

PROPOSED AGENDA
CHELAN COUNTY COMMISSIONERS
MEETING OF MARCH 12, 2024

MONDAY, MARCH 11, 2024- No Session

TUESDAY, MARCH 12, 2024

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) Skyler Silsby	Regional Justice Center – New Hire
b) Lupita Tejeda	Regional Justice Center – Step Increase
c) Lisa Baker	Regional Justice Center – Step Increase
d) Logan Crane	Regional Justice Center – Step Increase
e) Mark Dodge	Regional Justice Center – Step Increase
f) William Edge	Regional Justice Center – Step Increase
g) Issac Escalera Mendez	Regional Justice Center – Step Increase
h) Jose Morelos	Regional Justice Center – Step Increase
i) Christopher Nores	Regional Justice Center – Step Increase
j) Isaiah Orellana-Abbott	Regional Justice Center – Step Increase
k) Tyler Pilgeram	Regional Justice Center – Step Increase
l) Jesus Ramirez	Regional Justice Center – Step Increase
m) Marco Urrutia	Regional Justice Center – Step Increase
n) Fernando Ponce	Regional Justice Center – Longevity Increase
o) Gregory Bull	Regional Justice Center – Step Increase
p) Adrian Pena	Regional Justice Center – Step Increase
q) Edgar Banuelos	Regional Justice Center – Step Increase
r) Mark McLean	Information Technology –Step Increase
s) Cynthia G. Reyes	Clerk – New Hire
t) Katherine K. Hershey	Juvenile – Retirement
u) Lacy Robinson	Natural Resources – New Hire
v) Isabelle Marie Shastko	Parks – New Hire, Extra Help

w) Linda Peterson

Parks – New Hire, Extra Help

x) Nicole Thompson

Commissioners – Step Increase

9:10 A.M. Board Discussion

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

BID AWARD: Dryden Transfer Station Push Pit Floor Repair

Discussion

1. Contract with Wheeler Excavation, LLC for Wenatchee Heights Phase II Road Improvement Project, County Road Project 746 (CRP 746)
2. Call for Bids – Bridge Deck and Joint Rehabilitation Bundle, County Road Project 747 (CRP 747)
3. County Road Administration Board Annual Certification
4. Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement
5. Leavenworth Brush Yard
6. Event Permit – Gran Fondo Leavenworth
7. Open Item

Action

1. Approve Contract with Wheeler Excavation, LLC for Wenatchee Heights Phase II Road Improvement Project, County Road Project 746 (CRP 746)
2. Approve Call for Bids – Bridge Deck and Joint Rehabilitation Bundle, County Road Project 747 (CRP 747)
3. Approve County Road Administration Board Annual Certification
4. Approve Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement

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

10:15 A.M. Community Development Director Deanna Walter

Discussion

1. STR Housing Stock Numbers (Kirsten Ryles Asst. Director)
2. Third Amendment to Pertee Contract Flood Plain Management Services.

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Action

1. Third Amendment to Pertee Contract Flood Plain Management Services.

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

Discussion

1. Executive session: Real Estate
2. Notice of award and execute agreement with Wenatchee Quality Welding for Leavenworth National Fish Hatchery Structure 5 picket fabrication
3. Amendment to agreement with WA Recreation and Conservation Office for Peshastin Creek rivermile (RM) 3.2 design project
4. Work Order #3 with Cascade Orchard Irrigation Company
5. Change Order with Ramos Reforestation for Nason Creek Kahler Reach habitat enhancement planting project
6. Amendment 1 to agreement with Natural Systems Design for Icicle Strategy geomorphology technical support
7. Agreement with WA Recreation and Conservation Office Fish Barrier Removal Board for Eagle Creek (Clark) fish barrier design and replacement
8. Amended and restated water right purchase and sale agreement with Miller Orchard, LLC
9. Other

Action

1. Notice of award and execute agreement with Wenatchee Quality Welding for Leavenworth National Fish Hatchery Structure 5 picket fabrication
2. Amendment to agreement with WA Recreation and Conservation Office for Peshastin Creek rivermile (RM) 3.2 design project
3. Work Order #3 with Cascade Orchard Irrigation Company
4. Change Order with Ramos Reforestation for Nason Creek Kahler Reach habitat enhancement planting project
5. Amendment 1 to agreement with Natural Systems Design for Icicle Strategy geomorphology technical support
6. Agreement with WA Recreation and Conservation Office Fish Barrier Removal Board for Eagle Creek (Clark) fish barrier design and replacement

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7. Amended and restated water right purchase and sale agreement with Miller Orchard, LLC

11:30 A.M. Economic Services Director Ron Cridlebaugh

Discussion

1. Departmental Update

1:00 P.M. Jail Director Chris Sharp

Discussion

1. Departmental Update

1:30 P.M. County Administrator Cathy Mulhall

Discussion

1. HR Update
2. Administrative Update

Action

1. Contract for the Provision of Legal Services with John Beuhler Law Firm
2. Contract for the Provision of Legal Services with Reid Legal Office PLLC
3. Contract for the Provision of Legal Services with Kottkamp, Yedinak and Esworthy
4. Memorandum for 60-day Extension of Reclassification Moratorium

THURSDAY, MARCH 14, 2024

10:00 A.M. Icicle Domestic Water Supply Subgroup Meeting, Commissioner Smith

12:30 P.M. Icicle Work Group Steering Committee Meeting, Commissioner Smith

3:00 P.M. PRSA BI-Monthly Board Meeting, Commissioner Smith

7:00 P.M. Chelan County Fair Board, Commissioner Smith

FRIDAY, MARCH 15, 2024

9:30 A.M. Canvassing Board Meeting, Commissioner Smith

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March 11, 2024
9:00 A.M.
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Skyler Silsby, Regional Justice Center – New Hire
 - b) Lupita Tejeda, Regional Justice Center – Step Increase
 - c) Lisa Baker, Regional Justice Center – Step Increase
 - d) Logan Crane, Regional Justice Center – Step Increase
 - e) Mark Dodge, Regional Justice Center – Step Increase
 - f) William Edge, Regional Justice Center – Step Increase
 - g) Issac Escalera Mendez – Regional Justice Center – Step Increase
 - h) Jose Morelos, Regional Justice Center – Step Increase
 - i) Christopher Nores, Regional Justice Center – Step Increase
 - j) Isaiah Orellana-Abbott, Regional Justice Center – Step Increase
 - k) Tyler Pilgeram, Regional Justice Center – Step Increase
 - l) Jesus Ramirez, Regional Justice Center – Step Increase
 - m) Marco Urrutia, Regional Justice Center – Step Increase
 - n) Fernando Ponce, Regional Justice Center – Other, Longevity Increase
 - o) Gregory Bull, Regional Justice Center – Step Increase
 - p) Adrian Pena, Regional Justice Center – Step Increase
 - q) Edgar Banuelos, Regional Justice Center – Step Increase
 - r) Mark McLean, Information Technology – Step Increase
 - s) Cynthia G. Reyes, Clerk – New Hire
 - t) Katherine K. Hershey, Juvenile – Retirement
 - u) Lacy Robinson, Natural Resources – New Hire
 - v) Isabelle Marie Shastko, Parks – New Hire, Extra Help
 - w) Linda Peterson, Parks – New Hire, Extra Help
 - x) Nicole Thompson, Commissioners – Step Increase

CHELAN COUNTY COMMISSIONERS
MINUTES OF MARCH 05, 2024

MONDAY, MARCH 04, 2024- No Session

AGRiP Spring Governance & Leadership Conference – Commissioner Overbay

TUESDAY, MARCH 05, 2024

9:01:43 A.M. Opening – Pledge of Allegiance

Chairman Pro Tempore Smith calls the meeting to order. Present for session are Commissioner Gering, County Administrator Cathy Mulhall, and Clerk of the Board Anabel Torres.

9:03:00 A.M. Public Comment Period

9:04:07 A.M. Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:
 - a) Kathleen Hammond, Auditor – Remove from Eden
 - b) Teresa Wickens, Auditor – Remove from Eden
 - c) David Hisey, Regional Justice Center – Other, Longevity Increase
 - d) Tristen Jurgensen, Regional Justice Center – Step Increase
 - e) Lilli Perez, Community Development – New Hire
 - f) Ian Phillips, Public Works – New Hire
4. Amendment to Memorandum of Agreement with Confederated Tribes of the Colville Reservation for Cascade Orchard Irrigation Company Project

9:10:29 A.M. Action

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

1. Notice of Approval to Hear Property Tax Appeals – *add on*

9:10 A.M. Board Discussion

- Manson Community Meeting Re: Proposed Pedoi St. Changes
- Website Search bar for Address Based District Identification
- Public Transportation Legislative Conference
- WASAC

9:20:56 A.M. Executive Session Re: Performance of a Public Official

Upon motion and second by Commissioners Smith and Overbay, the Commission unanimously approves to move into a 5-minute Executive Session Pursuant to RCW 42.30.110(g), performance of a public employee.

Extend Executive Session by 4 minutes– Public Notified

9:29:32 A.M. Moved Back to Regular Session

9:30:05 A.M. Public Works Director Eric Pierson

9:30:11 A.M. Chairman Pro Tempore Smith Officially Closed the Bid Opening to Further Submissions for the following Project

1. Dryden Transfer Station Push Pit Floor Repair

9:30:27 A.M. Bid Opening RE: Dryden Transfer Station Push Pit Floor Repair

A total of one bid was received as follow:

- | | |
|---------------------------------|--------------|
| 1. SCI Industrial Services, LLC | \$237,269.17 |
| 2. Engineer's Estimate | \$194,361.20 |

9:31:55 A.M. Action

Upon motion and second by Commissioners Gering and Smith, the Commission unanimously approves to accept the bid as presented, bid to be awarded next week on Public Works agenda time.

Bid documents were referred to the Public Works Department for comprehensive evaluation of the bids to determine compliance with project requirements.

9:32:10 A.M. PUBLIC HEARING: Road Vacation of an Unnamed County Road Right of Way within the Plat of Cashmere Heights

Chairman Pro Tempore Smith opens the public hearing. Members of the public join in chambers and via Zoom.

