersection of S. Harris Avenue and Wapato Way;

Thence North 72° 44' 13" West for 119.95 feet to a 5/8-inch iron pin in a monument case at the intersection of Totem Pole Road and Wapato Way, Engineer's Rightof-way Station 30+84.83 and THE POINT OF BEGINNING of this description of the centerline of Totem Pole Road.

Thence North 27° 44'44" West for 649.41 feet to Engineer's Right-of-way Station 37+34.24 a 5/8-inch iron pin in a monument case;

Thence North 27° 42'48" West for 100.60 feet to Engineer's Right-of-way Station **PI 38+34.84**;

Thence North 44° 30'52" West for 200.16 feet to Engineer's Right-of-way Station **PI 40+35.00**

Thence North 64° 38'55" West for 402.17 feet to Engineer's Right-of-way Station **PI 44+37.17** and **THE END OF DESCRIBED CENTERLINE**.

Said strip lies Easterly (right) and adjoins the above described centerline and has the following stations and widths:

Easterly (right)

Engineer's Right-of-way Station

38+25 to 38+50

30 feet in width

and

Engineer's Right-of-way Station

39+25 to 39+90

40 feet in width

EXCEPT Chelan County right-of-way for Totem Pole Road.

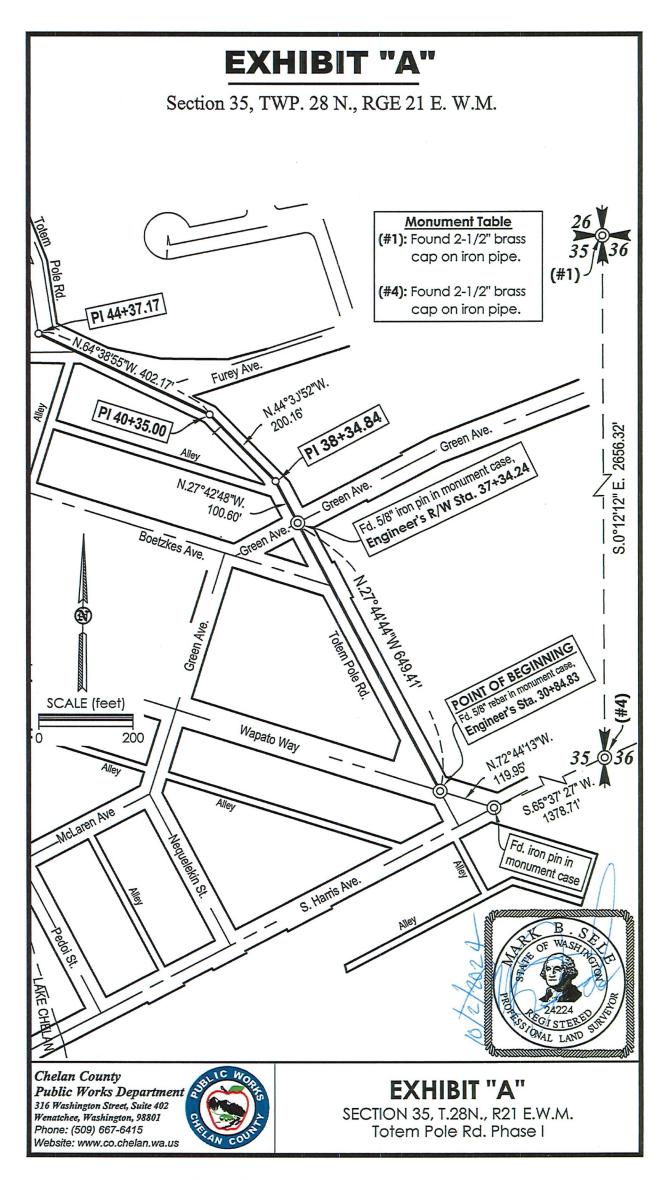
Containing 671.70 square feet, more or less.

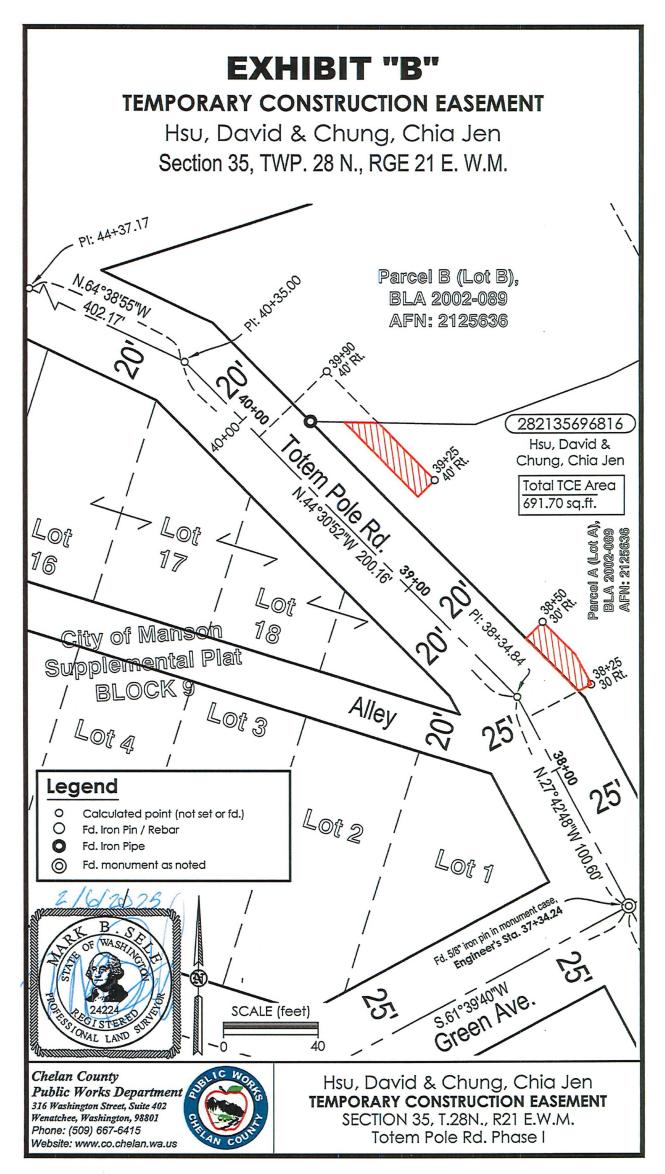
Grantee shall provide Grantor was Grantee's intent to exercise its rig	itten notice no less than days in advance of hts under this Temporary Construction Easement.
the terms and obligations hereof	s Temporary Construction Easement is hereby tendered and that shall not become binding upon Chelan County unless and until in writing for Chelan County by its Board of County
Dated this _{ \lambda \text{\lambda} day of _Jwe	2025,
Grantor USE	CHIA JEN CHUNG
STATE OF WASHINGTON)
County of Chelan): ss)
On this 16 day of 50 and CHIA JEN CHUNG to me kn foregoing instrument, and acknown	, 2025 before me personally appeared DAVID HSU own to be the individuals described in and who executed the redged that they signed and sealed the same as their free and as and purposes therein mentioned.
GIVEN under my hand and offici	al seal the day and year last above written.
(SEAL)	Notary Public in and for the State of
Expires multiple	Washington residing at
Millian Expires minim	

ACCEPTED AND APPROVED:

Dated at Wenatchee, Washington this	day of	, 2025.
		CHELAN COUNTY MISSIONERS
	SHON S	MITH, Chairman
	KEVIN OVE	RBAY, Commissioner
	BRAD HAW	KINS, Commissioner
ATTEST: ANABEL TORRES		
Clerk of the Board		
Dated:		
APPROVED AS TO FORM STEWART R. SMITH Deputy Prosecuting Attorney		

Page 4 of 6





Return Address:

Chelan County Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title:

Right-of-Way Use Agreement for Treatment Pond

Grantor(s):

Chelan County

Grantee(s):

Wenatchee Reclamation District

Legal Description: Part of the NE, NE Section 20, T. 23 N., R.20 E.W.M.

Plat of Sunnyslope Farms

Assessor's Tax Parcel ID: 232020860007

Filed with the Auditor pursuant to Chapter 65.08 RCW

RIGHT OF WAY USE AGREEMENT FOR TREATMENT POND and DRAINAGE INFRASTRUCTURE

THIS AGREEMENT is entered into this 12 day of 1000, 2025, by and between Wenatchee Reclamation District, a Washington irrigation district ("Owner"), and the COUNTY OF CHELAN, WASHINGTON, a Washington municipal corporation ("County").

RECITALS

- A. Owner owns real property located at 514 Easy Street, Wenatchee, Chelan County, Washington.
- B. The owner's property abuts Easy Street as depicted at Exhibit "B".
- C. Owner has constructed a treatment pond and drainage infrastructure, part of which encroaches on the County's right-of-way for Easy Street. The location of the treatment pond and drainage infrastructure is shown in Exhibit B.
- D. The County Engineer has determined that the treatment pond and drainage infrastructure that encroaches upon the county right-of-way, as depicted in Exhibit B, will not materially affect the County's rights to and use of its right-ofway maintained as required by this Agreement.

E. The County authorizes the use of the right-of-way for a treatment pond and drainage infrastructure, as described in Exhibit A and depicted in Exhibit B, within the County rights-of-way, in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants, promises and conditions in this Agreement, the parties agree as follows:

- 1. <u>Location of Right of Way</u>. Owner acknowledges and admits the existence of the County right-of-way for Easy Street as described in Exhibit A and depicted on Exhibit B.
- 2. <u>Authorization for Encroachment</u>. Owner may maintain the existing treatment pond and drainage infrastructure, including any necessary related improvements or safety features (hereinafter referred to as "Encroachment") as depicted at Exhibit B. Owner acknowledges and admits that the Encroachment is an encroachment in the County right-of-way. The County's knowledge of the Encroachment and execution of this Agreement shall not constitute waiver, abandonment, or estoppel of its rights in the right-of-way. The Encroachment in the County right-of-way, or the nature of its use, may not be enlarged or altered without the written permission of the County and amendment of this Agreement.
- 3. <u>Easement for Inspection, Emergency Repairs.</u> The Owner hereby grants to the County an easement to enter Owner's property at any time to inspect the Encroachment and, if necessary, to perform emergency maintenance and repairs to the Encroachment to carry out the provisions of this agreement as the County shall determine to be necessary and appropriate.
- 4. Owners' Covenant to Maintain. The Owner agrees to, and shall at all times, maintain the Encroachment in a condition satisfactory to the County Engineer. The County has no responsibility for the maintenance of the Encroachment authorized by this Agreement. The Owner shall not allow the Encroachment to be or become a hazard to the traveling public or to other property owners, nor to endanger the integrity of the roadway, right-of-way drainage, or utilities located in the rights-of-way. The covenant to maintain the Encroachment includes the Owner's covenant to obtain and keep in force policies of insurance as required by this agreement. Owner agrees that Owner's default of its covenant to maintain the Encroachment in the required satisfactory condition will result in the Encroachment constituting a public nuisance, detrimental to public health, safety, and welfare. The Owner agrees to abate such nuisance within a reasonable time, whether by repair or removal of the nuisance and restoration of the right-of-way. If the Owner fails to promptly abate said nuisance, Chelan County may abate the nuisance by any lawful means and may recover its costs of abatement, including reasonable attorneys' fees

and costs, and place liens upon the Owner's real property as authorized by state law. The Owner's failure to abate said nuisance within a reasonable time shall be considered a material breach of this agreement. "Reasonable time" shall be considered to require action in an immediate, expeditious and timely manner in an emergency circumstance and to be not more than thirty (30) days in a non-emergency circumstance.

- 5. Removal or Relocation of Encroachment. If the County Director of Public Works, or the successor position, determines that removal of the Encroachment is necessary to construct or install street improvements, or to use the right-of-way for public purposes, Owner, at Owner's cost and expense, shall remove or relocate the Encroachment within one hundred twenty (120) days of a written request by the Director of Public Works, or the successor position.
- 6. <u>Termination</u>. This agreement may be terminated by mutual written agreement of the parties, by the total removal of the Encroachment to accommodate road improvements or other public uses as set forth in paragraph 5 above, or by the Owner's material breach of this agreement.
- 7. Indemnification. Owner, for itself, its successors, and assigns, agrees to indemnify and hold the County harmless from and against any loss, liabilities, claims, demands or causes of action (including any costs and attorneys' fees incidental to the defense thereof by the County), for deaths or injuries to persons or loss of or damage to property or environmental damage sustained by Owners, its representatives, agents or consultants, guests or invitees, or any other person or entity arising out of or in connection with the maintenance and/or use of the Encroachment on the County right-of-way, except for loss, liabilities, claims, demands or causes of action caused solely by the negligence or willful misconduct of the County, its officers, employees, representatives, agents or consultants. In the event of any such loss, liability, claim, demand or cause of action caused by the joint negligence of Owner, its representatives, agents, consultants, guests, or invitees, and the County, Owner's indemnification of the County shall be enforceable to the extent of Owner's negligence. If any action or proceeding is brought against the County by reason of such claim, Owner, upon notice from the County, shall defend the same at Owner's expense through legal counsel reasonably satisfactory to the County. Owner shall give the County prompt notice in the event of casualty or accidents involving the Encroachment. Owner's indemnity of the County shall survive termination of this Agreement.
- 8. <u>Insurance</u>. The Owner, for itself, its successors, and assigns, covenants to maintain policies of insurance during the term of this agreement with insurance providers authorized to do business in the state of Washington, providing personal injury and property damage liability coverage in the amount of at least \$3,000,000 per occurrence and in aggregate for each policy period. If a deductible applies to any claim, the payment of the deductible shall be the responsibility of the Owner, notwithstanding any claim of liability against the County. However, in no event

14. <u>Entire Agreement</u>. This document and its Exhibits contain the entire agreement between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date referenced above.

THE OWNER:

Lynn O. Smith, President

Wenatchee Reclamation District

Lynn O. Smith is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

NOTARY WASHINGTON

DATED:

SIGNED:

(Printed Name)

June 12, 2025

Notary Public in and for the State Washington Commission Expires: 2\\3\8029

THE COUNTY:		
Dated at Wenatchee, Washington this	day of	, 2025.
	BOARD OF CHELA COMMISSIO	
	SHON SMITH	I, Chair
	KEVIN OVERBAY,	Commissioner
	BRAD HAWKINS, O	Commissioner
ATTEST: ANABEL TORRES		
Clerk of the Board		
Date:		
APPROVED AS TO FORM STEWART R. SMITH Deputy Prosecuting Attorney Date: 6/23/2025		
APPROVED:		
ERIC PIERSON, P.E. Director/County Engineer		
Date: <u>6/23/25</u>		

RIGHT OF WAY USE AGREEMENT FOR TREATMENT POND Page 6 of 8

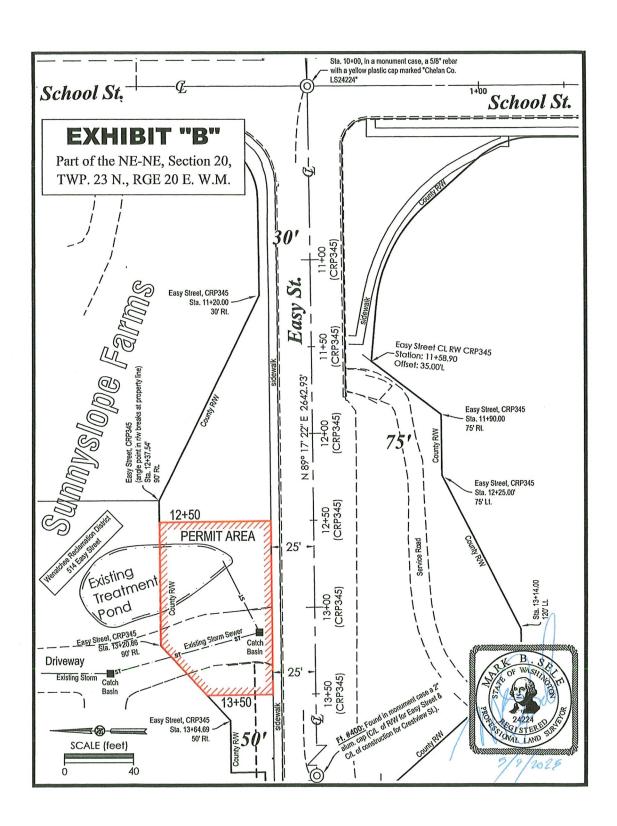
EXHIBIT A

PERMIT AREA DESCRIPTION:

A portion of Easy Street right-of-way in the Northeast quarter of the Northeast quarter of Section 20, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington according to the plans for County Road Project Number 345 (CRP345), approved May 15th, 1978 on file in the County Engineer's Office. That portion of right-of-way more particularly described as follows:

That portion of said Easy Street right-of-way lying northerly of a line that is 25 feet northerly of and parallel to the centerline of Easy Street, and lying between Engineer's Right-of-way Stations 12+50 and 13+50.

Containing 313.66 square feet, more or less



RESOLUTION NO.: 2025-

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR CHELAN COUNTY WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR GRADER TRANSMISSION REPAIR PURSUANT TO RCW 39.04.280

WHEREAS, in accordance with Chelan County Resolution No. 2020-22 Financial Policies and RCW 39.04.190, Public Works purchases of equipment, materials and supplies between \$10,000 and \$50,000 in cost require purchasing from a Vendor List or using bids procured by the State or Washington or other qualified purchasing cooperative; and

WHEREAS, RCW 39.04.280 provides exemptions from the required competitive bidding process described above, including an exemption from competitive bidding requirements for "purchases involving special facilities or market conditions; and

WHEREAS, funds have been provided in the 2025 Equipment Rental and Revolving budget for equipment purchases and repairs; and

WHEREAS, the Leavenworth District has a 2005 Caterpillar 143H road grader that had a major transmission malfunction requiring repair; and

WHEREAS, the grader sent to NC Machinery Caterpillar in Tukwila, WA which is capable of testing and transmission troubleshooting of equipment this size; and

WHEREAS, it was determined the hi/low clutch circuit has a crack in the casting as well as some major corrosion of the sealing area; and

WHEREAS, this shop is capable of repairing the circuit and has availability in their schedule to quickly get it completed; and

WHEREAS, the nearest Caterpillar shop capable of completing this work is in Spokane and would require significant re-assembly and shipping costs as well as waiting for availability for shop time to repair; and

WHEREAS, it is in the public interest to ensure the continued operation of a grader in the Leavenworth District and repair of the 2005 Caterpillar 143H road grader by a capable and appropriately equipped shop is substantially less expensive than replacement of the grader; and

WHEREAS, it is further in the public interest and appropriate in this instance to simplify purchasing processes and reduce purchasing costs by waiving the competitive bidding requirements as permitted do to the specialty nature of the work and limited market of shops.

THEREFORE, BE IT RESOLVED that the Chelan County Board of Commissioners waives the competitive bidding requirements by this resolution and the Chelan County Department of Public Works is authorized to purchase the services of NC Machinery Caterpillar of Tukwila, Washington for the repair and rebuild of the 2005 Caterpillar 143H road grader transmission for approximately \$32,000 and any additional Washington State Sales Tax.

DATED at Wenatchee, Washington this 1st day of July 2025.

BOARD OF COMMISSIONERS FOR CHELAN COUNTY

	SHON SMITH, Chairperson	
	KEVIN OVERBAY, Commissioner	
	BRAD HAWKINS, Commissioner	
ATTEST: ANABEL TORRES		
Clerk of the Board		

July 1, 2025

Continue Public Hearing:

Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees

Public Hearing:

ZTA 24-430 Amendment to Leavenworth Municipal Code for adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area.

Action Items:

- 1. Resolution for amendments to Title 3, Chapter 3.24
- 2. Resolution for the adoption of ZTA 24-430: Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area.

R	FSOI	UTION	2025-	
	LJUL		2023-	

RE: A Resolution amending Title 3, Chapter 3.24 as it pertains to Community Development permitting and application fees, providing for its administration and superseding all previous Resolutions.

WHEREAS, Resolution 2018-108 was adopted on December 18, 2018, adopting a fee schedule incorporating CPI increases from 2011 forward, but without a full cost recovery analysis; and

WHEREAS, Resolutions 2022-67, 2021-126, 2019-136, 2019-128, and 2019-23 have since been adopted to accommodate fees for new land uses and to update the building fees per ICC schedules; and

WHEREAS, the existing adopted fee schedule as identified in Chelan County Code Title 3, Chapter 3.24 have not kept pace with either the annual CPI increases nor the increase in labor costs and do not constitute a cost-recovery model for permit processing; and

WHEREAS, Chelan County Community Development has researched and conducted an analysis of the true cost for services; and

WHEREAS, the taxpayers of Chelan County are currently supplementing the cost of processing land use applications, building permit applications, regulatory amendments and comprehensive planning initiatives through general fund support; and

WHEREAS, with respect to the State Environmental Policy Act of 1971 (SEPA), as amended, actions solely related to government procedures are categorically exempt under the provisions of WAC 197-11-800(19)(a & b); and

WHEREAS, the attached Exhibit A and incorporates revisions to the text of Chelan County Code 3.24.

WHEREAS, Exhibit B incorporates revisions and adjustments to the previous fee schedule in Chelan County Code 3.24 that will offset the costs incurred by the Department of Community Development; and

WHEREAS, the Board of Chelan County Commissioners believes amending Title 3.24 is a necessary action to implement a cost recovery fee structure, is in the public's best interest, and is a matter of good governance.

NOW THEREFORE BE IT RESOLVED that in proposed amendment to Chelan County Code Title 3, Chapter 3.24, text and fee tables, the attached Exhibits A and B, are hereby adopted; and

BE IT FURTHER RESOLVED that the fees identified in Title 3.24 will **annually, on August 1**, be increased for fiscal years 2026, 2027, and 2028 as set out in Exhibit B; each year thereafter will increase on August 1 at a rate of 4%; and each fee will be rounded up to the nearest whole dollar; and

Commented [MF1]: Is the 4% increase an increase above the 2025 fee, or is it cumulative?

BE IT FURTHER RESOLVED , the building valuation to the most recent issued ICC Building Valuation Data 1 each year; and	, , ,
BE IT FURTHER RESOLVED , a cost recovery analysis be performed at least every 5 years in order to con	
BE IT FURTHER RESOLVED that this Resolution shall	l be effective August 1, 2025.
BE IT FURTHER RESOLVED that this decision is here 2025.	by signed into authentication on July 1st,
Dated at Wenatchee, Washington the 1st day of Jul	ly, 2025
BOARD OF CHELAN COUNTY COMMISSIONERS	
	SHON SMITH, CHAIRMAN
ATTEST: ANABEL TORRES	KEVIN OVERBAY, COMMISSIONER
CLERK OF THE BOARD	BRAD HAWKINS, COMMISSIONER
AS TO FORM:	
MARCUS FOSTER DEPUTY PROSECUTING ATTORNEY	

Chapter 3.24 COMMUNITY DEVELOPMENT DEPARTMENT FEES

Sections:

3.24.010 Fee schedule.

3.24.020 Description of fees.

3.24.030 Administration of this fee schedule.

3.24.040 Other fees.

3.24.050 Fees not required.

3.24.060 Refund policy.

3.24.065 Application fee reimbursement.

3.24.070 Building fee schedule.

* Prior resolution history: Res. 99-148, 2000-144, 2001-71, 2001-118, 2002-59, 2007-40, 2008-12, 2008-190 and 2010-32.

3.24.010 Fee schedule.

- (a) Planning. Replaced by Exhibit B
- (b) Building. Replaced by Exhibit B
- (c) Miscellaneous Fees. Replaced by Exhibit B
- * The department of community development complies with fees set forth in Section <u>1.376.110</u>, copying and delivery fees for public records.

(Res. 2021-126 (Exh. A), 10/19/21; Res. 2021-116 (Exh. A), 9/14/21; Res. 2021-95 (Att. A), 7/27/21; Res. 2019-74 (Exh. A), 6/25/19: Res. 2019-23 (Exh. A)(part), 2/5/19: Res. 2018-108 (Exh. A)(part), 12/18/18: Res. 2018-14 (Exh. A)(part), 2/27/18; Res. 2017-75 § 3 (Exh. F), 8/22/17; Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.020 Description of fees.

- (a) After-the-Fact Permits. After-the-fact permit fees include applicable building, land use and planning applications, and zoning administrative, plan review, and permit costs for the scope of work completed without proper permits. For after-the-fact permits associated with code enforcement action, stop work order, r violation, or work and/or operation started without the required building or land use permit issuance, the applicable building permit and zoning fee, and/or land use fee is doubled (twice the applicable fee).
 - (1) After-the-Fact Site Visit Fee. Implemented to inspect existing structures for IBC/IRC construction standards, occupancy use, energy efficiency, sanitation, and life safety requirements associated with short term rental (STR) permit requests, land use and planning applications, or new building permits applications initiated to resolve existing code compliance actions.

- (b) Expedited Single-Family Permit Review. Gives the option to allow for expedited permit review of single-family residential permits depending upon staff availability. Expedited review may be processed as follows:
 - (1) Request for expedited review will be processed on a "first come, first served" basis and reviews will only be conducted after normal business hours and dependent on staff availability.
 - (2) Expedited permit review will be conducted in a manner so as not to interfere with processing of regular permit applications.
 - (3) Staff will complete the first plan check review within two business days of receipt of a complete application for expedited permit review.
 - (4) If corrections are issued, the second plan check review will be conducted within two business days of receipt of all corrections from the applicant.
 - (5) Fee for the expedited permit review is inclusive of both building and permit center plan review efforts only. The expedited permit review fee is in addition to the normal base plan review and permit fees.
 - (6) Request for expedited permit review will be conducted for any application requiring a discretionary permit (until the decision has been issued and the appeal period has expired) and projects requiring SEPA (until the appeal period has expired).
 - (7) Fees for expedited permit review will be charged for each individual permit request related to a single-family residence.
 - (8) If staff does not deliver the application within the time frames outlined in subsections (d)(3) and (4) of this section, sixty percent of the expedited review fees will be returned to the applicant, with the remaining balance used to offset overtime pay to staff.
- (c) Additional Plan Review. The current hourly rate will be charged for additional plan review for changes, additions, and revisions to plans as determined by the building official, and a minimum of one hour will be charged for a plan recheck. Time will be rounded to the nearest hour. If an owner/builder brings in a different house plan after the original plan review has already been completed, a full plan review fee will be charged on new plans. (Res. 2023-96 (Att. A), 10/3/23; Res. 2022-67 (Exh. A), 7/12/22; Res. 2021-126 (Exh. A), 10/19/21; Res. 2020-96 § 2 (Exh. A), 9/15/20: Res. 2020-34 (Exh. A), 3/24/20: Res. 2019-128 (Exh. A)(part), 12/10/19; Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.030 Administration of this fee schedule.

No application will be considered complete and permit processing not commenced until the appropriate fees have been received. Fees required for planning review of building permits and appeals of decisions in nonpermit services are payable prior to the services being rendered.

- (1) Each action for which a fee is listed above will require a separate fee. Projects that involve a number of actions or permits will need to remit the total of the various fees before a determination of completeness is issued and processing begins.
- (2) For charges based on hourly rates, hours will be rounded to the nearest full hour. (Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.040 Other fees.

Other fees required in conjunction with the above applications (i.e., taxes, recording fees, etc.) are not included. (Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.050 Fees not required.

Applications for comprehensive plan, area wide zone change amendments, or code text amendments initiated by the board of Chelan County commissioners and community development are exempt from fees. Any land use applications for public projects initiated by the board of Chelan County commissioners are exempt from fees, except for public notice cost. (Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.060 Refund policy.

Full or partial requests for refunds of application fees paid must be made in writing to the board of county commissioners. The board of Chelan County commissioners has the sole authority to approve or reject such requests. Only those fees required by the department of community development may be refunded. (Res. 2019-128 (Exh. A)(part), 12/10/19: Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.065 Application fee reimbursement.

- (1) The board of Chelan County commissioners found that Section <u>3.24.060</u>, Refund policy, states that the board of Chelan County commissioners has sole authority to approve or reject refund requests for application fees; and
- (2) The board of Chelan County commissioners found it necessary to include exceptions per Section <u>3.24.060</u>, Refund policy, for refund requests relating to overpayment or refunds of application fees; and
- (3) The board of Chelan County commissioners authorizes the director of Chelan County department of community development to reimburse overpayment of application fees up to one thousand dollars due to administrative errors caused by the department or the applicant; and
- (4) Applicant or agent must submit to the director in writing a request for refund of overpayment for application fees paid, when the applicant is responsible for the administrative error; and
- (5) The board of Chelan County commissioners hereby finds, determines and declares that adoption of the resolution codified in this section is necessary to allow community development to expedite refunds to the applicant for overpayment of application fees, and make processing such refunds in a more cost effective manner. (Res. 2019-128 (Exh. A)(part), 12/10/19: Res. 2015-33, 3/10/15).

3.24.070 Building fee schedule.

The department of community development shall charge, and there shall be remitted to the department to defray the expenses incurred in the processing of applications required by various county resolution, the fees as set forth below. All application fees shall be submitted as part of the required application materials unless otherwise specified. Said application shall not be considered as complete and eligible for review until said fee has been received. All applicable fees collected are nonrefundable except as outlined in Sections 3.24.060 and 3.24.065.

(1) The fee for each International Building Code, International Residential Code, or Washington State Energy Code building permit shall be as set forth in Table 1-A.