9:33:09 A.M. Public Comment Period is closed – *No Public Comment Provided*

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9:34:44 A.M. Action

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

1. Road Vacation of an Unnamed County Road Right of Way within the Plat of Cashmere Heights

9:37:02 A.M. Action

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

1. Bid Award: Supplying Hot Mix Asphalt
2. Bid Award: Supplying Emulsified Asphalt Products – CRS2P

9:37:28 A.M. Continued Departmental Discussion

1. Contract with Central Washington Asphalt to Supply Crushed Aggregate for Seal Coat – Wenatchee District
2. Contract with Central Washington Asphalt to Supply Crushed Aggregate for Seal Coat – Cashmere District
3. Contract with Central Washington Asphalt to Supply Crushed Aggregate for Seal Coat – Leavenworth District
4. Contract with Central Washington Asphalt to Supply Crushed Aggregate for Seal Coat – Entiat District
5. Contract with Central Washington Asphalt to Supply Crushed Aggregate for Seal Coat – Chelan District
6. Intermountain Infrastructure Group, LLC Franchise Agreement
7. Local Agency Agreement for Easy Street and School Street Intersection, County Road Project 738 (CRP 738)
8. Local Agency Federal Aid Project Prospectus for Easy Street and School Street Intersection, County Road Project 738 (CRP 738)
9. Order for Examination of the Petition of the Living Trust of William Edward Cattin and Rita Kay Cattin for the Vacation of a County Road Known as North Shore Drive
10. Resolution Establishing Chiwawa River Bridge Replacement Project as County Road Project 750 (CRP 750)
11. Open Item

9:42:52 A.M. Action

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

1. Approve Contract with Central Washington Asphalt to Supply Crushed Aggregate – Wenatchee
2. Approve Contract with Central Washington Asphalt to Supply Crushed Aggregate – Cashmere
3. Approve Contract with Central Washington Asphalt to Supply Crushed Aggregate – Leavenworth
4. Approve Contract with Central Washington Asphalt to Supply Crushed Aggregate – Entiat
5. Approve Contract with Central Washington Asphalt to Supply Crushed Aggregate - Chelan
6. **Resolution #2024-19 RE:** Approve Intermountain Infrastructure Group, LLC Franchise Agreement
7. Approve Local Agency Agreement for Easy Street and School Street Intersection, County Road Project 738 (CRP 738)
8. Approve Local Agency Federal Aid Project Prospectus for Easy Street and School Street Intersection, County Road Project 738 (CRP 738)
9. Approve Order for Examination of the Petition of the Living Trust of William Edward Cattin and Rita Kay Cattin for the Vacation of a County Road Known as North Shore Drive
10. **Resolution #2024-17 RE:** Approve Resolution Establishing Chiwawa River Bridge Replacement Project as County Road Project 750 (CRP 750)

9:43:00 A.M. Continued Board Discussion

- Chelan County Motorized Recreation Plan
- District #2 Community Meeting – March 6, 2024

9:47:30 A.M. Recess

10:15:31 A.M. Back in Session

10:15: 43 A.M. Community Development Director Deanna Walter

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10:16:13 A.M. PUBLIC HEARING: 2026 Comprehensive Plan Population Allocations

Chairman Pro Tempore Smith opens the public hearing. Members of the public join in chambers and via Zoom.

10:26:31 A.M. Public Comment Period is closed – *No Public Comment Provided*

10:26:46 A.M. Action

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

1. Adoption of 2026 Comprehensive Plan Population Allocations

10:27:28 A.M. Continued Departmental Discussion

1. Departmental Discussion

10:34:47 A.M. Executive Session RE: Pending Litigation

Upon motion and second by Commissioners Gering and Smith, the Commission unanimously approves to move into a 15-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Deputy Prosecutors Marcus Foster matters relating to potential litigation.

10:49:00 A.M. Moved Back to Regular Session

10:49:19 A.M. Action

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

1. CR 2A Agreement

10:49:38 A.M. Continued Departmental Discussion

10:52:37 A.M. Recess

11:02:45 A.M. Back in Session

11:03:00 A.M. Natural Resources Director Mike Kaputa

Discussion

1. Workshop: Lake Chelan Aquatic Invasive Species Boat Inspection Program – *Item Pulled from Agenda*

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2. Contract for services with Parr Excellence for Mission Creek “Rock Pile” fish barrier site design
3. Interagency agreement with WA Department of Commerce for Climate Planning Grant
4. Notice of award to Konnerup Construction, Inc., for Beaver Creek Culvert Replacement Project
5. Other

11:10:30 A.M. Action

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

1. Contract for services with Parr Excellence for Mission Creek “Rock Pile” fish barrier site design
2. Interagency agreement with WA Department of Commerce for Climate Planning Grant
3. Notice of award to Konnerup Construction, Inc., for Beaver Creek Culvert Replacement Project

11:10:52 A.M. Continued Departmental Discussion

11:19:49 A.M. Chelan County Undersheriff Dan Ozment

Discussion

1. Utilizing \$4000 L&J Funds for Temp Range Set While New Range is Being Built
2. Approval for Submitted ATV Bids
3. Departmental Update

11:24:50 A.M. Action

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

1. Approval for Submitted ATV Bids

11:29:22 A.M. Economic Services Director Ron Cridlebaugh

Discussion

1. Garden Terrace Request for Funding –*Pulled from Action Items*
2. Invitation to Entiat Community Forum

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3. Departmental update

11:53:47 A.M. Recess

12:00:45 P.M. Back in Session

12:00:58 P.M. Executive Session RE: Pending Litigation

Upon motion and second by Commissioners Gering and Smith, the Commission unanimously approves to move into a 20-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Prosecuting Attorney Robert Sealby matters relating to potential litigation.

Extend Executive Session by 16 minutes– Public Notified

12:36:51 P.M. Moved Back to Regular Session

12:37:12 P.M. Recess

1:30:27 P.M. Back in Session

1:30:55 P.M. County Administrator Cathy Mulhall

Discussion

1. Administrative Update

1:32:04 P.M. Action

1. **Resolution #2024-18 RE:** Interfund Line of Credit Increase for NRD, Amending Resolution 2024-02

1:32:32 P.M. Continued Departmental Discussion

1:54:44 P.M. Executive Session RE: Union Negotiations

Upon motion and second by Commissioners Gering and Smith, the Commission unanimously approves to move into a 3-minute Executive Session Pursuant to RCW 42.30.140(4), to evaluate strategy and or positions related to collective bargaining negotiations.

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1:58:46 P.M. Moved Back to Regular Session

1:59:28 P.M. Adjourn

Board adjourns until Tuesday, March 12, 2024.

Weekly Voucher Approval for Payment	20240305B4-1
Current Expense	\$
Other Funds	<u>\$</u>
Total All Funds	\$

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN PRO TEMPORE

ANABEL TORRES, Clerk of the Board

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CHELAN COUNTY AUDITOR - WEEKLY VOUCHER APPROVAL BY FUND**Issue Date: 3/15/2024**

010	Current Expense	
015	Auditor	1,235.57
020	Community Development	1,857.66
030	Human Resources	6,578.17
040	Clerk	42.00
045	Commissioners	1,063.63
050	Coroner	695.00
052	Information Technology	1,126.38
055	Facilities Maintenance	10,802.56
075	Extension	215.85
085	Juvenile	11,662.99
105	Non-Departmental	814,846.71
139	Child Support Enforcement	898.88
140	Prosecuting Attorney	3,002.34
145	Sheriff	52,425.56
155	Superior Court	13,805.13
165	Treasurer	5,409.54
	Current Expense	925,667.97
101	Solid Waste	527.80
103	Solid Waste Planning	1,143.31
105	Surface & Storm Water	1,598.00
110	County Roads	1,562.86
115	Auditor's O & M	3,097.68
119	Ohme Gardens	1,247.31
120	Expo Center	1,380.57
124	Farm Worker Housing	195.80
128	Noxious Weeds	109.21
140	Cashmere Dryden Airport	168.85
142	Columbia River Drug Task Force	4,134.40
145	Law Library	552.00
150	Regional Justice Center	33,925.14
165	Treasurer's Operation & Maintenan	705.02
180	Natural Resources Department	37,034.17
185	RJC Prisoner	3,941.01
197	ARPA	3,375.00

510	Equipment Rental & Revolving	65,802.53
525	Industrial Insurance	22,414.09
526	Health Insurance	72,674.85
530	Motor Pool	311,121.94
535	Unemployment Compensation	7,096.73
Total of Other Funds:		573,808.27
Grand Total of All Funds:		1,499,476.24

We, the undersigned, duly elected Board of Chelan County Commissioners, hereby certify that we have examined and approved payment for goods and services for accounts payable on this _____ day of _____ 2024.

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

BUDGET STATUS REPORT

as of 3/7/2024

TOTAL
BUDGET

ACTUAL
EXPENDITURES

REMAINING
BUDGET

Current Expense - 010

Assessor - 010

Total 10s-20s	1,556,006.00	240,681.92	1,315,324.08
Total 30s-90s	229,191.00	13,487.54	215,703.46
TOTAL Assessor	1,785,197.00	254,169.46	1,531,027.54

Auditor - 015

Total 10s-20s	1,276,610.00	179,316.01	1,097,293.99
Total 30s-90s	338,133.00	133,121.11	205,011.89
TOTAL Auditor	1,614,743.00	312,437.12	1,302,305.88

Board Of Equalization - 016

TOTAL Board Of Equalization	0.00	0.00	0.00
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Boundary Review Board - 017

Total 10s-20s	2,721.00	0.00	2,721.00
Total 30s-90s	14,635.00	960.00	13,675.00
TOTAL Boundary Review Board	17,356.00	960.00	16,396.00

Community Development - 020

Total 10s-20s	2,690,777.00	416,677.11	2,274,099.89
Total 30s-90s	574,124.00	23,337.35	550,786.65
TOTAL Community Development	3,264,901.00	440,014.46	2,824,886.54

Fire Prevention & Investigation - 025

Total 10s-20s	296,112.00	32,595.88	263,516.12
Total 30s-90s	61,865.00	3,805.21	58,059.79
TOTAL Fire Prevention & Investigation	357,977.00	36,401.09	321,575.91

Human Resources - 030

Total 10s-20s	153,868.00	24,632.91	129,235.09
Total 30s-90s	109,677.00	18,037.46	91,639.54
TOTAL Human Resources	263,545.00	42,670.37	220,874.63

Clerk - 040

Total 10s-20s	1,668,687.00	269,015.54	1,399,671.46
Total 30s-90s	188,698.00	25,154.76	163,543.24
TOTAL Clerk	1,857,385.00	294,170.30	1,563,214.70

Commissioners - 045

Total 10s-20s	1,057,812.00	170,519.44	887,292.56
Total 30s-90s	159,996.00	16,290.53	143,705.47
TOTAL Commissioners	1,217,808.00	186,809.97	1,030,998.03

Coroner - 050

Total 10s-20s	265,340.00	42,682.80	222,657.20
Total 30s-90s	76,341.00	1,701.57	74,639.43
TOTAL Coroner	341,681.00	44,384.37	297,296.63

Information Technology - 052

Total 10s-20s	1,052,965.00	160,087.17	892,877.83
Total 30s-90s	236,996.00	41,719.30	195,276.70
TOTAL Information Technology	1,289,961.00	201,806.47	1,088,154.53

BUDGET STATUS REPORT

as of 3/7/2024

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
Facilities Maintenance - 055			
Total 10s-20s	1,416,900.00	237,951.43	1,178,948.57
Total 30s-90s	849,249.00	127,092.23	722,156.77
TOTAL Facilities Maintenance	2,266,149.00	365,043.66	1,901,105.34
District Court - 065			
Total 10s-20s	1,784,432.00	254,795.61	1,529,636.39
Total 30s-90s	151,478.00	23,763.11	127,714.89
TOTAL District Court	1,935,910.00	278,558.72	1,657,351.28
District Court Probation - 066			
Total 10s-20s	570,721.00	91,492.00	479,229.00
Total 30s-90s	52,986.00	2,415.70	50,570.30
TOTAL District Court Probation	623,707.00	93,907.70	529,799.30
Extension - 075			
Total 10s-20s	87,111.00	5,086.92	82,024.08
Total 30s-90s	309,443.00	19,361.86	290,081.14
TOTAL Extension	396,554.00	24,448.78	372,105.22
Juvenile - 085			
Total 10s-20s	3,403,267.00	559,938.27	2,843,328.73
Total 30s-90s	543,717.00	61,726.50	481,990.50
TOTAL Juvenile	3,946,984.00	621,664.77	3,325,319.23
Non-Departmental - 105			
Total 10s-20s	576,880.00	82,210.48	494,669.52
Total 30s-90s	12,429,508.00	2,973,706.49	9,455,801.51
TOTAL Non-Departmental	13,006,388.00	3,055,916.97	9,950,471.03
*** Title Not Found *** - 135			
TOTAL *** Title Not Found ***	0.00	0.00	0.00
Child Support Enforcement - 139			
Total 10s-20s	277,430.00	31,117.35	246,312.65
Total 30s-90s	65,792.00	3,106.53	62,685.47
TOTAL Child Support Enforcement	343,222.00	34,223.88	308,998.12
Prosecuting Attorney - 140			
Total 10s-20s	3,131,534.00	497,434.31	2,634,099.69
Total 30s-90s	244,421.00	24,557.90	219,863.10
TOTAL Prosecuting Attorney	3,375,955.00	521,992.21	2,853,962.79
Sheriff - 145			
Total 10s-20s	11,779,445.00	2,028,706.46	9,750,738.54
Total 30s-90s	4,371,375.00	222,571.82	4,148,803.18
TOTAL Sheriff	16,150,820.00	2,251,278.28	13,899,541.72
Superior Court - 155			
Total 10s-20s	1,422,784.00	218,003.09	1,204,780.91
Total 30s-90s	296,755.00	45,171.78	251,583.22
TOTAL Superior Court	1,719,539.00	263,174.87	1,456,364.13
Treasurer - 165			
Total 10s-20s	714,404.00	104,286.38	610,117.62
Total 30s-90s	95,509.00	20,148.80	75,360.20
TOTAL Treasurer	809,913.00	124,435.18	685,477.82