	Table 1-A—Building Permi			
TOTAL VALUATION	Residential	(Commercial	
\$1.00 to \$500.00	\$35.61			
\$501.00 to \$2,000	\$35.61 for the first \$500.00 fraction thereof, to and inc		additional \$100.00, or	
\$2,001 to \$25,000	\$116.02 for the first \$2,000 fraction thereof, to and inc		additional \$1,000, or	
\$25,001 to \$50,000		\$548.44 for the first \$25,000 plus \$13.54 for each additional \$1,000, or fraction thereof, to and including \$50,000		
\$50,001 to \$100,000	\$882.79 for the first \$50,00 fraction thereof, to and inc		additional \$1,000, or	
\$100,001 to \$500,000	\$1,350.42 for the first \$100,000 plus \$7.52 for each additional \$1,000, or fraction thereof, to and including \$500,000			
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000			
\$1,000,000 and up	\$5,608.75 for the first \$1,0 fraction thereof	00,000 plus \$3.65 for	each additional \$1,000, c	
Demolition Permit (≤ 2,500 sq. ft.)	\$130.00	\$130.00		
Demolition Permit (>2,500 sq. ft.)	\$175.00	\$175.00		
Reroof (except for exemptions of Section 3.04.100 Items 11 and 12)	\$150.00	Valuation based materials	on cost of labor and	
Other Inspections and Fees:				
1. Reinspection fees (after two inspections, 2. Inspections for which no fee is specifical	ly indicated (minimum char	- /	\$150.00 \$75.00 per hour	
3. Additional plan review required by chang (minimum charge—2 hours)		-	\$75.00 per hour	
For use of outside consultants for plan checking and inspections, or both			Actual costs	

- (2) The building official shall use the latest Building Valuation Data Sheet published by the International Code Council to determine the project valuation and the building official's determination shall be final. When a specific building type or occupancy is not noted in the valuation table, the building official is authorized to use the classification type noted in the table that most closely resembles the proposed type of building, or determine a valuation type independently. The building official is authorized to use a contractor's bid price estimate in instances other than new construction, provided such bid estimate lists all materials and included labor cost, excluding sales tax, for such project.
- (a) Footnotes b, c, and d are not adopted of the Building Valuation Data Sheet published by the International Code Council.
- (3) Plan Review Fees. A building plan review fee shall be paid at the time of submitting the submittal documents for plan review. The full plan review fee shall be sixty-five percent of the building permit fee. The plan review fee is a separate fee from the building permit fee and is in addition to the building permit fee. Any remainder of the full plan review fee, after any such deposit fee is paid at time of submittal, shall be paid at time of issuance of such permit.

(4) Replaced by Exhibit B

Replaced by Exhibit B(Res. 2022-67 (Exh. A), 7/12/22; Res. 2021-126 (Exh. A), 10/19/21; Res. 2019-136, 12/30/19; Res. 2019-128 (Exh. A)(part), 12/10/19: Res. 2019-23 (Exh. A)(part), 2/5/19; Res. 2018-108 (Exhs. A (part), B), 12/18/18: Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

(a) Planning Fees:

(a) Planning Fees:	Foo (FV 2026)	For (FV 2027)
Fee Description Administrative Fee for Natural Resources Permit Intake	Fee (FY 2026) \$13.00	Fee (FY 2027) \$26.00
Administrative Interpretation	\$645.00	\$671.00
Administrative Modification	\$600.00	\$624.00
After-The-Fact Planning Fees	2X the Original Permit Fees	2X the Original Permit Fees
Appeal of Administrative Decision or Denial	\$1,252.00	\$2,002.00
Binding Site Plan (Preliminary)	\$1,238.00	\$1,905.00
Binding Site Plan (Alteration/Amendment)	\$1,122.00	\$1,844.00
Binding Site Plan (Aiteration/Americanient) Binding Site Plan (Final Mylar Review)	\$1,122.00	\$1,844.00
	\$743.00	\$1,141.00
Boundary Line Adjustment Connelis Tire 1 Producer (and Associated Processing)		·
Cannabis Tier 1 Producer (and Associated Processing)	\$1,550.00	\$1,612.00
Cannabis Tier 2 Producer (and Associated Processing)	\$3,100.00	\$3,224.00
Cannabis Tier 3 Producer (and Associated Processing)	\$5,160.00	\$5,366.00
Cannabis State Licensed Processor	\$2,065.00	\$2,148.00
Certificate of Exemption	\$707.00	\$1,121.00
Change of Application or Design (Requiring 2nd Referral to Commenting Agencies)	\$75.00	\$78.00
Comprehensive Plan Amenment (GMA/Map)	\$2,475.00	\$3,328.00
Conditional Use Permit	\$2,295.00	\$3,193.00
Conditional Use Permit (Amendments/Changes or Conditions)	\$1,498.00	\$2,389.00
Department Wide Hourly Charge	\$75.00	\$78.00
Exploratory Mining: Permit	\$1,120.00	\$1,165.00
Exploratory Mining: Revision to Permit	\$375.00	\$390.00
Exploratory Mining: Bond/Financial Security Approval	\$150.00	\$156.00
Extension of Time (Plat; Short Plat; Binding Site Plan)	50% of Original Fee	50% of Original Fee
Forest Practice: Conversion Option Harvest Plan	\$580.00	\$603.00
Forest Practice: Exemptions - Class I, Class II, Class III, Class IV	·	·
(Special or General)	\$60.00	\$62.00
Forest Practice: Lifting of Moratorium	\$580.00	\$603.00
Forest Practice: Rescinding Moratorium	\$230.00	\$239.00
Forest Practice: Waiving Moratorium for Construction of a Single	4225.00	4244.00
Family Residence	\$235.00	\$244.00
Floodplain Development Permit	\$443.00	\$765.00
Habitat Management Mitigation Plan (HMMP)	\$293.00	\$309.00
Master Planned Resort	\$2,667.00	\$3,987.00
Master Planned Resort: Amendment	\$2,667.00	\$3,987.00
Planned Development Overlay (Subdivision Fees Still Apply)	\$1,165.00	\$1,212.00
Planned Development: Vacation	\$700.00	\$728.00
Plat (Major Subdivision): Preliminary	\$2,533.00	\$3,709.00
Plat (Major Subdivision): Change of Application or Design (Requiring	\$75.00	\$78.00
2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	· 	
Plat (Major Subdivision): Alteration	\$2,116.00	\$3,492.00
Plat (Major Subdivision): Amendment	\$826.00	\$990.00
Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review	\$412.00	\$487.00
Pre-Application Meeting (Land Use and Commercial Building)	\$75.00	\$78.00
Public Benefit Rating System (PBRS)	\$1,372.00	\$1,896.00
Reasonable Use Exception	\$1,163.00	\$1,749.00
Request for Reconsideration of Hearing Examiner Decision	\$612.00	\$785.00
Riparian Variance	\$1,810.00	\$2,657.00
SEPA Environmental Review Fee	\$243.00	\$283.00

~Adoption of Addendum to Existing Environmental Documents	\$243.00	\$283.00
~Determination of Significance and EIS	\$1,165.00	\$1,212.00
Shoreline Conditional Use Permit*	\$1,992.00	\$3,035.00
Shoreline Environment Change*	\$1,962.00	\$3,061.00
Shoreline Exemption	\$727.00	\$1,210.00
Shoreline Master Program Text Amendment	\$2,322.00	\$3,248.00
Shoreline Request for an Amendment to an Approved Permit*	\$740.00	\$770.00
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	50% of original permit fee (1 year ext)
Shoreline Substantial Development Permit*	\$988.00	\$1,385.00
Shoreline Variance*	\$1,790.00	\$2,616.00
*(additional permit(s) processed concurrently)	\$395.00	\$411.00
Short Plat: Preliminary	\$1,238.00	\$1,905.00
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$75.00	\$78.00
Short Plat: Alteration/Amendment	\$1,122.00	\$1,844.00
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$485.00	\$525.00
Short-Term Rental: Tier 1 Annual or Renewal	\$600.00	\$728.00
Short-Term Rental: Tier 2 Annual or Renewal*	\$600.00	\$728.00
Short Term Rental: Tier 3 Annual and Renewal*	\$900.00	\$1,092.00
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	(see CUP Fees)
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	Assessed Double Applicable Fees
Stream Typing	\$327.00	\$378.00
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$1,682.00	\$2,915.00
Third Party Reviews and Charges	Cost plus 10%	Cost plus 10%
Variance	\$1,733.00	\$2,575.00
Wetland Variance	\$1,810.00	\$2,657.00
Zone Change Amendment	\$1,618.00	\$2,153.00

(b) Building Fees:

Fee Description	Fee (FY 2026)	Fee (FY 2027)
Additional Plan Review Hours	\$75.00	\$78.00
Additional Inspections (after the first)	\$75.00	\$78.00
After-The-Fact Building Permit Fees	2X the Building Permit Fee	2X the Building Permit Fee
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	2X the Zoning Review Fee
Building Permit Fees:		
~ Commercial Structures	Per Fee Schedule/Valuation	Per Fee Schedule/Valuation
Commercial structures	Chart	Chart
~ Residential Structures	Per Fee Schedule/Valuation	Per Fee Schedule/Valuation
Residential Structures	Chart	Chart
~ Commercial Pole Sign	\$123.00	\$142.00
~ Commercial Wall Mounted Sign	\$87.00	\$123.00
~ Commercial - Additional Signs	\$87.00	\$123.00
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	15% of Building Permit Fee
* Commercial (Stand-alone)	\$233.00	\$277.00
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	10% of Building Permit Fee
* Residential (Stand-alone)	\$117.00	\$139.00
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	15% of Building Permit Fee
* Commercial (Stand-alone)	\$233.00	\$277.00

* Residential (Associated with a Building Permit)	10% of Building Permit Fee	10% of Building Permit Fee
* Residential (Stand-alone)	\$117.00	\$139.00
~ Swimming Pool Permit	\$148.00	\$194.00
~ Spa Permit	\$148.00	\$194.00
Building Site Visit (Not Associated with a Building Permit	\$75.00	\$78.00
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,120.00	\$1,165.00
Manufactured Home (Strip Footings)	\$250.00	\$286.00
Manufactured Home (Crawl Space)	\$280.00	\$302.00
Time Extension of Active Building Permit	50% of original permit fee (1	50% of original permit fee (1
Time Extension of Active Building Permit	year ext)	year ext)
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$308.00	\$355.00
~ Single Family Dwelling/Duplex	\$193.00	\$257.00
~ Multifamily Dwelling	\$285.00	\$343.00
~ Manufactured Home	\$177.00	\$248.00
~ Other Buildings	\$177.00	\$248.00

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2026)	Fee (FY 2027)
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	\$0.15 Per Page
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	\$1.00 Per Page
Scanned Records	\$0.15 Per Page	\$0.15 Per Page
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	\$0.05 Per Each 4 Electronic Files
Other Means of Electronic Delivery	or Attachments	or Attachments
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	Actual Cost
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	Actual Cost
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	\$3.00 Per Page
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	\$5.00 Per Page

- (T)(0000)	
Fee (FY 2028)	Notes/Multipliers
\$39.00	
\$698.00	<u> </u>
\$649.00	<u> </u>
2X the Original Permit Fees	
\$2,701.00	21 405/1-1
\$2,522.00	Plus \$85/Lot
\$2,522.00	Plus \$85/Lot
\$546.00	71 105 //
\$1,508.00	Plus \$85/Lot
\$1,676.00	
\$3,353.00	
\$5,581.00	
\$2,234.00	
\$1,508.00	Plus \$85/Lot
\$81.00	Per Hour
\$4,082.00	
\$3,999.00	
\$3,219.00	
\$81.00	
\$1,211.00	†
\$406.00	†
\$162.00	†
50% of Original Fee	†
\$627.00	†
\$65.00	
\$627.00	†
\$249.00	†
	†
\$254.00	
\$1,069.00	Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge.
\$321.00	
\$5,200.00	
\$5,200.00	
\$1,260.00	
\$757.00	
\$4,783.00	Plus \$85/Lot
\$81.00	Per Hour
\$4,783.00	Plus \$85/Lot
\$1,121.00	Plus \$85/Lot
\$546.00	Plus \$85/Lot
\$81.00	Per Hour (2 hour minimum)
\$2,366.00	
\$2,288.00	†
\$933.00	
\$3,432.00	
\$312.00	
¥012.00	

\$312.00	
\$1,260.00	Base deposit plus actual cost
\$3,999.00	
\$4,082.00	
\$1,664.00	
\$4,082.00	
\$800.00	
50% of original permit fee (1	
year ext)	
\$1,742.00	
\$3,370.00	
\$427.00	
\$2,522.00	Plus \$85/Lot
\$81.00	Per Hour
\$2,522.00	Plus \$85/Lot
\$546.00	Plus \$85/Lot
\$832.00	
\$832.00	
\$1,248.00	
(see CUP Fees)	
Assessed Double Applicable Fees	
\$416.00	Natural Resources Fee
\$4,082.00	
Cost plus 10%	
\$3,348.00	
\$3,432.00	
\$2,624.00	
· · ·	

Notes/Multipliers	
Per Hour	
Per Hour (2 hour minimum)	

10% of Building Permit Fee	
\$156.00	
\$234.00	
\$234.00	
\$81.00	Per Hour (2 hour minimum)
\$1,211.00	
\$312.00	
\$314.00	
50% of original permit fee (1	
year ext)	
\$390.00	
\$312.00	
\$390.00	
\$312.00	
\$312.00	

Fee (FY 2028)	Notes/Multipliers
\$0.15 Per Page	
\$1.00 Per Page	
\$0.15 Per Page	
\$0.05 Per Each 4 Electronic Files	
or Attachments	
Actual Cost	
Actual Cost	
\$3.00 Per Page	
\$5.00 Per Page	

(a) Planning Fees:

	_
	Notes/Multipliers
•	
·	Plus \$85/Lot
·	Plus \$85/Lot
\$743.00	Plus \$85/Lot
\$1,550.00	
\$3,100.00	
\$5,160.00	
\$2,065.00	
\$707.00	Plus \$85/Lot
\$75.00	Per Hour
\$2.475.00	
·	
	<u> </u>
\$1,498.00	
\$75.00	
\$1,120.00	
\$375.00	
\$150.00	
50% of Original Fee	
·	
\$60.00	
\$580.00	
•	
Ç230.00	
\$235.00	
\$443.00	Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge.
\$293.00	
\$2,667.00	
\$2,667.00	
\$1,165.00	
	Plus \$85/Lot
·	
\$75.00	Per Hour
\$2,116.00	Plus \$85/Lot
\$826.00	Plus \$85/Lot
\$412.00	Plus \$85/Lot
\$75.00	Per Hour (2 hour minimum)
	Per Hour (2 hour minimum)
\$1,372.00	Per Hour (2 hour minimum)
	Per Hour (2 hour minimum)
	\$3,100.00 \$5,160.00 \$2,065.00 \$707.00 \$75.00 \$75.00 \$2,475.00 \$2,295.00 \$1,498.00 \$75.00 \$1,120.00 \$375.00 \$150.00 \$580.00 \$580.00 \$580.00 \$230.00 \$235.00 \$235.00 \$235.00 \$2443.00 \$24667.00 \$1,165.00 \$700.00 \$2,533.00 \$25,667.00 \$1,165.00 \$700.00 \$2,533.00

SEPA Environmental Review Fee	\$243.00	
~Adoption of Addendum to Existing Environmental Documents	\$243.00	
~Determination of Significance and EIS	\$1,165.00	Base deposit plus actual cost
Shoreline Conditional Use Permit*	\$1,992.00	
Shoreline Environment Change*	\$1,962.00	
Shoreline Exemption	\$727.00	
Shoreline Master Program Text Amendment	\$2,322.00	
Shoreline Request for an Amendment to an Approved Permit*	\$740.00	
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	
Shoreline Substantial Development Permit*	\$988.00	
Shoreline Variance*	\$1,790.00	
*(additional permit(s) processed concurrently)	\$395.00	
Short Plat: Preliminary	\$1,238.00	Plus \$85/Lot
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$75.00	Per Hour
Short Plat: Alteration/Amendment	\$1,122.00	Plus \$85/Lot
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$485.00	Plus \$85/Lot
Short-Term Rental: Tier 1 Annual or Renewal	\$600.00	
Short-Term Rental: Tier 2 Annual or Renewal*	\$600.00	
Short Term Rental: Tier 3 Annual and Renewal*	\$900.00	
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	
Stream Typing	\$327.00	Natural Resources Fee
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$1,682.00	
Third Party Reviews and Charges	Cost plus 10%	
Variance	\$1,733.00	
Wetland Variance	\$1,810.00	
Zone Change Amendment	\$1,618.00	

(b) Building Fees:

Fee Description	Fee (FY 2026)	Notes/Multipliers
Additional Plan Review Hours	\$75.00	Per Hour
Additional Inspections (after the first)	\$75.00	Per Hour (2 hour minimum)
After-The-Fact Building Permit Fees	2X the Building Permit Fee	
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	
Building Permit Fees:		
N Commonsial Structures	Per Fee Schedule/Valuation	
~ Commercial Structures	Chart	
or Desired autical Characteristics	Per Fee Schedule/Valuation	
~ Residential Structures	Chart	
~ Commercial Pole Sign	\$123.00	
~ Commercial Wall Mounted Sign	\$87.00	
~ Commercial - Additional Signs	\$87.00	
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$233.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$117.00	
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	

* Commercial (Stand-alone)	\$233.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$117.00	
~ Swimming Pool Permit	\$148.00	
~ Spa Permit	\$148.00	
Building Site Visit (Not Associated with a Building Permit	\$75.00	Per Hour (2 hour minimum)
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,120.00	
Manufactured Home (Strip Footings)	\$250.00	
Manufactured Home (Crawl Space)	\$280.00	
The Files of Astro Dildin Bessit	50% of original permit fee (1	
Time Extension of Active Building Permit	year ext)	
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$308.00	
~ Single Family Dwelling/Duplex	\$193.00	
~ Multifamily Dwelling	\$285.00	
~ Manufactured Home	\$177.00	
~ Other Buildings	\$177.00	

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2026)	Notes/Multipliers
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	
Scanned Records	\$0.15 Per Page	
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	
Other Means of Electronic Delivery	or Attachments	
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	

(a) Planning Fees:

(a) Planning Fees:		
Fee Description	Fee (FY 2027)	Notes/Multipliers
Administrative Fee for Natural Resources Permit Intake	\$26.00	
Administrative Interpretation	\$671.00	
Administrative Modification	\$624.00	
After-The-Fact Planning Fees	2X the Original Permit Fees	
Appeal of Administrative Decision or Denial	\$2,002.00	
Binding Site Plan (Preliminary)	\$1,905.00	Plus \$85/Lot
Binding Site Plan (Alteration/Amendment)	\$1,844.00	Plus \$85/Lot
Binding Site Plan (Final Mylar Review)	\$487.00	
Boundary Line Adjustment	\$1,141.00	Plus \$85/Lot
Cannabis Tier 1 Producer (and Associated Processing)	\$1,612.00	
Cannabis Tier 2 Producer (and Associated Processing)	\$3,224.00	
Cannabis Tier 3 Producer (and Associated Processing)	\$5,366.00	
Cannabis State Licensed Processor	\$2,148.00	
Certificate of Exemption	\$1,121.00	Plus \$85/Lot
Change of Application or Design (Requiring 2nd Referral to		
Commenting Agencies)	\$78.00	Per Hour
Comprehensive Plan Amenment (GMA/Map)	\$3,328.00	
Conditional Use Permit	\$3,193.00	
Conditional Use Permit (Amendments/Changes or Conditions)	\$2,389.00	
Department Wide Hourly Charge	\$78.00	
Exploratory Mining: Permit	\$1,165.00	
Exploratory Mining: Revision to Permit	\$390.00	
Exploratory Mining: Bond/Financial Security Approval	\$156.00	
Extension of Time (Plat; Short Plat; Binding Site Plan)	50% of Original Fee	
Forest Practice: Conversion Option Harvest Plan	\$603.00	
Forest Practice: Exemptions - Class I, Class II, Class IV		
(Special or General)	\$62.00	
Forest Practice: Lifting of Moratorium	\$603.00	
Forest Practice: Enting of Moratorium Forest Practice: Rescinding Moratorium	\$239.00	
Forest Practice: Waiving Moratorium for Construction of a Single	\$233.00	
Family Residence	\$244.00	
railily Residence		
		Review time in excess of 3
Floodplain Development Permit	\$765.00	hours is subject to the current
1 loodplain Development i erinit	\$703.00	consultant hourly rate with a
		minimum 1 hour charge.
Habitat Management Mitigation Plan (HMMP)	\$309.00	
Master Planned Resort		
	\$3,987.00	+
Master Planned Resort: Amendment	\$3,987.00	
Planned Development Overlay (Subdivision Fees Still Apply)	\$1,212.00	
Planned Development: Vacation	\$728.00	DI 405/L
Plat (Major Subdivision): Preliminary	\$3,709.00	Plus \$85/Lot
Plat (Major Subdivision): Change of Application or Design (Requiring	470.00	
2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$78.00	Per Hour
	40.400.00	DI 455 /: .
Plat (Major Subdivision): Alteration	\$3,492.00	Plus \$85/Lot
Plat (Major Subdivision): Amendment	\$990.00	Plus \$85/Lot
Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review	\$487.00	Plus \$85/Lot
Pre-Application Meeting (Land Use and Commercial Building)	\$78.00	Per Hour (2 hour Minimum)
Public Benefit Rating System (PBRS)	\$1,896.00	
Reasonable Use Exception	\$1,749.00	
Request for Reconsideration of Hearing Examiner Decision	\$785.00	
Riparian Variance	\$2,657.00	+
SEPA Environmental Review Fee	\$283.00	
SEFA ENVIRONMENTAL REVIEW FEE	\$285.UU	1

~Adoption of Addendum to Existing Environmental Documents	\$283.00	
~Determination of Significance and EIS	\$1,212.00	Base deposit plus actual cost
Shoreline Conditional Use Permit*	\$3,035.00	
Shoreline Environment Change*	\$3,061.00	
Shoreline Exemption	\$1,210.00	
Shoreline Master Program Text Amendment	\$3,248.00	
Shoreline Request for an Amendment to an Approved Permit*	\$770.00	
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	
Shoreline Substantial Development Permit*	\$1,385.00	
Shoreline Variance*	\$2,616.00	
*(additional permit(s) processed concurrently)	\$411.00	
Short Plat: Preliminary	\$1,905.00	Plus \$85/Lot
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$78.00	Per Hour
Short Plat: Alteration/Amendment	\$1,844.00	Plus \$85/Lot
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$525.00	Plus \$85/Lot
Short-Term Rental: Tier 1 Annual or Renewal	\$728.00	
Short-Term Rental: Tier 2 Annual or Renewal*	\$728.00	
Short Term Rental: Tier 3 Annual and Renewal*	\$1,092.00	
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	
Stream Typing	\$378.00	Natural Resources Fee
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$2,915.00	
Third Party Reviews and Charges	Cost plus 10%	
Variance	\$2,575.00	
Wetland Variance	\$2,657.00	

(b) Building Fees:

Fee Description	Fee (FY 2027)	Notes/Multipliers
Additional Plan Review Hours	\$78.00	Per Hour
Additional Inspections (after the first)	\$78.00	Per Hour (2 hour Minimum)
After-The-Fact Building Permit Fees	2X the Building Permit Fee	
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	
Building Permit Fees:		
or Communical Characterists	Per Fee Schedule/Valuation	
~ Commercial Structures	Chart	
as Postale attal Characterists	Per Fee Schedule/Valuation	
~ Residential Structures	Chart	
~ Commercial Pole Sign	\$142.00	
~ Commercial Wall Mounted Sign	\$123.00	
~ Commercial - Additional Signs	\$123.00	
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$277.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$139.00	
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$277.00	

* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$139.00	
~ Swimming Pool Permit	\$194.00	
~ Spa Permit	\$194.00	
Building Site Visit (Not Associated with a Building Permit	\$78.00	Per Hour (2 hour Minimum)
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,165.00	
Manufactured Home (Strip Footings)	\$286.00	
Manufactured Home (Crawl Space)	\$302.00	
Time Extension of Active Building Permit	50% of original permit fee (1	
Time Extension of Active Building Permit	year ext)	
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$355.00	
~ Single Family Dwelling/Duplex	\$257.00	
~ Multifamily Dwelling	\$343.00	
~ Manufactured Home	\$248.00	
~ Other Buildings	\$248.00	

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2027)	Notes/Multipliers
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	
Scanned Records	\$0.15 Per Page	
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	
Other Means of Electronic Delivery	or Attachments	
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	

(a) Planning Fees:

Fee (FY 2028)	Notes/Multipliers
•	
·	Plus \$85/Lot
·	Plus \$85/Lot
\$546.00	
\$1,508.00	Plus \$85/Lot
\$1,676.00	
\$3,353.00	
\$5,581.00	
\$2,234.00	
\$1,508.00	Plus \$85/Lot
404.00	5
\$81.00	Per Hour
\$4,082.00	
·	
\$3,219.00	
\$81.00	
· · · · · · · · · · · · · · · · · · ·	
·	
·	
\$027.00	
\$65.00	
	+
·	
\$249.00	
\$254.00	
\$1,069.00	Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge.
\$321.00	
\$5,200.00	
	Plus \$85/Lot
·	
\$81.00	Per Hour
\$4,783.00	Plus \$85/Lot
\$1,121.00	Plus \$85/Lot
\$546.00	Plus \$85/Lot
\$81.00	Per Hour (2 hour minimum)
701.00	
\$2,366.00	
	\$1,676.00 \$3,353.00 \$5,581.00 \$2,234.00 \$1,508.00 \$81.00 \$4,082.00 \$3,999.00 \$3,219.00 \$41,211.00 \$406.00 \$162.00 50% of Original Fee \$627.00 \$65.00 \$627.00 \$249.00 \$254.00 \$1,069.00 \$1,069.00 \$1,260.00 \$757.00 \$4,783.00 \$41,783.00 \$1,121.00

SEPA Environmental Review Fee	\$312.00	
~Adoption of Addendum to Existing Environmental Documents	\$312.00	
~Determination of Significance and EIS	\$1,260.00	Base deposit plus actual cost
Shoreline Conditional Use Permit*	\$3,999.00	
Shoreline Environment Change*	\$4,082.00	
Shoreline Exemption	\$1,664.00	
Shoreline Master Program Text Amendment	\$4,082.00	
Shoreline Request for an Amendment to an Approved Permit*	\$800.00	
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	
Shoreline Substantial Development Permit*	\$1,742.00	
Shoreline Variance*	\$3,370.00	
*(additional permit(s) processed concurrently)	\$427.00	
Short Plat: Preliminary	\$2,522.00	Plus \$85/Lot
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$81.00	Per Hour
Short Plat: Alteration/Amendment	\$2,522.00	Plus \$85/Lot
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$546.00	Plus \$85/Lot
Short-Term Rental: Tier 1 Annual or Renewal	\$832.00	
Short-Term Rental: Tier 2 Annual or Renewal*	\$832.00	
Short Term Rental: Tier 3 Annual and Renewal*	\$1,248.00	
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	
Stream Typing	\$416.00	Natural Resources Fee
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$4,082.00	
Third Party Reviews and Charges	Cost plus 10%	
Variance	\$3,348.00	
Wetland Variance	\$3,432.00	
Zone Change Amendment	\$2,624.00	

(b) Building Fees:

Fee Description	Fee (FY 2028)	Notes/Multipliers
Additional Plan Review Hours	\$81.00	Per Hour
Additional Inspections (after the first)	\$81.00	Per Hour (2 hour minimum)
After-The-Fact Building Permit Fees	2X the Building Permit Fee	
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	
Building Permit Fees:		
a Commonaid Structures	Per Fee Schedule/Valuation	
~ Commercial Structures	Chart	
C Decidential Charactures	Per Fee Schedule/Valuation	
~ Residential Structures	Chart	
~ Commercial Pole Sign	\$156.00	
~ Commercial Wall Mounted Sign	\$156.00	
~ Commercial - Additional Signs	\$156.00	
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$312.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$156.00	
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	

* Commercial (Stand-alone)	\$312.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$156.00	
~ Swimming Pool Permit	\$234.00	
~ Spa Permit	\$234.00	
Building Site Visit (Not Associated with a Building Permit	\$81.00	Per Hour (2 hour minimum)
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,211.00	
Manufactured Home (Strip Footings)	\$312.00	
Manufactured Home (Crawl Space)	\$314.00	
The Files of Addison Building Bossell	50% of original permit fee (1	
Time Extension of Active Building Permit	year ext)	
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$390.00	
~ Single Family Dwelling/Duplex	\$312.00	
~ Multifamily Dwelling	\$390.00	
~ Manufactured Home	\$312.00	
~ Other Buildings	\$312.00	

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2028)	Notes/Multipliers
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	
Scanned Records	\$0.15 Per Page	
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	
Other Means of Electronic Delivery	or Attachments	
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	

RESOLUTION NO. 2025-

Re: Adoption of amendments to the City of Leavenworth Development Regulations for its Urban Growth Area (ZTA 24-430), more specifically, adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area.

WHEREAS, Chelan County and the City of Leavenworth have signed a Memorandum of Understanding dated July 8, 1997, which states that the County shall adopt the land use regulations, development regulations, and land use designations of the City of Leavenworth for its Urban Growth Area; and,

WHEREAS, pursuant to the 1997 Memorandum of Understanding, Chelan County will implement each city's water, sanitary and storm sewer requirements for any land use development within the Urban Growth Area; and

WHEREAS, Ordinance No. 1720-25 clarifies that for properties allowing ADUs within the Urban Growth Area, they may rely on individual septic approvals in lieu of the required connection to the public sewer system; and

WHEREAS, Chelan County and the City of Leavenworth have adopted Comprehensive Plans per the requirements of RCW 36.70A.040(4)(d), the Growth Management Act; and,

WHEREAS, RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the County-Wide Planning Policies; and,

WHEREAS, the Growth Management Act requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city's comprehensive plan must be coordinated and consistent with "other counties or cities with which the county or city has, in part, common border or related regional issues"; and,

WHEREAS, Chelan County Community Development, deferred to the City of Leavenworth as the Lead Agency for SEP A Environmental Review. The adoption of this Ordinance 1710-25 was exempt from SEP A under WAC 197-11-800(19) - Procedural Action. The requirements of RCW 43.21 C, the State Environmental Policy Act and WAC 197-11 have been satisfied; and,

WHEREAS, the City of Leavenworth sent notices to the Department of Commerce for 60-day review prior to Leavenworth City Council adoption, consistent with RCW 36.70A.106; and,

WHEREAS, reviewing agencies and the general public were given an opportunity to comment on the proposed amendments through the City of Leavenworth public hearings and adoption of Ordinance 1710-25; and,

WHEREAS, Chelan County Code, Title 14, provides review criteria for the consideration for adopting amendments to comprehensive plans, maps and development regulations. Chelan County followed the procedures required for amendments; and,

WHEREAS, The Chelan County Planning Commission held a duly advertised workshop on May 28, 2025 to review and discuss the amendment submitted by the City of Leavenworth; and,

WHEREAS, the Chelan County Planning Commission held a duly advertised public hearing on June 25, 2025, forwarding a recommendation to adopt the proposed amendments. Public testimony was taken and included in the file of record; and

WHEREAS, the Board of County Commissioners conducted a duly advertised public hearing on July 1, 2025, to examine the record and recommendation of the Chelan County Planning Commission, and invite public testimony; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Chelan County

Commissioners hereby adopts City of Leavenworth Ordinance 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after July 1, 2025.