BUDGET STATUS REPORT

as of 3/7/2024

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
TOTAL Current Expense	56,585,695.00	9,448,468.63	47,137,226.37
Traffic Safety - 014			
Total 30s-90s	150,515.00	17,221.41	133,293.59
TOTAL Traffic Safety	150,515.00	17,221.41	133,293.59
Solid Waste - 101			
Total 10s-20s	568,862.00	120,457.55	448,404.45
Total 30s-90s	3,570,652.00	234,428.80	3,336,223.20
TOTAL Solid Waste	4,139,514.00	354,886.35	3,784,627.65
Solid Waste Planning - 103			
Total 10s-20s	221,965.00	67,500.79	154,464.21
Total 30s-90s	150,647.00	6,500.83	144,146.17
TOTAL Solid Waste Planning	372,612.00	74,001.62	298,610.38
Surface & Storm Water - 105			
Total 10s-20s	125,331.00	11,215.67	114,115.33
Total 30s-90s	792,666.00	10,844.35	781,821.65
TOTAL Surface & Storm Water	917,997.00	22,060.02	895,936.98
Flood Control - 107			
Total 10s-20s	91,650.00	2,651.16	88,998.84
Total 30s-90s	1,285,327.00	10,570.31	1,274,756.69
TOTAL Flood Control	1,376,977.00	13,221.47	1,363,755.53
County Roads - 110			
Total 10s-20s	7,489,817.00	1,149,542.72	6,340,274.28
Total 30s-90s	13,053,135.00	751,008.66	12,302,126.34
TOTAL County Roads	20,542,952.00	1,900,551.38	18,642,400.62
Drug Enforcement - 112			
Total 30s-90s	10,000.00	0.00	10,000.00
TOTAL Drug Enforcement	10,000.00	0.00	10,000.00
Felony Seizure & Forfeiture - 113			
Total 30s-90s	15,509.00	0.00	15,509.00
TOTAL Felony Seizure & Forfeiture	15,509.00	0.00	15,509.00

BUDGET STATUS REPORT

as of 3/7/2024

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
Auditor's O & M - 115			
Total 30s-90s	170,685.00	16,783.69	153,901.31
TOTAL Auditor's O & M	170,685.00	16,783.69	153,901.31
Boating Safety - 117			
Total 10s-20s	40,000.00	0.00	40,000.00
Total 30s-90s	81,094.00	122.23	80,971.77
TOTAL Boating Safety	121,094.00	122.23	120,971.77
Wenatchee River County Park - 118			
Total 10s-20s	190,755.00	13,542.94	177,212.06
Total 30s-90s	179,601.00	5,847.53	173,753.47
TOTAL Wenatchee River County Park	370,356.00	19,390.47	350,965.53
Ohme Gardens - 119			
Total 10s-20s	303,189.00	28,363.20	274,825.80
Total 30s-90s	164,584.00	6,905.98	157,678.02
TOTAL Ohme Gardens	467,773.00	35,269.18	432,503.82
Expo Center - 120			
Total 10s-20s	133,887.00	19,771.57	114,115.43
Total 30s-90s	617,387.00	6,307.75	611,079.25
TOTAL Expo Center	751,274.00	26,079.32	725,194.68
Fair - 121			
Total 10s-20s	85,211.00	4,349.63	80,861.37
Total 30s-90s	251,842.00	1,972.66	249,869.34
TOTAL Fair	337,053.00	6,322.29	330,730.71
Sheriff Donation - 122			
Total 30s-90s	15,551.00	0.00	15,551.00
TOTAL Sheriff Donation	15,551.00	0.00	15,551.00
Farm Worker Housing - 124			
Total 10s-20s	117,348.00	10,359.22	106,988.78
Total 30s-90s	326,167.00	7,637.50	318,529.50
TOTAL Farm Worker Housing	443,515.00	17,996.72	425,518.28

BUDGET STATUS REPORT

as of 3/7/2024

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
Horticulture Pest & Disease - 125			
Total 10s-20s	282,516.00	34,977.04	247,538.96
Total 30s-90s	<u>92,740.00</u>	<u>3,332.40</u>	<u>89,407.60</u>
TOTAL Horticulture Pest & Disease	375,256.00	38,309.44	336,946.56
REET Technology - 126			
Total 30s-90s	<u>114,954.00</u>	<u>0.00</u>	<u>114,954.00</u>
TOTAL REET Technology	114,954.00	0.00	114,954.00
Noxious Weeds - 128			
Total 10s-20s	348,783.00	51,666.48	297,116.52
Total 30s-90s	<u>174,011.00</u>	<u>3,465.95</u>	<u>170,545.05</u>
TOTAL Noxious Weeds	522,794.00	55,132.43	467,661.57
Trial Court Improvement - 129			
Total 30s-90s	<u>393,354.00</u>	<u>13,159.76</u>	<u>380,194.24</u>
TOTAL Trial Court Improvement	393,354.00	13,159.76	380,194.24
911 Communications - 132			
Total 30s-90s	<u>4,000,000.00</u>	<u>668,260.31</u>	<u>3,331,739.69</u>
TOTAL 911 Communications	4,000,000.00	668,260.31	3,331,739.69
Cashmere Dryden Airport - 140			
Total 10s-20s	16,834.00	2,954.49	13,879.51
Total 30s-90s	<u>136,449.00</u>	<u>10,043.78</u>	<u>126,405.22</u>
TOTAL Cashmere Dryden Airport	153,283.00	12,998.27	140,284.73
Columbia River Drug Task Force - 142			
Total 30s-90s	<u>238,098.00</u>	<u>56,067.55</u>	<u>182,030.45</u>
TOTAL Columbia River Drug Task Force	238,098.00	56,067.55	182,030.45
Law Library - 145			
Total 30s-90s	<u>47,926.00</u>	<u>1,112.34</u>	<u>46,813.66</u>
TOTAL Law Library	47,926.00	1,112.34	46,813.66

BUDGET STATUS REPORT

as of 3/7/2024

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
Regional Justice Center - 150			
Total 10s-20s	9,376,072.00	1,486,103.80	7,889,968.20
Total 30s-90s	<u>2,940,829.00</u>	<u>463,711.34</u>	<u>2,477,117.66</u>
TOTAL Regional Justice Center	12,316,901.00	1,949,815.14	10,367,085.86
Veteran's Relief - 155			
Total 10s-20s	159,726.00	24,643.24	135,082.76
Total 30s-90s	<u>33,140.00</u>	<u>86.04</u>	<u>33,053.96</u>
TOTAL Veteran's Relief	192,866.00	24,729.28	168,136.72
Mental Health - 160			
Total 10s-20s	402,876.00	66,767.93	336,108.07
Total 30s-90s	<u>254,379.00</u>	<u>1,885.06</u>	<u>252,493.94</u>
TOTAL Mental Health	657,255.00	68,652.99	588,602.01
Community Services & Housing - 163			
Total 10s-20s	212,747.00	27,447.40	185,299.60
Total 30s-90s	<u>4,322,956.00</u>	<u>364,493.41</u>	<u>3,958,462.59</u>
TOTAL Community Services & Housing	4,535,703.00	391,940.81	4,143,762.19
Treasurer's Operation & Maintenance - 165			
Total 30s-90s	<u>18,269.00</u>	<u>1,524.83</u>	<u>16,744.17</u>
TOTAL Treasurer's Operation & Maintenance	18,269.00	1,524.83	16,744.17
Tourist & Convention - 170			
Total 30s-90s	<u>3,012,704.00</u>	<u>165,420.85</u>	<u>2,847,283.15</u>
TOTAL Tourist & Convention	3,012,704.00	165,420.85	2,847,283.15
Election Reserve - 175			
Total 30s-90s	<u>11,545.00</u>	<u>0.00</u>	<u>11,545.00</u>
TOTAL Election Reserve	11,545.00	0.00	11,545.00
Natural Resources Department - 180			
Total 10s-20s	1,802,620.00	246,042.30	1,556,577.70
Total 30s-90s	<u>20,726,627.00</u>	<u>452,585.51</u>	<u>20,274,041.49</u>
TOTAL Natural Resources Department	22,529,247.00	698,627.81	21,830,619.19

BUDGET STATUS REPORT

as of 3/7/2024

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
Water Resources Fund - 181			
Total 30s-90s	219,500.00	39,513.41	179,986.59
TOTAL Water Resources Fund	219,500.00	39,513.41	179,986.59
RJC Prisoner - 185			
Total 10s-20s	62,429.00	11,082.20	51,346.80
Total 30s-90s	225,388.00	37,452.89	187,935.11
TOTAL RJC Prisoner	287,817.00	48,535.09	239,281.91
Forest Title III - 186			
Total 30s-90s	110,000.00	0.00	110,000.00
TOTAL Forest Title III	110,000.00	0.00	110,000.00
Criminal Justice Sales Tax - 190			
Total 10s-20s	302,875.00	36,069.90	266,805.10
Total 30s-90s	2,437,849.00	12,935.23	2,424,913.77
TOTAL Criminal Justice Sales Tax	2,740,724.00	49,005.13	2,691,718.87
CASA - 191			
Total 30s-90s	49,742.00	8,290.00	41,452.00
TOTAL CASA	49,742.00	8,290.00	41,452.00
Substance Abuse - 193			
Total 30s-90s	180,000.00	11,370.00	168,630.00
TOTAL Substance Abuse	180,000.00	11,370.00	168,630.00
ARPA - 197			
Total 30s-90s	3,850,275.00	778,655.60	3,071,619.40
TOTAL ARPA	3,850,275.00	778,655.60	3,071,619.40
Rural Counties Tax - 198			
Total 10s-20s	174,874.00	29,480.92	145,393.08
Total 30s-90s	6,513,800.00	138,888.24	6,374,911.76
TOTAL Rural Counties Tax	6,688,674.00	168,369.16	6,520,304.84
REET 1 Capital Improvement - 301			
Total 30s-90s	2,009,215.00	30,252.87	1,978,962.13
TOTAL REET 1 Capital Improvement	2,009,215.00	30,252.87	1,978,962.13