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on the following date,

Dated this 1st day of July, 2025

BOARD OF CHELAN COUNTY COMMISSIONERS

	SHON SMITH, Chairman
ATTEST: Anabel Torres	KEVIN OVERBAY, Commissioner
Clerk of the Board	BRAD HAWKINS, Commissioner
Approved as to Form	
Deputy Prosecuting Attorney	



CHELAN COUNTY

DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Leavenworth Urban Growth Area Amendment Staff Report

TO: Chelan County Board of Commissioners
FROM: Chelan County Community Development

HEARING DATE: July 1,, 2025 FILE NUMBER: ZTA 24-430

RECOMMENDED MOTION

This proposal is recommended for adoption. Adoption of the proposed amendment aligns with countywide planning policies, county planning policies, and the 1997 interlocal planning MOU and RCW 36.70A.100. Land use changes are not in conflict with Chelan County planning policies and proper public notice procedures have been followed.

A. Move to recommend the Adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area. Given file number ZTA 2024-430, based upon the findings of fact and conclusions of law contained within this June 11, 2025 staff report.

GENERAL INFORMATION

Applicant	Chelan County
Planning Commission Notice of Hearing	June 11, 2025
Planning Commission Hearing	June 25, 2025
Board of County Commissioners Notice of Hearing Published	June 21 , 2025
County Commissioner Public Hearing	July 1, 2025
60-day State agency review	Not Required
SEPA Determination	Per City of Leavenworth, the adoptions of this ordinance were SEPA exempt per WAC 197-11-800(19) – Procedural Action
Adoption of Existing Environmental Document	November 14, 2024 (Chelan County)

SEPA Environmental Review

The City of Leavenworth determined that the adoption of this ordinance was SEPA exempt pursuant to WAC 197-11-800(19) – Procedural Action. Chelan County has adopted this finding by reference on November 14, 2024.

Agency Comments:

None received to date. (If received prior to hearing, will be Attachment 5.)

Public Comment:

None received to date. (If received prior to hearing, will be Attachment 5.)

60-Day Notice:

Not Required

PROJECT DESCRIPTION - ZTA 2024-430

Proposal: The City of Leavenworth has submitted Ordinance 1710-25 which is an amendment to city code governing the utility connection requirements for ADUs. which impact the Urban Growth Area (UGA). These are summarized in the table below.

LMC 14.14.085	Amending new section to no longer required ADU's in the Urban Growth Area to be connected to city water and sewer, nor be required to have separate service in the event the ADU is greater than 900
	square feet

Review Criteria

This regulation was evaluated in accordance with Chelan County Code Section 14.13.040 Development Regulation Amendment evaluation criteria and Chelan County Code Section 14.14.047 Amendment review criteria for comprehensive plan text changes. These criteria determine the process for approval, modification, or denial of regulation amendment applications and text amendments to county-adopted city comprehensive plans.

1. The amendment is necessary to resolve a public land use issue or problem.

Finding: In the 1997 interlocal planning MOU, Chelan County establishes policies with the City of Leavenworth regarding land use regulations within its Urban Growth Area (UGA). Chelan County agrees to adopt the city's "land use regulations, development standards and land use designations for the city's UGA." The County also agrees to implement the city's "street, street lighting, curb, gutter and sidewalk design standards" within the UGA.

GMA requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city's comprehensive plan must be coordinated and consistent with "other counties or cities with which the county or city has, in part, common border or related regional issues".

Chelan County has not adopted relevant land use changes and comprehensive plan amendments for the City of Leavenworth's UGA since its last major update in 2022. Adoption of this ordinance will bring the County into alignment with the agreement outlined in the MOU and relevant state planning policies.

2. The amendment is consistent with goals of the Growth Management Act, Chapter 36.70A RCW.

Finding: The GMA planning goals include but are not limited to the following:

- (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low density development.
- (3) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- (4) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
- (5) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

The adoption of the city's comprehensive plan amendments and land use regulations within the UGA is consistent with the first two GMA goals, to encourage development in urban areas and to reduce sprawl. Housing related amendments included for adoption promote the variety of residential densities in housing types within the UGA. Other land use updates encourage economic development consistent with the adopted comprehensive plan. Updating standards within the UGA will also support the timely review and processing of development applications to ensure predictability.

3. The amendment complies with or supports comprehensive plan goals and policies and/or county-wide planning policies, or how amendment of the comprehensive plans' goals or policies is supported by changing conditions or state or federal mandates.

Finding: The City of Leavenworth has reviewed and found the proposed amendments consistent with the City's Comprehensive Plan goals and policies. The County-wide Planning Policies support the use of the City regulations within the UGAs and adoption of city comprehensive plan amendments.

 The proposed amendment does not adversely affect lands designated as resource lands of long-term commercial significance or critical areas in ways that cannot be mitigated.

Finding: The proposed amendments do not change resource lands or critical area regulations which would be reviewed based on the site-specific development at the time of future permit.

5. The amendment is based on sound land use planning practices and would further the general public health, safety and welfare. The comprehensive plan amendment would serve the interests of not only the applicant, but the public as a whole, including health, safety, or welfare.

Finding: The proposed amendments are the result of appropriate planning processes to reflect the community desire for development.

Procedural Requirements

Appropriate City procedures were followed for the amendment proposed for County adoption. Chelan County is performing its own hearing notice for this amendment. The public process for this 202e change incorporated a wide range of public engagement efforts that were held by the City of Leavenworth and continued by Chelan County. The City of Leavenworth sent notices to members of the community within the city limits and UGA and beyond by inclusion in utility billings, media reports, radio ads, etc.

CONCLUSIONS OF LAW

- 1. The amendment to the Chelan County development regulations is consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and County-Wide Planning Policies.
- 2. The amendment is necessary to address a public land use issue or problem.
- 3. The amendment does not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.
- 4. Reviewing agencies and the general public were given an opportunity to comment on the proposed amendment.
- 5. The amendment is consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
- 6. The requirements of RCW 43.21C, the State Environmental Policy Act and WAC 197-11 SEPA Rules have been satisfied.
- 7. The adoption of this amendment is in the best interest of the public and furthers the health, safety, and welfare of the citizens of Chelan County.

ATTACHMENTS

- 1. Ordinance 1710-25
- 2. Agency and Public Comments (none at time of staff report issuance)

ORDINANCE NO. 1710

CITY OF LEAVENWORTH, WASHINGTON

AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON AMENDING SECTION 14.14.085 OF THE LEAVENWORTH MUNICIPAL CODE, TO CLARIFY REQUIREMENTS FOR ACCESSORY DWELLING UNIT UTILITY CONNECTIONS IN THE CITY'S URBAN GROWTH AREA

WHEREAS, the Leavenworth City Council seeks to provide clear and consistent regulations in its Municipal Code to facilitate efficient administration and compliance; and

<u>WHEREAS</u>, the City Council has determined that clarifying the requirements for utility connections for accessory dwelling units will improve the permitting process for accessory dwelling units within the City's Urban Growth Area and support the City's policy objectives; and

WHEREAS. the proposed amendments were reviewed by the Community Development Department and subject to public notice and hearing as required by law; and

<u>WHEREAS</u>, the amendments comply with the Growth Management Act and are consistent with the City's Comprehensive Plan, which encourages streamlining permitting processes; and

<u>WHEREAS</u>, the City Council has reviewed and considered the recommendations of staff, public comments, and agency feedback and finds that the amendments serve the public interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment to Leavenworth Municipal Code Section 14.14.085. Section 14.14.085(A) of the Leavenworth Municipal Code is hereby amended to read as follows:

A. Except within the City's Urban Growth Area, an accessory dwelling unit must be connected to the water and sewer utilities of the City and shall have separate services for any accessory dwelling unit greater than 900 square feet in area. Such connections and separate services shall not apply to an accessory dwelling unit located within the City's Urban Growth Area.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should hold to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect five (5) days after passage and

publication as provided by law.

Passed by the City Council of City of Leavenworth, Washington and approved by the Mayor at an open public meeting on the 22nd day of April, 2025.

CITY OF LEAVENWORTH

By: Carl Floria

Carl J. Florea, Mayor

Approved as to form:

DocuSigned by:

Thom Graafstra

Thom Graafstra, City Attorney

Attest:

Andrea Fischer

D5CBE4ADAE1B451..

Andrea Fischer, City Clerk

RESOLUTION	2025
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RE: A Resolution amending Title 3, Chapter 3.24 as it pertains to Community Development permitting and application fees, providing for its administration and superseding all previous Resolutions.

WHEREAS, Resolution 2018-108 was adopted on December 18, 2018, adopting a fee schedule incorporating CPI increases from 2011 forward, but without a full cost recovery analysis; and

WHEREAS, Resolutions 2022-67, 2021-126, 2019-136, 2019-128, and 2019-23 have since been adopted to accommodate fees for new land uses and to update the building fees per ICC schedules; and

WHEREAS, the existing adopted fee schedule as identified in Chelan County Code Title 3, Chapter 3.24 have not kept pace with either the annual CPI increases nor the increase in labor costs and do not constitute a cost-recovery model for permit processing; and

WHEREAS, Chelan County Community Development has researched and conducted an analysis of the true cost for services; and

WHEREAS, the taxpayers of Chelan County are currently supplementing the cost of processing land use applications, building permit applications, regulatory amendments and comprehensive planning initiatives through general fund support; and

WHEREAS, with respect to the State Environmental Policy Act of 1971 (SEPA), as amended, actions solely related to government procedures are categorically exempt under the provisions of WAC 197-11-800(19)(a & b); and

WHEREAS, the attached Exhibit A and incorporates revisions to the text of Chelan County Code 3.24.

WHEREAS, Exhibit B incorporates revisions and adjustments to the previous fee schedule in Chelan County Code 3.24 that will offset the costs incurred by the Department of Community Development; and

WHEREAS, the Board of Chelan County Commissioners believes amending Title 3.24 is a necessary action to implement a cost recovery fee structure, is in the public's best interest, and is a matter of good governance.

NOW THEREFORE BE IT RESOLVED that in proposed amendment to Chelan County Code Title 3, Chapter 3.24, text and fee tables, the attached Exhibits A and B, are hereby adopted; and

BE IT FURTHER RESOLVED that the fees identified in Title 3.24 will **annually, on August 1**, be increased for fiscal years 2026, 2027, and 2028 as set out in Exhibit B; each year thereafter will increase on August 1 at a rate of 4%; and each fee will be rounded up to the nearest whole dollar; and

BE IT FURTHER RESOLVED, the building valuation table shall be updated twice annually using the most recent issued ICC Building Valuation Data Sheet data, **effective February 1** and **August 1** each year; and

BE IT FURTHER RESOLVED, a cost recovery analysis review for Community Development shall be performed at least every 5 years in order to consider further revisions to these fees; and

BE IT FURTHER RESOLVED that this Resolution shall be effective August 1, 2025.

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on July 1st, 2025.

Dated at Wenatchee, Washington the 1st day of July, 2025

BOARD OF CHELAN COUNTY COMMISSIONERS

	SHON SMITH, CHAIRMAN
ATTEST: ANABEL TORRES	KEVIN OVERBAY, COMMISSIONER
CLERK OF THE BOARD	BRAD HAWKINS, COMMISSIONER

AS TO FORM:

MARCUS FOSTER

DEPUTY PROSECUTING ATTORNEY

Chapter 3.24 COMMUNITY DEVELOPMENT DEPARTMENT FEES

Sections:

3.24.010 Fee schedule.

3.24.020 Description of fees.

3.24.030 Administration of this fee schedule.

3.24.040 Other fees.

3.24.050 Fees not required.

3.24.060 Refund policy.

3.24.065 Application fee reimbursement.

3.24.070 Building fee schedule.

* Prior resolution history: Res. 99-148, 2000-144, 2001-71, 2001-118, 2002-59, 2007-40, 2008-12, 2008-190 and 2010-32.

3.24.010 Fee schedule.

- (a) Planning. Replaced by Exhibit B
- (b) Building. Replaced by Exhibit B
- (c) Miscellaneous Fees. Replaced by Exhibit B
- * The department of community development complies with fees set forth in Section <u>1.376.110</u>, copying and delivery fees for public records.

(Res. 2021-126 (Exh. A), 10/19/21; Res. 2021-116 (Exh. A), 9/14/21; Res. 2021-95 (Att. A), 7/27/21; Res. 2019-74 (Exh. A), 6/25/19: Res. 2019-23 (Exh. A)(part), 2/5/19: Res. 2018-108 (Exh. A)(part), 12/18/18: Res. 2018-14 (Exh. A)(part), 2/27/18; Res. 2017-75 § 3 (Exh. F), 8/22/17; Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.020 Description of fees.

- (a) After-the-Fact Permits. After-the-fact permit fees include applicable building, land use and planning applications, and zoning administrative, plan review, and permit costs for the scope of work completed without proper permits. For after-the-fact permits associated with code enforcement action, stop work order, r violation, or work and/or operation started without the required building or land use permit issuance, the applicable building permit and zoning fee, and/or land use fee is doubled (twice the applicable fee).
 - (1) After-the-Fact Site Visit Fee. Implemented to inspect existing structures for IBC/IRC construction standards, occupancy use, energy efficiency, sanitation, and life safety requirements associated with short term rental (STR) permit requests, land use and planning applications, or new building permits applications initiated to resolve existing code compliance actions.

- (b) Expedited Single-Family Permit Review. Gives the option to allow for expedited permit review of single-family residential permits depending upon staff availability. Expedited review may be processed as follows:
 - (1) Request for expedited review will be processed on a "first come, first served" basis and reviews will only be conducted after normal business hours and dependent on staff availability.
 - (2) Expedited permit review will be conducted in a manner so as not to interfere with processing of regular permit applications.
 - (3) Staff will complete the first plan check review within two business days of receipt of a complete application for expedited permit review.
 - (4) If corrections are issued, the second plan check review will be conducted within two business days of receipt of all corrections from the applicant.
 - (5) Fee for the expedited permit review is inclusive of both building and permit center plan review efforts only. The expedited permit review fee is in addition to the normal base plan review and permit fees.
 - (6) Request for expedited permit review will be conducted for any application requiring a discretionary permit (until the decision has been issued and the appeal period has expired) and projects requiring SEPA (until the appeal period has expired).
 - (7) Fees for expedited permit review will be charged for each individual permit request related to a single-family residence.
 - (8) If staff does not deliver the application within the time frames outlined in subsections (d)(3) and (4) of this section, sixty percent of the expedited review fees will be returned to the applicant, with the remaining balance used to offset overtime pay to staff.
- (c) Additional Plan Review. The current hourly rate will be charged for additional plan review for changes, additions, and revisions to plans as determined by the building official, and a minimum of one hour will be charged for a plan recheck. Time will be rounded to the nearest hour. If an owner/builder brings in a different house plan after the original plan review has already been completed, a full plan review fee will be charged on new plans. (Res. 2023-96 (Att. A), 10/3/23; Res. 2022-67 (Exh. A), 7/12/22; Res. 2021-126 (Exh. A), 10/19/21; Res. 2020-96 § 2 (Exh. A), 9/15/20: Res. 2020-34 (Exh. A), 3/24/20: Res. 2019-128 (Exh. A)(part), 12/10/19; Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.030 Administration of this fee schedule.