BUDGET STATUS REPORT

as of 3/7/2024

	TOTAL BUDGET	ACTUAL EXPENDITURES	REMAINING BUDGET
REET 2 Capital Improvement - 302			
Total 30s-90s	1,000,368.00	0.00	1,000,368.00
TOTAL REET 2 Capital Improvement	1,000,368.00	0.00	1,000,368.00
Equipment Rental & Revolving - 510			
ER Services - 001			
Total 10s-20s	1,064,851.00	181,327.61	883,523.39
Total 30s-90s	3,495,669.00	325,337.93	3,170,331.07
TOTAL ER Services	4,560,520.00	506,665.54	4,053,854.46
TOTAL Equipment Rental & Revolving	4,560,520.00	506,665.54	4,053,854.46
Industrial Insurance - 525			
Total 10s-20s	106,528.00	16,677.24	89,850.76
Total 30s-90s	1,187,915.00	355,342.68	832,572.32
TOTAL Industrial Insurance	1,294,443.00	372,019.92	922,423.08
Health Insurance - 526			
Total 10s-20s	105,840.00	9,757.63	96,082.37
Total 30s-90s	8,653,772.00	1,578,456.60	7,075,315.40
TOTAL Health Insurance	8,759,612.00	1,588,214.23	7,171,397.77
Motor Pool - 530			
Total 10s-20s	235,373.00	40,033.89	195,339.11
Total 30s-90s	1,524,580.00	508,010.16	1,016,569.84
TOTAL Motor Pool	1,759,953.00	548,044.05	1,211,908.95
Unemployment Compensation - 535			
Total 30s-90s	90,096.00	14,193.46	75,902.54
TOTAL Unemployment Compensation	90,096.00	14,193.46	75,902.54
Insurance Admin & Purchasing - 540			
Total 30s-90s	3,006,369.00	28,394.12	2,977,974.88
TOTAL Insurance Admin & Purchasing	3,006,369.00	28,394.12	2,977,974.88

Invoice #	Vendor #	Vendor Full Name	Description	Total Amount	Document Group
02-SURVEY	100329	CASCADE QUALITY WATER	Supplies - 1090216	\$2.71	jamiep
24-006680-RDU-A5	100344	EMPLOYMENT SECURITY DEPT	EMPLOYMENT HISTORY FLORES	\$3.50	rebeccag
24-006792-RDU-D5	100344	EMPLOYMENT SECURITY DEPT	EMPLOYMENT HISTORY FLORES	\$3.50	rebeccag
530001-03325	100510	CHELAN COUNTY TREASURER	VOUCHERS 03/05/2024	\$5.07	karenb
77464	100329	CASCADE QUALITY WATER	CCC - BOTTLED WATER	\$5.44	nicolect
6005-1089675	100429	MARSON AND MARSON LUMBER	Supplies - 110	\$5.51	jamiep
02-ENT	100329	CASCADE QUALITY WATER	Supplies - 1029040	\$5.91	jamiep
02-CASH	100329	CASCADE QUALITY WATER	Supplies - 1076454	\$5.93	jamiep
02-CHELAN	100329	CASCADE QUALITY WATER	Supplies - 1067511	\$5.93	jamiep
02-LEAV	100329	CASCADE QUALITY WATER	Supplies - 1077064	\$5.93	jamiep
05-06120-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$6.83	karenb
77079	100329	CASCADE QUALITY WATER	CCC - BOTTLED WATER	\$8.16	nicolect
355125711001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	\$8.69	karriew
73852	100142	HAGLUNDS TROPHIES	JOB TITLE PLATES	\$10.93	lynneo
73924	100142	HAGLUNDS TROPHIES	JOB TITLE PLATES	\$10.93	lynneo
76843	100329	CASCADE QUALITY WATER	CCC - BOTTLED WATER	\$11.41	nicolect
354445661001	100470	OFFICE DEPOT CREDIT PLAN	OFFICE SUPPLIES	\$13.58	cindyw
516128	100171	STANS MERRY MART INC	VOUCHERS 03/05/2024	\$15.21	karenb
326957	100031	JERRYS AUTO SUPPLY	Supplies - 510	\$16.05	jamiep
354388934001	140714	ODP BUSINESS SOLUTIONS LLC	ODP BUSINESS SOLUTIONS	\$16.31	niskam
027124919	138155	GALLS LLC	UNIFORM/Z MORAN	\$18.72	lynneo
1P6P-CTGF-PQY1	136436	AMAZON CAPITAL SERVICES	VOUCHERS 03/05/2024	\$19.52	karenb
02-SHOP	100329	CASCADE QUALITY WATER	Supplies - 1051846	\$19.99	jamiep
05-00111-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$20.51	karenb
05-02100-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$20.51	karenb
05-06510-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$20.51	karenb
05-09800-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$20.51	karenb
05-93643-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$20.51	karenb
77491	100329	CASCADE QUALITY WATER	RENTAL COOLER - 2/26-3/25	\$20.56	lynneo
355120619001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	\$21.75	karriew
01-01070-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$23.26	karenb
027117919	138155	GALLS LLC	CCRJC - UNIFORM JEREMY RIGGAN	\$24.08	micelledt
02-SIGN	100329	CASCADE QUALITY WATER	Supplies - 1090190	\$27.58	jamiep
3160-399840	122764	O'REILLY AUTO PARTS	Supplies - 510	\$27.58	jamiep
02-DRYDEN	100329	CASCADE QUALITY WATER	Supplies - 1002856	\$28.08	jamiep
02-WEN	100329	CASCADE QUALITY WATER	Supplies - 1075936	\$28.12	jamiep
1LVL-JGK3-NY6F	136436	AMAZON CAPITAL SERVICES	CCRJC - FLASH DRIVES FOR K9 DEPUTY LEWIS	\$28.26	micelledt
66272	100128	CLIFFORDS HARDWARE	FILTERS	\$28.65	karenw
354249458001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	\$28.66	karriew
1V6V-RKHP-6P1N	136436	AMAZON CAPITAL SERVICES	CCC - OFFICE SUPPLIES	\$30.06	nicolect
355125714001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	\$30.47	karriew
327085	100031	JERRYS AUTO SUPPLY	Supplies - 510	\$30.76	jamiep
76802	100142	HAGLUNDS TROPHIES	NAME BADGES	\$31.82	cindyw
139592	100031	JERRYS AUTO SUPPLY	Supplies - 530	\$36.82	jamiep
13697476	137920	SPECIALTY ANSWERING SERVICE	SPECIALTY ANSWERING SERVICE	\$38.00	niskam
3336	123336	VALENTINE, GLENA	NOTARY FEE	\$42.00	marisar
30419396	132022	PACWEST MACHINERY LLC	Supplies - 510	\$43.36	jamiep
1113067JMar24	100329	CASCADE QUALITY WATER	WATER	\$43.45	andreaH
43366	137770	PAT ARMSTRONG FORD INC	Supplies - 530	\$45.00	jamiep
C24GS0317	100775	GRANT COUNTY SHERIFFS OFFICE	PROCESS OF SERVICE	\$46.00	cindyd
355125708001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	\$46.53	karriew
1VMF-D9W4-L63N	136436	AMAZON CAPITAL SERVICES	VOUCHERS 03/05/2024	\$48.67	karenb

61921 02032024	100376	LOCALTEL COMMUNICATIONS	2/17/2024-03/16/2024	\$49.85	lynneo
02-MP	100329	CASCADE QUALITY WATER	Supplies - 1107077	\$49.98	jamiep
4184566659	100073	CINTAS	Supplies - 103	\$50.21	jamiep
1OCN-37GV-7JGV	136436	AMAZON CAPITAL SERVICES	CCC - OFFICE SUPPLIES	\$59.39	nicolect
1KCR-K4YV-7XX9	136436	AMAZON CAPITAL SERVICES	VOUCHERS 03/05/2024	\$59.90	karenb
3396629	101495	DAILY JOURNAL OF COMMERCE	ADVERTISING RFP FOR ERP	\$60.90	nicolect
SJB030524	139873	BAILEY, SCOTT JAY	TRAVEL EXPENSES	\$61.00	loriew
5069047172	125355	RICOH USA INC	RICOH	\$61.11	niskam
03062024	100006	PUD # 1 OF CHELAN COUNTY	CC PUD	\$61.45	samanthas
PETTY-2-29-24	100647	PUBLIC WORKS PETTY CASH	Professional Services - 530	\$61.75	jamiep
PETTY-A-2-29-24	100647	PUBLIC WORKS PETTY CASH	Professional Services - 530	\$61.75	jamiep
PETTY-B-2-29-24	100647	PUBLIC WORKS PETTY CASH	Professional Services - 530	\$61.75	jamiep
PETTY-C-2-29-24	100647	PUBLIC WORKS PETTY CASH	Professional Services - 530	\$61.75	jamiep
PETTY-D-2-29-24	100647	PUBLIC WORKS PETTY CASH	Professional Services - 530	\$61.75	jamiep
RE313ATB40213147	100450	WSDOT	Professional Services - 110	\$63.20	jamiep
352518867001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES/CHELAN OFFICE	\$63.95	lynneo
77096	100329	CASCADE QUALITY WATER	WATER DELIVERY - 2/14	\$65.28	lynneo
0364	100001	MOON SECURITY SERVICES INC	FIRE MONITORING	\$66.75	karenw
3160-399413	122764	O'REILLY AUTO PARTS	Supplies - 510	\$67.21	jamiep
3270755	134545	US LINEN & UNIFORM	CHELAN OFFICE CLEANING 02/06/24	\$67.71	karriew
3277960	134545	US LINEN & UNIFORM	CLEANING CHELAN OFFICE 02/20/24	\$67.71	karriew
67423C93-0092	100013	THE WENATCHEE WORLD	SEPA 23-320	\$68.06	cindyw
76862	100329	CASCADE QUALITY WATER	WATER DELIVERY - 1/31	\$68.48	lynneo
74121	100142	HAGLUNDS TROPHIES	VOUCHERS 03/05/2024	\$68.92	karenb
01-01000-00022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$70.28	karenb
01-01120-00022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$70.28	karenb
67423C93-0088	100013	THE WENATCHEE WORLD	BOCC POP ALLOC.	\$70.28	cindyw
355733518001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	\$70.70	karriew
5-0-879955	100301	URM CASH & CARRY	URM CASH & CARRY	\$70.98	niskam
353160235001	140714	ODP BUSINESS SOLUTIONS LLC	CCC - OFFICE SUPPLIES	\$73.28	nicolect
1TKH-36J6-DXH7	136436	AMAZON CAPITAL SERVICES	CCRJC - BOOKENDS FOR ADMIN & 18 SPRAY BOTTLES FOR JAIL	\$75.01	michelledt
77526-1	100141	GO USA INC	VOUCHERS 03/05/2024	\$76.70	karenb
02-ZIP-1046	100879	ZIPPY DISPOSAL SERVICE INC	Professional Services - 110	\$79.33	jamiep
326727	100031	JERRYS AUTO SUPPLY	Supplies - 510	\$80.11	jamiep
027149439	138155	GALLS LLC	CCRJC - UNIFORM - BETTY REEVES	\$80.95	michelledt
74212	100142	HAGLUNDS TROPHIES	BOE NAME PLATES	\$81.87	nicolect
027173375	138155	GALLS LLC	CCRJC - UNIFORM - ISSAC ESCALERA	\$85.92	michelledt
2nd qtr 2023 941x	105023	UNITED STATES TREASURY	2ND QTR 2023 CORRECTIONS	\$91.81	amandaf
352511163001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES/CHELAN	\$92.29	karriew
74146	100142	HAGLUNDS TROPHIES	CCRJC - RAY HODSON RETIREMENT PLAQUE	\$93.51	michelledt
2751	100457	CHELAN CO SHERIFF REV FUND	TRAVEL/S BUHLER-LAKEWOOD CRITICAL INCIDENTS	\$96.00	lynneo
4184563886	100073	CINTAS	Supplies - 110	\$97.34	jamiep
1LJP-CWFT-HKD6	136436	AMAZON CAPITAL SERVICES	VOUCHERS 03/05/2024	\$99.09	karenb
67423C93-0094	100013	THE WENATCHEE WORLD	NOA SE 24-050	\$99.87	cindyw
67423C93-0095	100013	THE WENATCHEE WORLD	NOA PL 22179A	\$99.94	cindyw
67423C93-0086	100013	THE WENATCHEE WORLD	PDA 23-497	\$103.50	cindyw
67423C93-0093	100013	THE WENATCHEE WORLD	NOA SDP 24-049	\$103.57	cindyw
027106504	138155	GALLS LLC	CCRJC - UNIFORM AARON MOORE	\$104.64	michelledt
CC2262024	100148	WASHINGTON STATE UNIVERSITY	PUBLICATIONS PURCHASE	\$105.00	maryelleng
354246287001	140714	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	\$105.49	lynneo
01-00700-00022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$108.05	karenb

9957401635	100086	VERIZON WIRELESS	NOX WEED - DATA PLAN 342066962-00001	\$109.21	taynar
198	114805	BROOKS MESSENGER SERVICE	MESSENGER SERVICE	\$110.00	carols
LT22024	100376	LOCALTEL COMMUNICATIONS	INTERNET SERVICE	\$110.85	maryelleng
67423c93-0090	100013	THE WENATCHEE WORLD	NOA SE23500-BP 240064	\$110.98	cindyw
5648502	114708	US FOODS INC	US FOODS	\$111.40	niskam
242508-2024021	126489	TRANSUNION RISK & ALTERNATIVE	2/1/2024-2/29/2024	\$112.28	lynneo
5-0-880936	100301	URM CASH & CARRY	URM CASH & CARRY	\$113.10	niskam
3160-399995	122764	O'REILLY AUTO PARTS	Supplies - 510	\$115.96	jamiep
4184566777	100073	CINTAS	Professional Services - 510	\$118.64	jamiep
352916	100007	CROWN PAPER/JANITORIAL SUPPLY	Supplies - 510	\$118.70	jamiep
67423C93-0091	100013	THE WENATCHEE WORLD	NOH PUBLIC NOTICE	\$121.06	cindyw
3488	116872	COLEMAN OIL COMPANY	FUEL	\$121.39	karenw
1254 022024	122522	HEGBERG, MARK	K9 RECERTIFICATION/HOLD CHECK	\$123.13	lynneo
354931450001	140714	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	\$128.39	cindyd
027149446	138155	GALLS LLC	CCRJC - UNIFORM - JASON KRAWCZYK	\$131.00	michelledt
280096425-00	125342	TACOMA SCREW PRODUCTS INC	Supplies - 510	\$131.01	jamiep
02-17780-02022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$136.17	karenb
027096051	138155	GALLS LLC	UNIFORM	\$137.23	lynneo
027124940	138155	GALLS LLC	CCRJC - TRAUMA KITS - BILLYE	\$147.01	michelledt
D79926	100171	STANS MERRY MART INC	VOUCHERS 03/05/2024	\$150.00	karenb
Petty Cash GJ Unifor	100516	CHELAN CO MAINT PETTY CASH	VOUCHERS 03/05/2024	\$151.14	karenb
03-CITY OF LEAV	100383	CITY OF LEAVENWORTH	Professional Services - 110	\$151.76	jamiep
164296	113380	THE PRINT GUYS INC	DV VICTIMS RIGHTS-ENGLISH/500	\$153.23	lynneo
1352	101181	ST OF WA SECRETARY OF STATE	DIGITAL TO MICROFILM	\$160.08	andrea
2/01/24-2/29/24	100228	CITY OF WENATCHEE	CCRJC - WATER & SEWER SWF BUILDING	\$161.68	michelledt
139911	100031	JERRYS AUTO SUPPLY	Supplies - 530	\$162.63	jamiep
9C900D0544	137194	TOWN TUB CAR WASH	Professional Services - 530	\$164.05	jamiep
3/1/2024	100127	CITY OF CASHMERE	CITY OF CASHMERE	\$168.85	ginas
224sewer	100127	CITY OF CASHMERE	SEWER	\$168.85	karenw
INV0271092	133778	SUN DATA SUPPLY	CCRJC - TONER FOR NEW COPIER IN RECORDS/CONTROL	\$171.50	michelledt
47065572	100217	LOWES CREDIT SERVICES	Supplies - 600	\$174.67	jamiep
4182001346	100073	CINTAS	Supplies - 101	\$174.73	jamiep
314	114805	BROOKS MESSENGER SERVICE	SERVICE-MARCH 2024	\$175.00	lynneo
7553	129150	NAHMMA	Professional Services - 103	\$175.00	jamiep
7554	129150	NAHMMA	Professional Services - 103	\$175.00	jamiep
027084226	138155	GALLS LLC	UNIFORM PANTS/D MUTCH	\$176.78	lynneo
027124944	138155	GALLS LLC	UNIFORM PANTS/S DUKE	\$176.78	lynneo
36004426	138409	KELLEY CREATE	CCRJC - COPIER LEASE	\$179.60	michelledt
80	142653	BRADFORD LAW FIRM PLLC	ATTY SERVICES 23-4-004074-04 - UGA	\$180.00	carols
0004035	124394	PEREGRINE CO	REMINDER CARDS	\$188.10	marisar
5439459	114708	US FOODS INC	US FOODS	\$189.03	niskam
5069001097	125355	RICOH USA INC	VOUCHERS 03/05/2024	\$192.29	karenb
5096671351030702-5	138760	ZIPLY FIBER	ZIPLY FIBERT	\$195.80	edmundog
030524	140480	GOLLEHON, REBECCA J	FEB CRDTF OFFICE CLEANING	\$200.00	karriew
FEBRUARY 2024	140994	WYATT, RAYMOND L	CHELAN COUNTY CONNECTION PODCAST	\$200.00	nicollect
1RD1-DFQ7-1WYD	136436	AMAZON CAPITAL SERVICES	CCRJC - CORRECTION TAPE, LEGAL PADS, DRY ERASE MARKERS ETC.	\$209.71	michelledt
15114	122643	FALLON TECHNOLOGY INC	WEBSITE HOSTING MAR 2024	\$217.00	loriew
5355621	129745	SPRAGUE PEST SOLUTIONS	CCRJC - PICKED UP EQUIPMENT	\$220.46	michelledt
INV-006451	100657	WENATCHEE PETROLEUM CO	BULK FUEL	\$227.19	lynneo
9957327900	100086	VERIZON WIRELESS	Professional Services - 110	\$238.02	jamiep
02232024	100376	LOCALTEL COMMUNICATIONS	LOCALTEL VLAN	\$239.79	samanthas
3/4/24 REIMB	117745	MCGREGOR, JENNIFER	CCRJC - NEREO PERSONAL HYGIENE, SHANE DAVIS LICENSE & FIX TOILET	\$244.25	michelledt
30034372	100158	RANDYS AUTO PARTS & TOWING	JAN-FEB-MAR 2024 VEHICLE STORAGE	\$259.92	rebeccag
9957417263	100086	VERIZON WIRELESS	JUDGES PHONE	\$261.94	carols
027064329	138155	GALLS LLC	UNIFORM/Z MORAN	\$264.18	lynneo
164463	113380	THE PRINT GUYS INC	CCRJC - CIWA ALCOHOL WITHDRAWAL PREVENTION PROTOCOL FORM	\$266.52	michelledt
15089115	103069	PAPE MACHINERY	Supplies - 510	\$267.19	jamiep
15069656	103069	PAPE MACHINERY	Supplies - 510	\$269.79	jamiep

1570859	138409	KELLEY CREATE	COPIER	\$274.12	andrea
14487316	135766	PAPE KENWORTH NW	Supplies - 510	\$280.52	jamiep
24C01578	110919	STORMIN TOWING & TRANSPORT INC	CCSO EVIDENCE TOW NON IMPOUND-2/29	\$292.41	lynneo
327251	100031	JERRYS AUTO SUPPLY	Supplies - 510	\$297.02	jamiep
35	139681	GFC SERVICES	CLEANING SERVICES/FEB	\$300.00	karriew
027173379	138155	GALLS LLC	CCRJC - UNIFORM - ARNOLD SILVA	\$301.99	michelledt
2734792822	110258	AVAYA INC	VOUCHERS 03/05/2024	\$307.08	karenb
02-17753-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$310.89	karenb
2752	100457	CHELAN CO SHERIFF REV FUND	TRAVEL/L RISDON - FBI LEEDA	\$324.50	lynneo
INV-171224	116872	COLEMAN OIL COMPANY	Supplies - 101	\$324.99	jamiep
808242	127913	DOMINOS PIZZA	CCRJC - INMATE INCENTIVE	\$328.75	michelledt
0176946	131324	DEVRIES	VOUCHERS 03/05/2024	\$339.07	karenb
280096077-00	125342	TACOMA SCREW PRODUCTS INC	Supplies - 510	\$339.71	jamiep
1eb	103936	PLANNING ASSOCIATION OF WA	TRAINING PLANNER BENSING	\$345.00	cindyw
2AW	103936	PLANNING ASSOCIATION OF WA	TRAINING PLANNER WHITE	\$345.00	cindyw
3CB	103936	PLANNING ASSOCIATION OF WA	TRAINING PLANNER BARRY	\$345.00	cindyw
43350	137770	PAT ARMSTRONG FORD INC	Supplies - 510	\$351.22	jamiep
22092	100032	GRAPHICS & GLASS	WINDOW TINT HONDA PILOT	\$367.48	rebeccag
01-32001-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$374.09	karenb
30034349	100158	RANDYS AUTO PARTS & TOWING	24C01563 KIA OPTIMA	\$389.88	lynneo
30034360	100158	RANDYS AUTO PARTS & TOWING	24C01578	\$389.88	lynneo
327161	100031	JERRYS AUTO SUPPLY	Supplies - 510	\$392.57	jamiep
00900520	136604	SPOKANE PRODUCE	SPOKANE PRODUCE	\$392.75	niskam
26741	100147	WASTE MANAGEMENT CORP SVCS	COMPACTOR HAUL	\$393.55	karenw
inv103477	100003	THE PART WORKS INC	VOUCHERS 03/05/2024	\$393.83	karenb
3880534	121922	LANDMARK FORD INC	Supplies - 530	\$399.08	jamiep
INV0271145	133778	SUN DATA SUPPLY	IT - TONER/PRINTER SUPPLIES	\$406.09	nicoleit
WAWEN27138 2	100298	FASTENAL COMPANY	Supplies - 510	\$406.48	jamiep
02714940101	138155	GALLS LLC	UNIFORM/Z MORAN	\$420.13	lynneo
IN1570795	138409	KELLEY CREATE	COPIER OVERAGE CHGS 12/6/23 -3/5/24	\$436.11	loriew
402423	143354	THE COATS COMPANY LLC	Professional Services - 510	\$442.13	jamiep
100703	139408	DIGITAL INSURANCE LLC	HR - OUTSOURCED HR	\$450.00	nicolehr
90150	120264	THE MASTERS TOUCH LLC	MONTHLY POSTCARDS	\$450.06	marisar
6756	130137	REDQUOTE	COBRA ADMINISTRATION	\$453.71	nicolehr
1JXW-K7FV- WWKG	136436	AMAZON CAPITAL SERVICES	CCRJC - SHOWER CURTAINS (24) & BLACK PERMANENT MARKERS	\$467.80	michelledt
307	114805	BROOKS MESSENGER SERVICE	LEGAL MESSENGER SERVICE	\$480.00	cindyd
S011789462.0 01	125382	CONSOLIDATED SUPPLY CO	Supplies - 510	\$487.97	jamiep
33897	140803	MASON BRUCE & GIRARD INC	PROF. SERVICES JAN 2024	\$495.00	loriew
I2404468	100622	WA ST PATROL	BACKGROUND CHECKS/FEBRUARY 2024	\$503.50	lynneo
14481278	135766	PAPE KENWORTH NW	Supplies - 510	\$511.66	jamiep
327154	100031	JERRYS AUTO SUPPLY	Supplies - 510	\$515.12	jamiep
GCI0013414	109955	CODE PUBLISHING COMPANY	MUNICIPAL CODE UPDATE	\$533.12	nicolect
3094968402	108956	RELX INC DBA LEXISNEXIS	BOOKS/REFERENCE MATERIALS	\$552.00	carols
WNCS0230989	100265	N C MACHINERY CO	Supplies - 510	\$553.87	jamiep
36	139681	GFC SERVICES	CLEANING SERVICES/CASHMERE&LEAVENWORTH	\$600.00	lynneo
67194	100702	ALPINE AIRE HEATING & COOLING	HEATING REPAIR	\$601.38	karenw
05P44012	103027	SIX ROBBLEES INC	Supplies - 510	\$603.17	jamiep
P90150	120264	THE MASTERS TOUCH LLC	POSTAGE	\$627.29	marisar
INV0271117	133778	SUN DATA SUPPLY	IT - TONER/PRINTER SUPPLIES	\$629.18	nicoleit
01-01100-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$636.97	karenb
027096078	138155	GALLS LLC	JUMPSUIT/P WILLIAMS	\$662.99	lynneo
027096079	138155	GALLS LLC	JUMPSUIT/J REYNA	\$662.99	lynneo
21708	134176	CHELAN SAND & GRAVEL LLC	Supplies - 110	\$670.92	jamiep
1294	133775	MC COMAS, LUCAS	PRESCRIPTION EYEWEAR 2023/2024	\$681.31	lynneo
2023/2024 350951432001	140714	ODP BUSINESS SOLUTIONS LLC	HOLD CHECK CCRJC - COPIER FOR RECORDS/CONTROL	\$688.37	michelledt
241-060	101440	JONES & JONES ~ BETTS FUNERAL	INDIGENT CREMATION	\$695.00	wayneh
27750	139964	IRONCLAD COMPANY	Supplies - 510	\$703.95	jamiep
8583090	100585	CERTIFIED LABORATORIES	Supplies - 510	\$713.35	jamiep
162	141303	BAKER PSYCHOLOGICAL SERVICES	PRE-EMPLOYMENT/MARTIN	\$725.00	lynneo