No application will be considered complete and permit processing not commenced until the appropriate fees have been received. Fees required for planning review of building permits and appeals of decisions in nonpermit services are payable prior to the services being rendered.

- (1) Each action for which a fee is listed above will require a separate fee. Projects that involve a number of actions or permits will need to remit the total of the various fees before a determination of completeness is issued and processing begins.
- (2) For charges based on hourly rates, hours will be rounded to the nearest full hour. (Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.040 Other fees.

Other fees required in conjunction with the above applications (i.e., taxes, recording fees, etc.) are not included. (Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.050 Fees not required.

Applications for comprehensive plan, area wide zone change amendments, or code text amendments initiated by the board of Chelan County commissioners and community development are exempt from fees. Any land use applications for public projects initiated by the board of Chelan County commissioners are exempt from fees, except for public notice cost. (Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.060 Refund policy.

Full or partial requests for refunds of application fees paid must be made in writing to the board of county commissioners. The board of Chelan County commissioners has the sole authority to approve or reject such requests. Only those fees required by the department of community development may be refunded. (Res. 2019-128 (Exh. A)(part), 12/10/19: Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

3.24.065 Application fee reimbursement.

- (1) The board of Chelan County commissioners found that Section <u>3.24.060</u>, Refund policy, states that the board of Chelan County commissioners has sole authority to approve or reject refund requests for application fees; and
- (2) The board of Chelan County commissioners found it necessary to include exceptions per Section <u>3.24.060</u>, Refund policy, for refund requests relating to overpayment or refunds of application fees; and
- (3) The board of Chelan County commissioners authorizes the director of Chelan County department of community development to reimburse overpayment of application fees up to one thousand dollars due to administrative errors caused by the department or the applicant; and
- (4) Applicant or agent must submit to the director in writing a request for refund of overpayment for application fees paid, when the applicant is responsible for the administrative error; and
- (5) The board of Chelan County commissioners hereby finds, determines and declares that adoption of the resolution codified in this section is necessary to allow community development to expedite refunds to the applicant for overpayment of application fees, and make processing such refunds in a more cost effective manner. (Res. 2019-128 (Exh. A)(part), 12/10/19: Res. 2015-33, 3/10/15).

3.24.070 Building fee schedule.

The department of community development shall charge, and there shall be remitted to the department to defray the expenses incurred in the processing of applications required by various county resolution, the fees as set forth below. All application fees shall be submitted as part of the required application materials unless otherwise specified. Said application shall not be considered as complete and eligible for review until said fee has been received. All applicable fees collected are nonrefundable except as outlined in Sections 3.24.060 and 3.24.065.

(1) The fee for each International Building Code, International Residential Code, or Washington State Energy Code building permit shall be as set forth in Table 1-A.

	Table 1-A—Building Permi		
TOTAL VALUATION	Residential	(Commercial
\$1.00 to \$500.00	\$35.61		
\$501.00 to \$2,000	\$35.61 for the first \$500.00 plus \$4.09 for each additional \$100.00, or fraction thereof, to and including \$2,000		
\$2,001 to \$25,000	\$116.02 for the first \$2,000 plus \$19.04 for each additional \$1,000, or fraction thereof, to and including \$25,000		
\$25,001 to \$50,000	\$548.44 for the first \$25,000 plus \$13.54 for each additional \$1,000, or fraction thereof, to and including \$50,000		
\$50,001 to \$100,000	\$882.79 for the first \$50,000 plus \$9.39 for each additional \$1,000, or fraction thereof, to and including \$100,000		
\$100,001 to \$500,000	\$1,350.42 for the first \$100,000 plus \$7.52 for each additional \$1,000, or fraction thereof, to and including \$500,000		
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000		
\$1,000,000 and up	\$5,608.75 for the first \$1,0 fraction thereof	00,000 plus \$3.65 for	each additional \$1,000, c
Demolition Permit (≤ 2,500 sq. ft.)	\$130.00	\$130.00	
Demolition Permit (>2,500 sq. ft.)	\$175.00	\$175.00	
Reroof (except for exemptions of Section 3.04.100 Items 11 and 12)	\$150.00 Valuation based on cost of labor and materials		on cost of labor and
Other Inspections and Fees:			
1. Reinspection fees (after two inspections, 2. Inspections for which no fee is specifical	ly indicated (minimum char	- /	\$150.00 \$75.00 per hour
3. Additional plan review required by chang (minimum charge—2 hours)		-	\$75.00 per hour
4. For use of outside consultants for plan checking and inspections, or both		Actual costs	

- (2) The building official shall use the latest Building Valuation Data Sheet published by the International Code Council to determine the project valuation and the building official's determination shall be final. When a specific building type or occupancy is not noted in the valuation table, the building official is authorized to use the classification type noted in the table that most closely resembles the proposed type of building, or determine a valuation type independently. The building official is authorized to use a contractor's bid price estimate in instances other than new construction, provided such bid estimate lists all materials and included labor cost, excluding sales tax, for such project.
- (a) Footnotes b, c, and d are not adopted of the Building Valuation Data Sheet published by the International Code Council.
- (3) Plan Review Fees. A building plan review fee shall be paid at the time of submitting the submittal documents for plan review. The full plan review fee shall be sixty-five percent of the building permit fee. The plan review fee is a separate fee from the building permit fee and is in addition to the building permit fee. Any remainder of the full plan review fee, after any such deposit fee is paid at time of submittal, shall be paid at time of issuance of such permit.

(4) Replaced by Exhibit B

Replaced by Exhibit B(Res. 2022-67 (Exh. A), 7/12/22; Res. 2021-126 (Exh. A), 10/19/21; Res. 2019-136, 12/30/19; Res. 2019-128 (Exh. A)(part), 12/10/19: Res. 2019-23 (Exh. A)(part), 2/5/19; Res. 2018-108 (Exhs. A (part), B), 12/18/18: Res. 2014-95 (Exh. A)(part), 9/23/14: Res. 2013-35 (Exh. A)(part), 4/16/13: Res. 2012-06 (Exh. A)(part), 1/24/12: Res. 2011-52 (Exh. A)(part), 6/14/11).

(a) Planning Fees:

(a) Planning Fees:		
Fee Description	Fee (FY 2026)	Fee (FY 2027)
Administrative Fee for Natural Resources Permit Intake	\$13.00	\$26.00
Administrative Interpretation	\$645.00	\$671.00
Administrative Modification	\$600.00	\$624.00
After-The-Fact Planning Fees	2X the Original Permit Fees	2X the Original Permit Fees
Appeal of Administrative Decision or Denial	\$1,252.00	\$2,002.00
Binding Site Plan (Preliminary)	\$1,238.00	\$1,905.00
Binding Site Plan (Alteration/Amendment)	\$1,122.00	\$1,844.00
Binding Site Plan (Final Mylar Review)	\$412.00	\$487.00
Boundary Line Adjustment	\$743.00	\$1,141.00
Cannabis Tier 1 Producer (and Associated Processing)	\$1,550.00	\$1,612.00
Cannabis Tier 2 Producer (and Associated Processing)	\$3,100.00	\$3,224.00
Cannabis Tier 3 Producer (and Associated Processing)	\$5,160.00	\$5,366.00
Cannabis State Licensed Processor	\$2,065.00	\$2,148.00
Certificate of Exemption	\$707.00	\$1,121.00
Change of Application or Design (Requiring 2nd Referral to Commenting Agencies)	\$75.00	\$78.00
Comprehensive Plan Amenment (GMA/Map)	\$2,475.00	\$3,328.00
Conditional Use Permit	\$2,295.00	\$3,193.00
Conditional Use Permit (Amendments/Changes or Conditions)	\$1,498.00	\$2,389.00
	•	
Department Wide Hourly Charge	\$75.00	\$78.00
Exploratory Mining: Permit	\$1,120.00	\$1,165.00
Exploratory Mining: Revision to Permit	\$375.00	\$390.00
Exploratory Mining: Bond/Financial Security Approval	\$150.00	\$156.00
Extension of Time (Plat; Short Plat; Binding Site Plan)	50% of Original Fee	50% of Original Fee
Forest Practice: Conversion Option Harvest Plan	\$580.00	\$603.00
Forest Practice: Exemptions - Class I, Class II, Class III, Class IV (Special or General)	\$60.00	\$62.00
Forest Practice: Lifting of Moratorium	\$580.00	\$603.00
Forest Practice: Rescinding Moratorium	\$230.00	\$239.00
Forest Practice: Waiving Moratorium for Construction of a Single		
Family Residence	\$235.00	\$244.00
Floodplain Development Permit	\$443.00	\$765.00
Habitat Management Mitigation Plan (HMMP)	\$293.00	\$309.00
Master Planned Resort	\$2,667.00	\$3,987.00
Master Planned Resort: Amendment	\$2,667.00	\$3,987.00
Planned Development Overlay (Subdivision Fees Still Apply)	\$1,165.00	\$1,212.00
Planned Development: Vacation	\$700.00	\$728.00
Plat (Major Subdivision): Preliminary	\$2,533.00	\$3,709.00
Plat (Major Subdivision): Change of Application or Design (Requiring	\$75.00	\$78.00
2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	· 	
Plat (Major Subdivision): Alteration	\$2,116.00	\$3,492.00
Plat (Major Subdivision): Amendment	\$826.00	\$990.00
Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review	\$412.00	\$487.00
Pre-Application Meeting (Land Use and Commercial Building)	\$75.00	\$78.00
Public Benefit Rating System (PBRS)	\$1,372.00	\$1,896.00
Reasonable Use Exception	\$1,163.00	\$1,749.00
Request for Reconsideration of Hearing Examiner Decision	\$612.00	\$785.00
Riparian Variance	\$1,810.00	\$2,657.00
SEPA Environmental Review Fee	\$243.00	\$283.00

~Adoption of Addendum to Existing Environmental Documents	\$243.00	\$283.00
~Determination of Significance and EIS	\$1,165.00	\$1,212.00
Shoreline Conditional Use Permit*	\$1,992.00	\$3,035.00
Shoreline Environment Change*	\$1,962.00	\$3,061.00
Shoreline Exemption	\$727.00	\$1,210.00
Shoreline Master Program Text Amendment	\$2,322.00	\$3,248.00
Shoreline Request for an Amendment to an Approved Permit*	\$740.00	\$770.00
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	50% of original permit fee (1 year ext)
Shoreline Substantial Development Permit*	\$988.00	\$1,385.00
Shoreline Variance*	\$1,790.00	\$2,616.00
*(additional permit(s) processed concurrently)	\$395.00	\$411.00
Short Plat: Preliminary	\$1,238.00	\$1,905.00
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$75.00	\$78.00
Short Plat: Alteration/Amendment	\$1,122.00	\$1,844.00
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$485.00	\$525.00
Short-Term Rental: Tier 1 Annual or Renewal	\$600.00	\$728.00
Short-Term Rental: Tier 2 Annual or Renewal*	\$600.00	\$728.00
Short Term Rental: Tier 3 Annual and Renewal*	\$900.00	\$1,092.00
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	(see CUP Fees)
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	Assessed Double Applicable Fees
Stream Typing	\$327.00	\$378.00
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$1,682.00	\$2,915.00
Third Party Reviews and Charges	Cost plus 10%	Cost plus 10%
Variance	\$1,733.00	\$2,575.00
Wetland Variance	\$1,810.00	\$2,657.00
Zone Change Amendment	\$1,618.00	\$2,153.00

(b) Building Fees:

Fee Description	Fee (FY 2026)	Fee (FY 2027)
Additional Plan Review Hours	\$75.00	\$78.00
Additional Inspections (after the first)	\$75.00	\$78.00
After-The-Fact Building Permit Fees	2X the Building Permit Fee	2X the Building Permit Fee
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	2X the Zoning Review Fee
Building Permit Fees:		
~ Commercial Structures	Per Fee Schedule/Valuation	Per Fee Schedule/Valuation
Commercial Structures	Chart	Chart
N Decidential Chrystyres	Per Fee Schedule/Valuation	Per Fee Schedule/Valuation
~ Residential Structures	Chart	Chart
~ Commercial Pole Sign	\$123.00	\$142.00
~ Commercial Wall Mounted Sign	\$87.00	\$123.00
~ Commercial - Additional Signs	\$87.00	\$123.00
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	15% of Building Permit Fee
* Commercial (Stand-alone)	\$233.00	\$277.00
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	10% of Building Permit Fee
* Residential (Stand-alone)	\$117.00	\$139.00
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	15% of Building Permit Fee
* Commercial (Stand-alone)	\$233.00	\$277.00

* Residential (Associated with a Building Permit)	10% of Building Permit Fee	10% of Building Permit Fee
* Residential (Stand-alone)	\$117.00	\$139.00
~ Swimming Pool Permit	\$148.00	\$194.00
~ Spa Permit	\$148.00	\$194.00
Building Site Visit (Not Associated with a Building Permit	\$75.00	\$78.00
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,120.00	\$1,165.00
Manufactured Home (Strip Footings)	\$250.00	\$286.00
Manufactured Home (Crawl Space)	\$280.00	\$302.00
Time Extension of Active Building Permit	50% of original permit fee (1	50% of original permit fee (1
Time Extension of Active ballating Fermit	year ext)	year ext)
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$308.00	\$355.00
~ Single Family Dwelling/Duplex	\$193.00	\$257.00
~ Multifamily Dwelling	\$285.00	\$343.00
~ Manufactured Home	\$177.00	\$248.00
~ Other Buildings	\$177.00	\$248.00

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2026)	Fee (FY 2027)
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	\$0.15 Per Page
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	\$1.00 Per Page
Scanned Records	\$0.15 Per Page	\$0.15 Per Page
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	\$0.05 Per Each 4 Electronic Files
Other Means of Electronic Delivery	or Attachments	or Attachments
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	Actual Cost
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	Actual Cost
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	\$3.00 Per Page
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	\$5.00 Per Page

Fee (FY 2028)	Notes/Multipliers
\$39.00	
\$698.00	
\$649.00	
2X the Original Permit Fees	
\$2,701.00	
\$2,522.00	Plus \$85/Lot
\$2,522.00	Plus \$85/Lot
\$546.00	
\$1,508.00	Plus \$85/Lot
\$1,676.00	
\$3,353.00	
\$5,581.00	
\$2,234.00	
\$1,508.00	Plus \$85/Lot
\$81.00	Per Hour
\$4,082.00	
\$3,999.00	
\$3,219.00	
\$81.00	
\$1,211.00	
\$406.00	
\$162.00	
50% of Original Fee	
\$627.00	
\$65.00	
\$627.00	
\$249.00	
\$254.00	
\$1,069.00	Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge.
\$321.00	
\$5,200.00	
\$5,200.00	
\$1,260.00	
\$757.00	
\$4,783.00	Plus \$85/Lot
\$81.00	Per Hour
\$4,783.00	Plus \$85/Lot
\$1,121.00	Plus \$85/Lot
\$546.00	Plus \$85/Lot
\$81.00	Per Hour (2 hour minimum)
\$2,366.00	
\$2,288.00	
\$933.00	
\$3,432.00	
\$312.00	