IN1524952	138409	KELLEY CREATE	CCRJC - OVERAGE FOR 10/20/23 TO 1/19/24 BOOKING COPIER	\$732.69	michelledt
164173	113380	THE PRINT GUYS INC	RECEIPT BOOKS/2100 RECEIPTS	\$740.35	lynneo
127289	125877	POLTZ FIRE PROTECTION	Professional Services - 103	\$743.10	jamiep
30419409	132022	PACWEST MACHINERY LLC	Supplies - 510	\$750.58	jamiep
3094937695	108956	RELX INC DBA LEXISNEXIS	BOOKS & REFERENCES	\$776.68	cindyd
3094963233	108956	RELX INC DBA LEXISNEXIS	BOOKS & REFERENCES	\$776.68	cindyd
INV103484	100003	THE PART WORKS INC	VOUCHERS 03/05/2024	\$781.36	karenb
849885110	100254	THOMSON REUTERS WEST PYMNT CTR	BOOKS & REFERENCES	\$794.59	cindyd
23-580	133770	MINNICH POLYGRAPH SERVICE	INVESTIGATIONS - C. VAZQUEZ 22-1-00092-04	\$800.00	carols
3128	138694	R DIGITAL DESIGN LLC	DESIGN&LAYOUT/INV-BHU	\$810.00	lynneo
QUOTE	139541	HID GLOBAL CORPORATION	CCRJC - FINGERPRINT - CROSSMATCH YRLY CONTRACT	\$847.31	michelledt
8595998	100240	CHEMSEARCH	VOUCHERS 03/05/2024	\$861.77	karenb
0098513	130459	CDASSE	Professional Services - 510	\$886.57	jamiep
ABC02 2024	100366	ABC LEGAL SERVICES LLC	SERVICE OF PROCESS	\$898.88	cindyk
17581	100083	VISA	CERA ANDREA	\$918.00	andrea
020820224	100083	VISA	OHME VISA	\$946.07	samanthas
01-01110-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$953.67	karenb
3/17/24-6/16/24 DB	102033	CNA INSURANCE COMPANY	LTC/BREDA	\$966.81	nicolehr
RUN# 24-2598	100660	LIFELINE AMBULANCE INC	CCRJC - AMBULANCE FOR LEIF LIND	\$967.50	michelledt
01-01200-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$993.87	karenb
84131680	100646	WA ST DEPT OF ENTERPRISE SERVS	SELF INSURANCE REGULATORY FEE	\$1,096.13	nicolelect
548919	125390	ASPECT CONSULTING LLC	PROF. SERVICES FEB 2024	\$1,097.50	loriew
2024-01	129101	WENATCHEE VALLEY FIRE DEPT	PROF. SERVICES 7/23 - 2/20/24	\$1,133.91	loriew
13193	139473	GRACE CITY CHURCH	CCRJC - CHAPLAIN SERVICES	\$1,300.00	michelledt
Q918229	142227	SPECIAL SERVICES GROUP LLC	ANNUAL COVER TRACK SERVICE RENEWAL 6/1/24-5/31/25	\$1,305.60	lynneo
5631935	114708	US FOODS INC	US FOODS	\$1,313.81	niskam
3879667	121922	LANDMARK FORD INC	Supplies - 530	\$1,338.40	jamiep
98	142653	BRADFORD LAW FIRM PLLC	ATTY SERVICES 23-4-00439-04 - UGA	\$1,350.00	carols
VISA031524	100083	VISA	VISA CHARGES	\$1,476.90	loriew
150001-01979	100502	CHELAN CO REG JUSTICE CTR/TREA	CHELAN COUNTY REGIONAL JUSTICE CTR	\$1,500.00	niskam
010015-03560	100510	CHELAN COUNTY TREASURER	RECORDING SVCS FEB 16-29, 2024	\$1,522.50	loriew
24-WAR046002B-1	101894	WA ST DEPT OF ECOLOGY	Professional Services - 105	\$1,598.00	jamiep
1550853	136236	BIG STATE INDUSTRIAL SUPPLY	Supplies - 510	\$1,643.29	jamiep
660430	114977	SAN DIEGO POLICE EQUIPMENT CO	9MM	\$1,849.95	lynneo
ARV/60599992	100653	SNAP ON INDUSTRIAL	Supplies - 530	\$2,014.92	jamiep
01593814	117613	ST OF WA DEPT OF RETIREMENT	RETIREMENT - EMPLOYER PORTION OPTIONAL BILL TUPLING, HENRY	\$2,330.10	amandaf
2206-013	133688	WA CONSERVATION SCIENCE INST	PROF. SERVICES JAN 2024	\$2,400.00	loriew
15022136	103069	PAPE MACHINERY	Supplies - 510	\$2,526.52	jamiep
1560512	104964	CORVEL	CLAIMS ADMINISTRATION FEE	\$2,728.24	nicolehr
1023	132619	ROUMASSET, ADRIENNE	PROF. SERVICES FEB 2024	\$2,850.00	loriew
0000206	118035	HARRIS LOCAL GOV SOLUTION	IMAGING PROJECT RECORDING	\$2,937.60	andrea
4296122	102012	SWANSON SERVICES CORPORATION	CCRJC - COMMISSARY	\$3,097.28	michelledt
MK603822TDK	102065	NATIONAL BUSINESS FURNITURE	OFFICE FURNITURE	\$3,238.19	carols
2024-13	103172	CITY OF EAST WENATCHEE	MARCH 2024 RENT	\$3,300.00	rebeccag
193	140820	TRAILHEAD FAMILY LAW PLLC	ATTY SERVICES -- MULTIPLE	\$3,365.00	carols
ARPA FUNDING - 10%	140714	ODP BUSINESS SOLUTIONS LLC	ARPA AGREEMENT 202303-8ARPA	\$3,375.00	nicolelect
FEBRUARY 2024	137178	WARGIN LAW PLLC	DEFENSE CONFLICT BILLING	\$3,410.00	nicolelect
01-01050-00 022024	100228	CITY OF WENATCHEE	VOUCHERS 03/05/2024	\$3,446.03	karenb
221744480	100108	SYSKO FOOD SERVICES	CCRJC - FOOD FOR JAIL, HOUSEHOLD & INCENTIVE MEALS	\$3,498.46	michelledt
042024	100127	CITY OF CASHMERE	APRIL 2024 FACILITY RENTAL	\$3,676.17	lynneo
17XY-K944-4CWD	136436	AMAZON CAPITAL SERVICES	CCRJC - LOCKERS	\$3,748.80	michelledt
COMTE 08/08/23	101627	COMTES & ASSOCIATES INC	INVESTIGATIONS 22-1-00092-04	\$4,500.00	carols
FEBRUARY 2024	100051	KOTTKAMP & YEDINAK PLLC	CONFLICT DEFENSE BILLING	\$4,840.00	nicolelect

2/28/24 TEULILO	122362	MICRON AUDIOLOGY INC	CCRJC - HEARING AIDS FOR ULUI TEULILO	\$5,032.00	michelledt
TAMN0000455 0	118035	HARRIS LOCAL GOV SOLUTION	PACS MAINT & ONLINE PYMTS 4/1/2024 - 6/30/2024	\$6,114.56	michellef
INV006392	136747	TRALIAN LLC	HR - PDH RENEWAL	\$6,128.17	nicolehr
2024-12	141632	VITRUVIAN PLANNING	WA ADA TRANSITION PLAN	\$6,650.00	nicolect
INV94556	139664	VICTORY SUPPLY	CCRJC - 50 MATTRESSES	\$7,086.15	michelledt
FEBRUARY 2024	100344	EMPLOYMENT SECURITY DEPT	ESD: 000-945108-10-1	\$7,096.73	nicolehr
OR451394	124396	NORTH AMERICAN RESCUE LLC	MEDICAL SUPPLIES-58	\$7,154.31	karriew
978	101486	CHELAN DOUGLAS CASA/GAL PROG	CHELAN-DOUGLAS CASA/GAL - FEBRUARY 2024	\$7,856.50	niskam
1043	140856	REMEDY INMATE MEDICAL SERVICES	CCRJC - MONTHLY CALL COVERAGE A NIELSEN & K HOLLOWAY	\$7,925.00	michelledt
1012724	128624	MIWALL CORPORATION	9MM/30	\$9,139.20	lynneo
14488684	135766	PAPE KENWORTH NW	Supplies - 510	\$10,253.34	jamiep
CP-0094352	116872	COLEMAN OIL COMPANY	Supplies - 530	\$11,599.96	jamiep
19320	137320	PLAUCHE & CARR LLP	PROF. SERVICES FEB 2024	\$12,500.00	loriew
10435-01-24	127554	BERK	PROF. SERVICES JAN 2024	\$12,844.25	loriew
10734785342	100322	DELL MARKETING LP	COMPUTER SUPPLIES	\$19,306.89	karriew
030524- CHCNT	104964	CORVEL	INDUSTRIAL INSURANCE 2/27/24 - 3/4/24	\$19,685.85	nicolehr
44643	135755	SYSTEMS FOR PUBLIC SAFETY INC	N460 - Set Up	\$22,197.80	jamiep
01593339	117613	ST OF WA DEPT OF RETIREMENT	RETIREMENT - EXCESS COMPENSATION ON PENNY GOEHNER	\$24,066.50	amandaf
RE313ATB402 13076	100450	WSDOT	Supplies - 510	\$41,800.00	jamiep
236145	143358	PFVT MOTORS LLC	N466 - Police Utility	\$50,010.00	jamiep
236146	143358	PFVT MOTORS LLC	N463 - Police Utility	\$50,010.00	jamiep
236147	143358	PFVT MOTORS LLC	N462 - Police Utility	\$50,010.00	jamiep
236148	143358	PFVT MOTORS LLC	N464 - Police Utility	\$50,010.00	jamiep
236149	143358	PFVT MOTORS LLC	N465 - Police Utility	\$50,010.00	jamiep
MARCH 2024	112026	LIFEWISE ASSURANCE CO	STOP LOSS INSURANCE	\$71,125.01	nicolehr
MARCH 2024	116752	COUNSEL FOR DEFENSE CHELAN CO	PUBLIC DEFENSE	\$211,604.50	nicolect
150001-01975	100502	CHELAN CO REG JUSTICE CTR/TREA	INMATES HOUSED AT CCRJC	\$559,621.54	nicolect
300					