\$312.00		
\$1,260.00	Base deposit plus actual co	
\$3,999.00		
\$4,082.00		
\$1,664.00		
\$4,082.00		
\$800.00		
50% of original permit fee (1		
year ext)		
\$1,742.00		
\$3,370.00		
\$427.00		
\$2,522.00	Plus \$85/Lot	
\$81.00	Per Hour	
\$2,522.00	Plus \$85/Lot	
\$546.00	Plus \$85/Lot	
\$832.00		
\$832.00		
\$1,248.00		
(see CUP Fees)		
Assessed Double Applicable Fees		
\$416.00	Natural Resources Fee	
\$4,082.00		
Cost plus 10%		
\$3,348.00		
\$3,432.00		
\$2,624.00		

Fee (FY 2028)	Notes/Multipliers	
\$81.00	Per Hour	
\$81.00	Per Hour (2 hour minimum)	
2X the Building Permit Fee		
2X the Zoning Review Fee		
Per Fee Schedule/Valuation		
Chart		
Per Fee Schedule/Valuation		
Chart		
\$156.00		
\$156.00		
\$156.00		
15% of Building Permit Fee		
\$312.00		
10% of Building Permit Fee		
\$156.00		
15% of Building Permit Fee		
\$312.00		

10% of Building Permit Fee	
\$156.00	
\$234.00	
\$234.00	
\$81.00	Per Hour (2 hour minimum)
\$1,211.00	
\$312.00	
\$314.00	
50% of original permit fee (1	
year ext)	
\$390.00	
\$312.00	
\$390.00	
\$312.00	
\$312.00	

Fee (FY 2028)	Notes/Multipliers
\$0.15 Per Page	
\$1.00 Per Page	
\$0.15 Per Page	
\$0.05 Per Each 4 Electronic Files	
or Attachments	
Actual Cost	
Actual Cost	
\$3.00 Per Page	
\$5.00 Per Page	

(a) Planning Fees:

(a) Planning Fees:		
Fee Description	Fee (FY 2026)	Notes/Multipliers
Administrative Fee for Natural Resources Permit Intake	\$13.00	
Administrative Interpretation	\$645.00	
Administrative Modification	\$600.00	
After-The-Fact Planning Fees	2X the Original Permit Fees	
Appeal of Administrative Decision or Denial	\$1,252.00	
Binding Site Plan (Preliminary)	\$1,238.00	Plus \$85/Lot
Binding Site Plan (Alteration/Amendment)	\$1,122.00	Plus \$85/Lot
Binding Site Plan (Final Mylar Review)	\$412.00	
Boundary Line Adjustment	\$743.00	Plus \$85/Lot
Cannabis Tier 1 Producer (and Associated Processing)	\$1,550.00	
Cannabis Tier 2 Producer (and Associated Processing)	\$3,100.00	
Cannabis Tier 3 Producer (and Associated Processing)	\$5,160.00	
Cannabis State Licensed Processor	\$2,065.00	
Certificate of Exemption	\$707.00	Plus \$85/Lot
Change of Application or Design (Requiring 2nd Referral to	Ć7F 00	Dor How.
Commenting Agencies)	\$75.00	Per Hour
Comprehensive Plan Amenment (GMA/Map)	\$2,475.00	
Conditional Use Permit	\$2,295.00	
Conditional Use Permit (Amendments/Changes or Conditions)	\$1,498.00	
-		
Department Wide Hourly Charge	\$75.00	
Exploratory Mining: Permit	\$1,120.00	
Exploratory Mining: Revision to Permit	\$375.00	
Exploratory Mining: Bond/Financial Security Approval	\$150.00	
Extension of Time (Plat; Short Plat; Binding Site Plan)	50% of Original Fee	
Forest Practice: Conversion Option Harvest Plan	\$580.00	
Forest Practice: Exemptions - Class I, Class II, Class III, Class IV	\$60.00	
(Special or General)	Ţ00.00	
Forest Practice: Lifting of Moratorium	\$580.00	
Forest Practice: Rescinding Moratorium	\$230.00	
Forest Practice: Waiving Moratorium for Construction of a Single	\$235.00	
Family Residence	Ç233.00	
Floodplain Development Permit	\$443.00	Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge.
Habitat Management Mitigation Plan (HMMP)	\$293.00	
Master Planned Resort	\$2,667.00	
Master Planned Resort: Amendment	\$2,667.00	
Planned Development Overlay (Subdivision Fees Still Apply)	\$1,165.00	
Planned Development: Vacation	\$700.00	
Plat (Major Subdivision): Preliminary	\$2,533.00	Plus \$85/Lot
Plat (Major Subdivision): Change of Application or Design (Requiring		
2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$75.00	Per Hour
	\$75.00	
Plat (Major Subdivision): Alteration	· 	
Plat (Major Subdivision): Alteration	\$2,116.00	Plus \$85/Lot
Plat (Major Subdivision): Alteration Plat (Major Subdivision): Amendment Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review	· 	
Plat (Major Subdivision): Amendment	\$2,116.00 \$826.00	Plus \$85/Lot Plus \$85/Lot
Plat (Major Subdivision): Amendment Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review Pre-Application Meeting (Land Use and Commercial Building)	\$2,116.00 \$826.00 \$412.00 \$75.00	Plus \$85/Lot Plus \$85/Lot Plus \$85/Lot
Plat (Major Subdivision): Amendment Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review Pre-Application Meeting (Land Use and Commercial Building) Public Benefit Rating System (PBRS)	\$2,116.00 \$826.00 \$412.00 \$75.00 \$1,372.00	Plus \$85/Lot Plus \$85/Lot Plus \$85/Lot
Plat (Major Subdivision): Amendment Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review Pre-Application Meeting (Land Use and Commercial Building)	\$2,116.00 \$826.00 \$412.00 \$75.00	Plus \$85/Lot Plus \$85/Lot Plus \$85/Lot

SEPA Environmental Review Fee	\$243.00	
~Adoption of Addendum to Existing Environmental Documents	\$243.00	
~Determination of Significance and EIS	\$1,165.00	Base deposit plus actual cost
Shoreline Conditional Use Permit*	\$1,992.00	
Shoreline Environment Change*	\$1,962.00	
Shoreline Exemption	\$727.00	
Shoreline Master Program Text Amendment	\$2,322.00	
Shoreline Request for an Amendment to an Approved Permit*	\$740.00	
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	
Shoreline Substantial Development Permit*	\$988.00	
Shoreline Variance*	\$1,790.00	
*(additional permit(s) processed concurrently)	\$395.00	
Short Plat: Preliminary	\$1,238.00	Plus \$85/Lot
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$75.00	Per Hour
Short Plat: Alteration/Amendment	\$1,122.00	Plus \$85/Lot
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$485.00	Plus \$85/Lot
Short-Term Rental: Tier 1 Annual or Renewal	\$600.00	
Short-Term Rental: Tier 2 Annual or Renewal*	\$600.00	
Short Term Rental: Tier 3 Annual and Renewal*	\$900.00	
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	
Stream Typing	\$327.00	Natural Resources Fee
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$1,682.00	
Third Party Reviews and Charges	Cost plus 10%	
Variance	\$1,733.00	
Wetland Variance	\$1,810.00	
Zone Change Amendment	\$1,618.00	

(b) Building Fees:

Fee Description	Fee (FY 2026)	Notes/Multipliers
Additional Plan Review Hours	\$75.00	Per Hour
Additional Inspections (after the first)	\$75.00	Per Hour (2 hour minimum)
After-The-Fact Building Permit Fees	2X the Building Permit Fee	
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	
Building Permit Fees:		
N Commonsial Structures	Per Fee Schedule/Valuation	
~ Commercial Structures	Chart	
or Desired autical Characteristics	Per Fee Schedule/Valuation	
~ Residential Structures	Chart	
~ Commercial Pole Sign	\$123.00	
~ Commercial Wall Mounted Sign	\$87.00	
~ Commercial - Additional Signs	\$87.00	
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$233.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$117.00	
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	

* Commercial (Stand-alone)	\$233.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$117.00	
~ Swimming Pool Permit	\$148.00	
~ Spa Permit	\$148.00	
Building Site Visit (Not Associated with a Building Permit	\$75.00	Per Hour (2 hour minimum)
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,120.00	
Manufactured Home (Strip Footings)	\$250.00	
Manufactured Home (Crawl Space)	\$280.00	
Time Extension of Active Duilding Dormit	50% of original permit fee (1	
Time Extension of Active Building Permit	year ext)	
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$308.00	
~ Single Family Dwelling/Duplex	\$193.00	
~ Multifamily Dwelling	\$285.00	
~ Manufactured Home	\$177.00	
~ Other Buildings	\$177.00	

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2026)	Notes/Multipliers
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	
Scanned Records	\$0.15 Per Page	
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	
Other Means of Electronic Delivery	or Attachments	
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	

(a) Planning Fees:

(a) Planning Fees:		
Fee Description	Fee (FY 2027)	Notes/Multipliers
Administrative Fee for Natural Resources Permit Intake	\$26.00	
Administrative Interpretation	\$671.00	
Administrative Modification	\$624.00	
After-The-Fact Planning Fees	2X the Original Permit Fees	
Appeal of Administrative Decision or Denial	\$2,002.00	
Binding Site Plan (Preliminary)	\$1,905.00	Plus \$85/Lot
Binding Site Plan (Alteration/Amendment)	\$1,844.00	Plus \$85/Lot
Binding Site Plan (Final Mylar Review)	\$487.00	
Boundary Line Adjustment	\$1,141.00	Plus \$85/Lot
Cannabis Tier 1 Producer (and Associated Processing)	\$1,612.00	
Cannabis Tier 2 Producer (and Associated Processing)	\$3,224.00	
Cannabis Tier 3 Producer (and Associated Processing)	\$5,366.00	
Cannabis State Licensed Processor	\$2,148.00	
Certificate of Exemption	\$1,121.00	Plus \$85/Lot
Change of Application or Design (Requiring 2nd Referral to		
Commenting Agencies)	\$78.00	Per Hour
Comprehensive Plan Amenment (GMA/Map)	\$3,328.00	
Conditional Use Permit	\$3,193.00	
Conditional Use Permit (Amendments/Changes or Conditions)	\$2,389.00	
Department Wide Hourly Charge	\$78.00	
Exploratory Mining: Permit	\$1,165.00	
Exploratory Mining: Revision to Permit	\$390.00	
Exploratory Mining: Bond/Financial Security Approval	\$156.00	
Extension of Time (Plat; Short Plat; Binding Site Plan)	50% of Original Fee	
Forest Practice: Conversion Option Harvest Plan	\$603.00	
Forest Practice: Exemptions - Class I, Class III, Class IV	\$003.00	
(Special or General)	\$62.00	
	¢603.00	1
Forest Practice: Lifting of Moratorium Forest Practice: Rescinding Moratorium	\$603.00 \$239.00	+
	\$239.00	
Forest Practice: Waiving Moratorium for Construction of a Single	\$244.00	
Family Residence		
		Review time in excess of 3
Floodplain Development Permit	\$765.00	hours is subject to the current
1 loodplain Development i erinit	\$703.00	consultant hourly rate with a
		minimum 1 hour charge.
Habitat Management Mitigation Plan (HMMP)	\$309.00	+
Master Planned Resort	\$3,987.00	
	·	
Master Planned Resort: Amendment	\$3,987.00	
Planned Development Overlay (Subdivision Fees Still Apply)	\$1,212.00	
Planned Development: Vacation	\$728.00	-1 +0-1/1 ·
Plat (Major Subdivision): Preliminary	\$3,709.00	Plus \$85/Lot
Plat (Major Subdivision): Change of Application or Design (Requiring	4	
2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$78.00	Per Hour
Plat (Major Subdivision): Alteration	\$3,492.00	Plus \$85/Lot
Plat (Major Subdivision): Amendment	\$990.00	Plus \$85/Lot
Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review	\$487.00	Plus \$85/Lot
Pre-Application Meeting (Land Use and Commercial Building)	\$78.00	Per Hour (2 hour Minimum)
Public Benefit Rating System (PBRS)	\$1,896.00	
Reasonable Use Exception	\$1,749.00	
Request for Reconsideration of Hearing Examiner Decision	\$785.00	
Riparian Variance	\$2,657.00	+
•		
SEPA Environmental Review Fee	\$283.00	

~Adoption of Addendum to Existing Environmental Documents	\$283.00	
~Determination of Significance and EIS	\$1,212.00	Base deposit plus actual cost
Shoreline Conditional Use Permit*	\$3,035.00	
Shoreline Environment Change*	\$3,061.00	
Shoreline Exemption	\$1,210.00	
Shoreline Master Program Text Amendment	\$3,248.00	
Shoreline Request for an Amendment to an Approved Permit*	\$770.00	
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	
Shoreline Substantial Development Permit*	\$1,385.00	
Shoreline Variance*	\$2,616.00	
*(additional permit(s) processed concurrently)	\$411.00	
Short Plat: Preliminary	\$1,905.00	Plus \$85/Lot
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$78.00	Per Hour
Short Plat: Alteration/Amendment	\$1,844.00	Plus \$85/Lot
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$525.00	Plus \$85/Lot
Short-Term Rental: Tier 1 Annual or Renewal	\$728.00	
Short-Term Rental: Tier 2 Annual or Renewal*	\$728.00	
Short Term Rental: Tier 3 Annual and Renewal*	\$1,092.00	
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	
Stream Typing	\$378.00	Natural Resources Fee
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$2,915.00	
Third Party Reviews and Charges	Cost plus 10%	
Variance	\$2,575.00	
Wetland Variance	\$2,657.00	
Zone Change Amendment	\$2,153.00	

(b) Building Fees:

Fee Description	Fee (FY 2027)	Notes/Multipliers
Additional Plan Review Hours	\$78.00	Per Hour
Additional Inspections (after the first)	\$78.00	Per Hour (2 hour Minimum)
After-The-Fact Building Permit Fees	2X the Building Permit Fee	
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	
Building Permit Fees:		
or Communical Characterists	Per Fee Schedule/Valuation	
~ Commercial Structures	Chart	
as Postalo attal Charata as a	Per Fee Schedule/Valuation	
~ Residential Structures	Chart	
~ Commercial Pole Sign	\$142.00	
~ Commercial Wall Mounted Sign	\$123.00	
~ Commercial - Additional Signs	\$123.00	
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$277.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$139.00	
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$277.00	

* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$139.00	
~ Swimming Pool Permit	\$194.00	
~ Spa Permit	\$194.00	
Building Site Visit (Not Associated with a Building Permit	\$78.00	Per Hour (2 hour Minimum)
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,165.00	
Manufactured Home (Strip Footings)	\$286.00	
Manufactured Home (Crawl Space)	\$302.00	
Time Extension of Active Building Permit	50% of original permit fee (1	
Time Extension of Active Building Permit	year ext)	
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$355.00	
~ Single Family Dwelling/Duplex	\$257.00	
~ Multifamily Dwelling	\$343.00	
~ Manufactured Home	\$248.00	
~ Other Buildings	\$248.00	