Employee Payroll Change Notice

EFFECTIVE DATE: 3/04/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Skyler William Silsby

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 3

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.669 (required for new hires)

REASON FOR CHANGE

- ☒ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Silsby is filling an open Deputy Position within the jail at Step 3 per the MOU with the Union. His monthly salary is \$5,082.26

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: 3/1/25
Step 5: 3/1/27
Step 6: 3/1/29
Step 7: 3/1/31
Step 8: _____

SIGNATURES

Department Authorization

Date 3-1-24

Human Resources Review

Date 03/04/2024

Commissioner Approval _____

Date _____

Updated 6/2019

Return completed form to Human Resources.



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005322 (leave blank if new employee)

Name Lupita Tejeda

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.732 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Ms. Tejeda is moving to Step 4 due to the new 2024 contract. Her current wage is \$5,082.26. Ms. Tejeda's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization Cla Sharp

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005098 (leave blank if new employee)

Name Lisa Baker

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.695 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Ms. Baker is moving to Step 4 due to the new 2024 contract. Her current wage is \$5,082.26. Ms. Baker's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization

Cli Sharp

Date 3-1-24

Human Resources Review

[Signature]

Date 03/04/2024

Commissioner Approval

Date _____

Updated 6/2019

Return completed form to Human Resources.



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005061 (leave blank if new employee)

Name Logan Crane

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.712 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
- ☐ Promotion
- ☒ Step Increase
- ☐ Transfer
- ☐ Reclassification
- ☐ Termination
- ☐ Retirement
- ☐ Remove From Eden
- ☐ Resignation
- ☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Crane is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Crane's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization Cle Sharp

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005626 (leave blank if new employee)

Name Mark Dodge

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.663 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Dodge is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Dodge's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January.

Payroll - Mr. Dodge's last day was 2/13/24. Will you mail a paper check that will only include the retro for January?

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization Elio Sharp

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____

Updated 6/2019

Return completed form to Human Resources.



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005151 (leave blank if new employee)

Name Williams Edge

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.672 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Edge is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Edge's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005490 (leave blank if new employee)

Name Issac Escalera Mendez

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.733 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Escalera is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Escalera's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005682 (leave blank if new employee)

Name Jose Morelos

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.698 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Morelos is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Morelos's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization Cis Sharp

Human Resources Review [Signature]

Commissioner Approval _____

Date 3-1-24

Date 03/04/2024

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005019 (leave blank if new employee)

Name Christopher Nores

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.659 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Nores is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Nores's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization Chris Sharp

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____

Updated 6/2019

Return completed form to Human Resources.



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005060 (leave blank if new employee)

Name Isaiah Orellana-Abbott

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.660 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Orellana-Abbott is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Abbott's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization Ali Sharp

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005258 (leave blank if new employee)

Name Tyler Pilgeram

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.686 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Pilgeram is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Pilgeram's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization Bea Sharp

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____

Updated 6/2019

Return completed form to Human Resources.



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005565 (leave blank if new employee)

Name Jesus Ramirez

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.706 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
- ☐ Promotion
- ☒ Step Increase
- ☐ Transfer
- ☐ Reclassification
- ☐ Termination
- ☐ Retirement
- ☐ Remove From Eden
- ☐ Resignation
- ☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Ramirez is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Ramirez's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization Cris Sharp

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005483 (leave blank if new employee)

Name Marco Urrutia

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.697 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Urrutia is moving to Step 4 due to the new 2024 contract. His current wage is \$5,082.26. Mr. Urrutia's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for January through March.

Additionally the Step Schedule has changed to January and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 1/1/26
Step 6: 1/1/28
Step 7: 1/1/30
Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 3-1-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 3/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002408 (leave blank if new employee)
Name Fernando Ponce
Department Regional Justice Center
Position Title Corrections Deputy
Pay Grade S062 Pay Step Step 7
Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)
Account Number 150.001.52360.11.714 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☒ Other Longevity Increase

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Ponce is earning his 4th 1% longevity increase per the CBA. His base salary is \$6,177.51. With the longevity increase, his new salary is \$6,428.34 per month.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization *Chris Sharp*
Human Resources Review *ym*
Commissioner Approval _____

Date 2-29-24
Date 03/04/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 3/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004982 (leave blank if new employee)

Name Gregory Bull

Department Regional Justice Center

Position Title Control Room Operator

Pay Grade S051 Pay Step Step 6

Status FULL TIME Union AFSCME 846-CS
(full time, part time, temp)

Account Number 150.001.52360.11.679 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Bull is moving to Step 6, per the CBA. He is currently at \$4,696.96 and will move to \$4,931.64 per month.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization Cio Sharp

Date 2-29-24

Human Resources Review mm

Date 03/04/2024

Commissioner Approval _____

Date _____

Updated 6/2019

Return completed form to Human Resources.



Employee Payroll Change Notice

EFFECTIVE DATE: 3/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005947 (leave blank if new employee)

Name Adrian Pena

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.676 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Pena is moving to Step 4 per the new 2024 contract. His current wage is \$5,082.26. Mr. Pena's new wage is \$5,336.37 per month.

The Step Schedule will need to be changed as well since that changed with the new contract.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 3/2026
Step 6: 3/2028
Step 7: 3/2030
Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 2-29-24

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 2/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005937 (leave blank if new employee)

Name Edgar Banuelos

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

Status FULL TIME Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.707 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Banuelos is moving to Step 4 per the new CBA contract. His current wage is \$5,082.26. Mr. Abbott's new wage is \$5,336.37 per month.

Retro pay will be included in the April 5th payroll for February and March.

Additionally the Step Schedule has changed and will need to be updated in Payroll.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 2/1/26
Step 6: 2/1/28
Step 7: 2/1/30
Step 8: _____

SIGNATURES

Department Authorization Chris Sharp

Date 3-2-24

Human Resources Review nm

Date 03/04/2024

Commissioner Approval _____

Date _____

Updated 6/2019

Return completed form to Human Resources.



Employee Payroll Change Notice

EFFECTIVE DATE: 3-1-2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002339 (leave blank if new employee)

Name Mark McLean

Department Information Technology

Position Title Computer Analyst II

Pay Grade PW18 Pay Step 8

Status Full Union _____
(full time, part time, temp)

Account Number 010.052.51888.11.433 (required)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ 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: _____
Step 8: _____

SIGNATURES

Department Authorization Fred J. Hart

Date 3-4-2024

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 03/05/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Cynthia G. Reyes

Department Clerk

Position Title Legal Clerk

Pay Grade PW 7 Pay Step 2

Status FT Union Crthse Barg
(full time, part time, temp)

Account Number 010.040.51230.11.201 (required)

REASON FOR CHANGE

- ☒ New Hire*
☐ Promotion
☐ Step Increase
☐ 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: 03/2025
Step 4: 03/2026
Step 5: 03/2027
Step 6: 03/2029
Step 7: 03/2031
Step 8: 03/2033

SIGNATURES

Department Authorization Matt D. Young

Date 03/04/2024

Human Resources Review [Signature]

Date 03/04/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 3/31/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000796 (leave blank if new employee)
Name Katherine K. Hershey
Department Juvenile Detention
Position Title Secure CRC Coordinator
Pay Grade PW16 Pay Step 8
Status Full Time Union Teamsters PTC
(full time, part time, temp)
Account Number 010.085.52760.11.356 (required)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☐ Step Increase
☐ 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: _____
Step 8: _____

SIGNATURES

Department Authorization

Date 3/1/2024

Human Resources Review

Date 03/04/2024

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 4/8/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Lacy Robinson

Department Natural resources

Position Title SR Natural resource specialist

Pay Grade PW24 Pay Step 2

Status FT Union courthouse
(full time, part time, temp)

Account Number 180.001.55490.11.418 (required for new hires)

REASON FOR CHANGE

- ☒ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

new hire effective 4/8/24 at 1.0 FTE

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: 4/1/25
Step 4: 4/1/26
Step 5: 4/1/27
Step 6: 4/1/29
Step 7: 4/1/31
Step 8: 4/1/33

SIGNATURES

Department Authorization

Date 3/5/2024

Human Resources Review

Date 03/05/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

Return completed form to the
Human Resources Department

EFFECTIVE DATE: 4/1/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Isabelle Marie Shastko

Department Parks - 118.001.57630.1199

Position Title Extra - Help

Pay Grade n/a Pay Step n/a

Status Part - Time

(Full time, Part time, Temp)

Union _____

REASON FOR CHANGE

☒ New Hire*

☐ Step Increase

☐ Promotion

☐ Transfer

☐ Reclassification

☐ Termination

☐ Retirement

☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

New Hire - Isabelle Marie Shastko starting April 1, 2024
@ \$17.00 replacing Katy Ann Putnam

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization

Maylee Bean
[Signature]

Date

3/5/24

Human Resources Review

Date

Commissioner Approval

Date



Employee Payroll Change Notice

Return completed form to the
Human Resources Department

EFFECTIVE DATE: 4/1/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Linda Peterson

Department Parks - 118.001.57630.1199

Position Title Office Assistant

Pay Grade n/a Pay Step n/a

Status Full Time - Temp Union n/a
(Full time, Part time, Temp)

REASON FOR CHANGE

☒ New Hire*

☐ Step Increase

☐ Promotion

☐ Transfer

☐ Reclassification

☐ Termination

☐ Retirement

☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

New Hire Linda Peterson starting April 1, 2024 @ \$22.00
replacing Skeets Nielsen

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization Marylee Pedler

Date 3/5/24

Human Resources Review [Signature]

Date _____

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 3/01/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004827 (leave blank if new employee)

Name Nicole C. Thompson

Department Commissioners'

Position Title Budget Director

Pay Grade PW27 Pay Step 4

Status FTE Union Non-Barg
(full time, part time, temp)

Account Number 010.045.51160.11.220 (required)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Nicole has completed one year at step 3.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 03/01/2025
Step 6: 03/01/2027
Step 7: 03/01/2029
Step 8: 03/01/2031