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2027)	Notes/Multipliers
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	
Scanned Records	\$0.15 Per Page	
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	
Other Means of Electronic Delivery	or Attachments	
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	

(a) Planning Fees:

(a) Planning rees:		
Fee Description	Fee (FY 2028)	Notes/Multipliers
Administrative Fee for Natural Resources Permit Intake	\$39.00	
Administrative Interpretation	\$698.00	
Administrative Modification	\$649.00	
After-The-Fact Planning Fees	2X the Original Permit Fees	
Appeal of Administrative Decision or Denial	\$2,701.00	
Binding Site Plan (Preliminary)	\$2,522.00	Plus \$85/Lot
Binding Site Plan (Alteration/Amendment)	\$2,522.00	Plus \$85/Lot
Binding Site Plan (Final Mylar Review)	\$546.00	
Boundary Line Adjustment	\$1,508.00	Plus \$85/Lot
Cannabis Tier 1 Producer (and Associated Processing)	\$1,676.00	
Cannabis Tier 2 Producer (and Associated Processing)	\$3,353.00	
Cannabis Tier 3 Producer (and Associated Processing)	\$5,581.00	
Cannabis State Licensed Processor	\$2,234.00	
Certificate of Exemption	\$1,508.00	Plus \$85/Lot
Change of Application or Design (Requiring 2nd Referral to	\$81.00	Per Hour
Commenting Agencies)	\$81.00	rei floui
Comprehensive Plan Amenment (GMA/Map)	\$4,082.00	
Conditional Use Permit	\$3,999.00	
Conditional Use Permit (Amendments/Changes or Conditions)	\$3,219.00	
Department Wide Hourly Charge	\$81.00	
Exploratory Mining: Permit	\$1,211.00	
Exploratory Mining: Revision to Permit	\$406.00	
Exploratory Mining: Bond/Financial Security Approval	\$162.00	
Extension of Time (Plat; Short Plat; Binding Site Plan)	50% of Original Fee	
Forest Practice: Conversion Option Harvest Plan	\$627.00	
Forest Practice: Exemptions - Class I, Class II, Class IV		
(Special or General)	\$65.00	
Forest Practice: Lifting of Moratorium	\$627.00	
Forest Practice: Rescinding Moratorium	\$249.00	
Forest Practice: Waiving Moratorium for Construction of a Single		
Family Residence	\$254.00	
Floodplain Development Permit	\$1,069.00	Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge.
Habitat Management Mitigation Plan (HMMP)	\$321.00	
Master Planned Resort	\$5,200.00	
Master Planned Resort: Amendment	\$5,200.00	
Planned Development Overlay (Subdivision Fees Still Apply)	\$1,260.00	
Planned Development: Vacation	\$757.00	
Plat (Major Subdivision): Preliminary	\$4,783.00	Plus \$85/Lot
Plat (Major Subdivision): Change of Application or Design (Requiring	\$81.00	Per Hour
2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	301.00	rei noul
Plat (Major Subdivision): Alteration	\$4,783.00	Plus \$85/Lot
Plat (Major Subdivision): Amendment	\$1,121.00	Plus \$85/Lot
Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review	\$546.00	Plus \$85/Lot
Pre-Application Meeting (Land Use and Commercial Building)	\$81.00	Per Hour (2 hour minimum)
Public Benefit Rating System (PBRS)	\$2,366.00	
- · · · /		
Reasonable Use Exception	\$2,288.00	
Reasonable Use Exception Request for Reconsideration of Hearing Examiner Decision	\$2,288.00 \$933.00	

SEPA Environmental Review Fee	\$312.00	
~Adoption of Addendum to Existing Environmental Documents	\$312.00	
~Determination of Significance and EIS	\$1,260.00	Base deposit plus actual cost
Shoreline Conditional Use Permit*	\$3,999.00	
Shoreline Environment Change*	\$4,082.00	
Shoreline Exemption	\$1,664.00	
Shoreline Master Program Text Amendment	\$4,082.00	
Shoreline Request for an Amendment to an Approved Permit*	\$800.00	
Shoreline Request for a Time Extension to an Approved Permit	50% of original permit fee (1 year ext)	
Shoreline Substantial Development Permit*	\$1,742.00	
Shoreline Variance*	\$3,370.00	
*(additional permit(s) processed concurrently)	\$427.00	
Short Plat: Preliminary	\$2,522.00	Plus \$85/Lot
Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)	\$81.00	Per Hour
Short Plat: Alteration/Amendment	\$2,522.00	Plus \$85/Lot
Short Plat: 1st & 2nd Blue Line and Final Mylar Review	\$546.00	Plus \$85/Lot
Short-Term Rental: Tier 1 Annual or Renewal	\$832.00	
Short-Term Rental: Tier 2 Annual or Renewal*	\$832.00	
Short Term Rental: Tier 3 Annual and Renewal*	\$1,248.00	
*If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.	(see CUP Fees)	
Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))	Assessed Double Applicable Fees	
Stream Typing	\$416.00	Natural Resources Fee
Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)	\$4,082.00	
Third Party Reviews and Charges	Cost plus 10%	
Variance	\$3,348.00	
Wetland Variance	\$3,432.00	
Zone Change Amendment	\$2,624.00	

(b) Building Fees:

Fee Description	Fee (FY 2028)	Notes/Multipliers
Additional Plan Review Hours	\$81.00	Per Hour
Additional Inspections (after the first)	\$81.00	Per Hour (2 hour minimum)
After-The-Fact Building Permit Fees	2X the Building Permit Fee	
After-The-Fact Zoning Review Fees	2X the Zoning Review Fee	
Building Permit Fees:		
Commonated Structures	Per Fee Schedule/Valuation	
~ Commercial Structures	Chart	
C Decidential Charactures	Per Fee Schedule/Valuation	
~ Residential Structures	Chart	
~ Commercial Pole Sign	\$156.00	
~ Commercial Wall Mounted Sign	\$156.00	
~ Commercial - Additional Signs	\$156.00	
~ Mechanical Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	
* Commercial (Stand-alone)	\$312.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$156.00	
~ Plumbing Permit		
* Commercial (Associated with a Building Permit)	15% of Building Permit Fee	

* Commercial (Stand-alone)	\$312.00	
* Residential (Associated with a Building Permit)	10% of Building Permit Fee	
* Residential (Stand-alone)	\$156.00	
~ Swimming Pool Permit	\$234.00	
~ Spa Permit	\$234.00	
Building Site Visit (Not Associated with a Building Permit	\$81.00	Per Hour (2 hour minimum)
Expedited Permit Review (see CCC, Section 3.24.020(5))	\$1,211.00	
Manufactured Home (Strip Footings)	\$312.00	
Manufactured Home (Crawl Space)	\$314.00	
	50% of original permit fee (1	
Time Extension of Active Building Permit	year ext)	
Zoning Review Fee For Building Permits		
~ Commercial/Industrial	\$390.00	
~ Single Family Dwelling/Duplex	\$312.00	
~ Multifamily Dwelling	\$390.00	
~ Manufactured Home	\$312.00	
~ Other Buildings	\$312.00	

(c) Miscellaneous Fees:

Documents/Copies/Digitization/Archiving*	Fee (FY 2028)	Notes/Multipliers
8.5" x 14" or less photocopies (including copies of electronic records when requested)	\$0.15 Per Page	
Copies greater than 8.5" x 14" and/or Color Maps	\$1.00 Per Page	
Scanned Records	\$0.15 Per Page	
Records Uploaded to Email, Cloud-Based Data Storage Service, or	\$0.05 Per Each 4 Electronic Files	
Other Means of Electronic Delivery	or Attachments	
Digital Storage Media or Devices: Flash/Thumb Drive	Actual Cost	
Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies)	Actual Cost	
Color Comp. Plan Maps (11" x 17")	\$3.00 Per Page	
Maps or Copies (Greater than 11" x 17")	\$5.00 Per Page	

RESOL	LUTION NO.	2025-

Re: Adoption of amendments to the City of Leavenworth Development Regulations for its Urban Growth Area (ZTA 24-430), more specifically, adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

WHEREAS, Chelan County and the City of Leavenworth have signed a Memorandum of Understanding dated July 8, 1997, which states that the County shall adopt the land use regulations, development regulations, and land use designations of the City of Leavenworth for its Urban Growth Area; and,

WHEREAS, pursuant to the 1997 Memorandum of Understanding, Chelan County will implement each city's water, sanitary and storm sewer requirements for any land use development within the Urban Growth Area; and

WHEREAS, Ordinance No. 1720-25 clarifies that for properties allowing ADUs within the Urban Growth Area, they may rely on individual septic approvals in lieu of the required connection to the public sewer system; and

WHEREAS, Chelan County and the City of Leavenworth have adopted Comprehensive Plans per the requirements of RCW 36.70A.040(4)(d), the Growth Management Act; and,

WHEREAS, RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the County-Wide Planning Policies; and,

WHEREAS, the Growth Management Act requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city's comprehensive plan must be coordinated and consistent with "other counties or cities with which the county or city has, in part, common border or related regional issues"; and,

WHEREAS, Chelan County Community Development, deferred to the City of Leavenworth as the Lead Agency for SEPA Environmental Review. The adoption of this Ordinance 1710-25 was exempt from SEPA under WAC 197-11-800(19) – Procedural Action. The requirements of RCW 43.21 C, the State Environmental Policy Act and WAC 197-11 have been satisfied; and,

WHEREAS, the City of Leavenworth sent notices to the Department of Commerce for 60-day review prior to Leavenworth City Council adoption, consistent with RCW 36.70A.106; and,

WHEREAS, reviewing agencies and the general public were given an opportunity to comment on the proposed amendments through the City of Leavenworth public hearings and adoption of Ordinance 1710-25; and,

WHEREAS, Chelan County Code, Title 14, provides review criteria for the consideration for adopting amendments to comprehensive plans, maps and development regulations. Chelan County followed the procedures required for amendments; and,

WHEREAS, The Chelan County Planning Commission held a duly advertised workshop on May 28, 2025 to review and discuss the amendment submitted by the City of Leavenworth; and,

WHEREAS, the Chelan County Planning Commission held a duly advertised public hearing on June 25, 2025, forwarding a recommendation to adopt the proposed amendments. Public testimony was taken and included in the file of record; and

WHEREAS, the Board of County Commissioners conducted a duly advertised public hearing on July 1, 2025, to examine the record and recommendation of the Chelan County Planning Commission, and invite public testimony; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Chelan County

Commissioners hereby adopts City of Leavenworth Ordinance 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after July 1, 2025.

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on the following date,

Dated this 1st day of July, 2025

BOARD OF CHELAN COUNTY COMMISSIONERS

	SHON SMITH, Chairman
ATTEST: Anabel Torres	KEVIN OVERBAY, Commissioner
Clerk of the Board	BRAD HAWKINS, Commissioner

Approved as to Form

Deputy Prosecuting Attorney

CHELAN COUNTY COMMISSIONERS AGENDA

11:30 A.M. Chelan County Auditor Skip Moore

Discussion

1. Departmental Update

Action

1. Approve Agreement with Kelley Create for Printer Lease

P: 206.284.9100 F: 206.285.4023

Sales Agreement

Order Number DN-64006

SOLD TO				SHIP TO			
COMPANY				COMPANY			
Chelan County A	uditor		***************************************	Chelan County /	Auditor		
ADDRESS				ADDRESS			
350 Orondo Ave	#306			350 Orondo Ave	e #306		
CITY		STATE	ZIP	CITY		STATE	ZIP
Wenatchee		WA	98801	Wenatchee		WA	98801
CONTACT		PHONE		CONTACT		PHONE	
Nina Tapscott		(509) 667-680	0	Nina Tapscott		(509) 667-6800	
EMAIL				EMAIL			
nina.tapscott@co	o.chelan.wa.us			nina.tapscott@c	o.chelan.wa.us		
APPROXIMATE TO			FINAI	NCE OPTIONS			
	V	LEASE				CASH	
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1	V0D66A	Startup Paper					
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		The state of the state of					
CLIDDLIEC AND	MAINTENANCE					CUADOES	
						CHARGES	
☐ INCLUDED II			ANCE AGREEMEN		SUBTOTAL		
Pleas	se refer to your LEASE	or MAINTENANCE A	GREEMENT for volum	ne and rates.	DELIVERY		
SPECIAL INSTR	UCTIONS OR CO	NDITIONS OF S	ALE:	THE RESERVE AND	NETWORK INS	STALL	
						culated on Invoice	
						culated on invoice	
					TOTAL		
					LESS DEPOSIT		
					BALANCE DUI		
Greg Bruggman				6/10/2025			
Sales Represent				Order Date			
incorporated herein		eement, the Custom			reement constitute an in and conditions stated he		
	KELLEY CREA	ATE APPROVAL		8	ACCEPTED BY	CUSTOMER	
AUTHORIZED SIGNA	ATURE REQUIRED			AUTHORIZED SIGN	ATURE REQUIRED		
PRINTED NAME				PRINTED NAME			



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in accordance with the laws of the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

KELLEY CREATE warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by Kelley Create salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY CREATE MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous Kelley Create maintenance agreement and is out of service for more than two (2) consecutive business days after notifying Kelley Create requires off-site service, a loaner copier or facsimile will be provided by Kelley Create at no additional charge.

Equipment Training Guarantee - Kelley Create will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - Kelley Create will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - Kelley Create guarantees that the cost of your maintenance agreement will not increase more than 18% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.

AGREEMENT



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	NAME: Chelan, County						
	50 Orondo Ave #3	Wenatchee	WA	98801			
THE RESERVE OF THE PERSON NAMED IN	AME: Skip Moore ENT AND PAYMEN		HONE #: (50 9	9) 667-8800	FEDEF	RAL TAX ID #: 91-600	1297
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	N FEE: \$125.00 (PLUS TAX)						
	LOCATION: Same as abo	ve.				SEE AT	TACHED SCHEDULE
	LEASE OPTIONS			Market With	MARK TO THE	Arthron A	
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FMV: 1) Purchase	all but not less than all the Equipment	for the Fair Market Value per p	paragraph 1, 2) Re	new the Agreement per paragrap	1, or 3) Return the Equip	oment per paragraph 3.	Customer's Initials
Company of the Parket of the Parket) Purchase the Equipment for \$1.00, o					(X)	Customer's Initials
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ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement (if FMV option is chosen) will renew month to month unless you send us written notice at least 30 days (before the end of any term) that you want to purchase or return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
- 2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filling fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. Unless a \$1 Purchase Option is applicable, we own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. If a \$1 Purchase Option is applicable, you acknowledge that this Agreement shall be deemed to be a conditional sales contract, and that any ownership we have in the Equipment will be transferred to you "As is" and "Where Is" upon receipt of final payment, and that you are responsible for reporting the Equipment as required to appropriate taxing authorities and for remitting any personal property tax related to the Equipment to such authorities. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid unde
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
- disk drives or any other form of memory.

 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, we will not name you as an insurance fee which may result in a profit to us through an investment in reinsurance, or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise a
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any incurred before or at trial, on appeal or in any other pro
- 7. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice messages calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
- 8. WARRANTY DISCLAIMÉRS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
- 9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
- 10. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30th of the Monthly Payment for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.
- 11. MISCELLANEOUS: You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.

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