SIGNATURES

Department Authorization

[Signature]

Date

3/7/24

Human Resources Review

[Signature]

Date

03/06/2024

Commissioner Approval

Date

CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

March 12, 2024

9:30 A.M. PUBLIC WORKS AGENDA
 Public Works Director/County Engineer Eric Pierson

BID AWARD: Dryden Transfer Station Push Pit Floor Repair

DISCUSSION ITEMS:

1. Contract with Wheeler Excavation, LLC for Wenatchee Heights Phase II Road Improvement Project, County Road Project 746 (CRP 746)
2. Call for Bids – Bridge Deck and Joint Rehabilitation Bundle, County Road Project 747 (CRP 747)
3. County Road Administration Board Annual Certification
4. Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement
5. Leavenworth Brush Yard
6. Event Permit – Gran Fondo Leavenworth
7. Open Item

ACTION ITEMS:

1. Approve Contract with Wheeler Excavation, LLC for Wenatchee Heights Phase II Road Improvement Project, County Road Project 746 (CRP 746)
2. Approve Call for Bids – Bridge Deck and Joint Rehabilitation Bundle, County Road Project 747 (CRP 747)
3. Approve County Road Administration Board Annual Certification
4. Approve Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement

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



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS
316 WASHINGTON STREET
SUITE 402
WENATCHEE, WASHINGTON 98801
TELEPHONE 509/667-6415

ERIC P. PIERSON, PE
DIRECTOR/COUNTY ENGINEER

March 12, 2024

Chelan County Commissioners
400 Douglas Street
Wenatchee, WA 98801

RE: Dryden Transfer Station Push Pit Floor Repair, Solid Waste Project No. 834 (SW 834)

Dear Commissioners,

On March 5, 2024 at 9:30 a.m., bids were opened in the Commissioners' chambers for the above-mentioned project. Bids were received as follows:

SCI Industrial Services, LLC	\$237,269.17
Engineer's Estimate	\$194,361.20

After review of the bids, the low bid came in at \$237,269.17, which is 22.08 percent above the Engineer's Estimate. Due to the deteriorated condition of the existing push pit floor, I recommend that the low bid be accepted and the contract be awarded to SCI Industrial Services, LLC.

Sincerely,

ERIC PIERSON, P.E.
Director/County Engineer

EPP:kp

Attachments: Contractor Bids

CHELAN COUNTY PUBLIC WORKS DEPARTMENT

TABULATION OF BIDS

For:

Dryden Transfer Station Push Pit Floor Repair

Date of Opening: March 5, 2024

Time of Opening: 9:30 a.m.

<u>Names of Bidders</u>		<u>Bids</u>
Engineer's Estimate		\$194,361.20
1.	SCI Industrial Services, LLC	\$237,269.17
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$

Bid Award: March 12, 2024 on Eric's Time



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS
316 WASHINGTON STREET
SUITE 402
WENATCHEE, WASHINGTON 98801

SW834
Dryden Transfer Station Pit Floor
2024
Engineer's Estimate

3-12-24 Public Works Agenda
Bid Award - Dryden Transfer Station Push Pit Floor Repair

Chelan County Public Works
Bid No: SW834 - Dryden Transfer Station Push Pit Floor Repair
Opened: 3-5-2024 @ 9:30AM

Preliminary Bid Results

If a change has been made to a contractors bid amount or bid position after review, it will be marked with two asterisks.**

Bid Item No	Description	Quantity	Unit	Low Bid				2nd Lowest Bid		3rd Lowest Bid	
				Engineers Official Estimate		Combined Construction, Inc		Unit Cost	Amount	Unit Cost	Amount
				Unit Cost	Amount	Unit Cost	Amount				
01	MOBILIZATION	1.00	L.S.	\$ 16,200.00	\$ 16,200.00	\$ 18,500.00	\$ 18,500.00				
02	CONCRETE FLOOR REPAIR	20.00	C.Y.	\$ 4,000.00	\$ 80,000.00	\$ 4,485.00	\$ 89,700.00				
03	REINFORCEMENT REPAIR	5,000.00	DOL	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00				
04	CONCRETE CRACK REPAIR	5,000.00	DOL	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00				
05	ADJUST CATCH BASIN	1.00	E.A	\$ 1,000.00	\$ 1,000.00	\$ 725.00	\$ 725.00				
06	EMBEDDED STEEL RAILS	521.00	L.F.	\$ 100.00	\$ 52,100.00	\$ 158.00	\$ 82,318.00				
07	CHAIN LINK FENCE AND GATE	1.00	L.S.	\$ 12,500.00	\$ 12,500.00	\$ 12,000.00	\$ 12,000.00				
08	GATE POST WALL REPAIR	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 5,640.00	\$ 5,640.00				
				Subtotal	\$ 179,300.00	Subtotal	\$ 218,883.00				
				Sales Tax 8.4%	\$ 15,061.20	Sales Tax 8.4%	\$ 18,386.17	Sales Tax 8.4% \$ -		Sales Tax 8.4% \$ -	
				Total	\$ 194,361.20	Total	\$ 237,269.17	Total \$ -		Total \$ -	
				% over Eng. Estimate		22.08%		% over Eng. Estimate		-100.00%	
				% over Eng. Estimate		-100.00%		% over Eng. Estimate		-100.00%	

Bid Bond	✓		
Signed Proposal	✓		
Non-Collusion	✓		
Statement of Qualifications	✓		
Subcontractors List	N/A		
Addendum	N/A		
Wage Law Compliance	✓		
Notes			

BID DOCUMENTS

BIDDING INSTRUCTIONS

The Bidder's attention is called to the following forms. In order to be considered for award the sealed bid must contain all forms fully completed, signed and submitted together as the Bid Proposal Package prior to the time of bid opening.

A. BIDDING CHECKLIST

Please check to make sure you have completed and submitted the following documents:

1. ☒ **Bid Proposal** - Bidders must bid on all bid items contained in the Proposal. The omission or deletion of any bid item will be considered irregular and may be cause for rejection of the bid.
2. ☒ **Proposal Signature Page**
3. ☒ **Bid Proposal Bond or Bid Deposit** – The amount of the bid bond or bid deposit shall not be less than five percent (5%) of the total amount of the bid.
4. ☒ **Bidder Information & References Sheet**
5. ☒ **Bonding and Claims Disclosure**
6. ☒ **Certification of Compliance with Wage Payment Statutes (DOT Form 272-009)**
7. ☒ **Non-Collusion Declaration (DOT Form 272-036I)**
- 8.

Disadvantaged Business Enterprise Forms, when applicable	
<input checked="" type="checkbox"/>	WSDOT Forms
<input type="checkbox"/>	DBE Written Confirmation DOT Form 422-031
<input type="checkbox"/>	DBE Utilization Certification DOT Form 272-056
<input type="checkbox"/>	DBE Bid Item Breakdown DOT Form 272-054
<input type="checkbox"/>	DBE Trucking Credit DOT Form 272-058

9. ☒ **Local Agency Subcontractors List (DOT Form 271-015A), when applicable**

Chelan County will accept only those Proposals properly executed on the authorized prepared forms supplied by the County and in compliance with Section 1-02.6 "Preparation of Proposal" of the contract specifications. A Bidder's failure to fully complete, execute, and submit together all of the above documents shall be cause for the County to consider the Proposal irregular and to be rejected.

Any alteration not initialed by the Bidder may be cause for deeming the bid proposal irregular and rejecting of the bid.

Proposal forms shall be completed by typing or shall be printed in ink by hand.

BIDDING INSTRUCTIONS

B. WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL

Any withdrawing, revising or supplementing of proposal shall follow the requirements of Section 1-02.10 of the contract provisions. Any unsealed clarification information received by the Clerk which discloses price will not be considered by the Board of Chelan County Commissioners and shall result in rejection of the entire bid.

C. CONTRACT DOCUMENTS FOLLOWING AWARD

The successful Bidder shall fully and timely complete, execute and submit the following documents to Chelan County Public Works.

1. Contract – The written contract to be executed by the successful Bidder.
2. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety.
3. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.
4. Information for DBE Contractors, when applicable:
 - I. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification:
 - Correct business name, federal employee identification number (if available), and mailing address.
 - A list of all bid items assigned to each successful DBE firm, including unit prices and extensions.
 - A description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of work under each item to be performed by the DBE and including the dollar value of the DBE portion.
 - II. A list of all firms who submitted a Bid or Quote in an attempt to participate in this project whether they were successful or not. Include the business name and a mailing address.

CALL FOR BIDS

Dryden Transfer Station Push Pit Floor Repair SW834

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30:00 A.M. on March 5, 2024**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for the improvement of the Dryden Transfer Station Push Pit Floor by removing loose and damaged concrete, rebar, crane rails and replacing it with new concrete, rebar, crane rails and removing and replacing chain link fence and gates and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Project plans and specifications may be viewed at www.co.chelan.wa.us/public-works. A hard copy of the Project plans and specifications can be obtained from the office of the Chelan County Public Works Department, at 316 Washington Street, Suite 402, Wenatchee, Washington 98801. Public Works' telephone number is **509.667.6415**. A **non-refundable** \$50.00 fee is required in advance for each hard copy of the plans.

A bid deposit in the amount of 5% of the bid shall accompany each bid. Each bid shall be submitted in a sealed envelope marked on the outside as follows: **"SEALED BID FOR SW834, Dryden Transfer Station Push Pit Floor Repair,"** on the outside of the envelope.

The Board of Chelan County Commissioners reserves the right to reject any or all bids for cause.

Dated at Wenatchee, Washington this 13th day of February, 2024.



ATTEST: ANABEL TORRES

Clerk of the Board

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, Chairman
SHON SMITH, Commissioner
TIFFANY GERING, Commissioner

BID PROPOSAL

Dryden Transfer Station Push Pit Floor Repair SW834

To: Board of Chelan County Commissioners
400 Douglas Street, Wenatchee, Washington 98801

The undersigned certify that they have examined the location of the Dryden Transfer Station Push Pit Floor Repair, Solid Waste Project No. 834 (SW834) and read and thoroughly understand the plans, specifications and contract governing the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, contract and the following schedule:

NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
1	1.00	L.S.	MOBILIZATION	18,500.00	18,500.00
2	20.00	C.Y.	CONCRETE FLOOR REPAIR	4,485.00	89,700.00
3	5,000.00	DOL.	REINFORCEMENT REPAIR	\$1.00	\$5,000.00
4	5,000.00	DOL.	CONCRETE CRACK REPAIR	\$1.00	\$5,000.00
5	1.00	E.A.	ADJUST CATCH BASIN	725.00	725.00
6	521.00	L.F.	EMBEDDED STEEL RAILS	158.00	82,318.00
7	1.00	L.S.	CHAIN LINK FENCE AND GATE	12,000.00	12,000.00
8	1.00	L.S.	GATE POST WALL REPAIR	5,640.00	5,640.00
				SUBTOTAL: \$	218,883.00
				SALES TAX 8.4%: \$	18,386.17
				TOTAL: \$	237,269.17

PROPOSAL SIGNATURE PAGE

To the Board of Chelan County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the construction site and has read and thoroughly understands the Project plans, specifications, addenda and contract governing the work and the manner by which payment will be made for such work.

The Bidder hereby acknowledges that by execution of this Bid Proposal Form the Bidder has agreed to all bidding requirements, has fully executed all required bidding documents, and agrees to fully and completely perform all work required under the plans, specifications, addenda and contract if awarded the contract.

A bid deposit of five percent (5%) of the total bid based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- ☐ Cashier's Check _____ Dollars
- ☐ Certified Check (\$_____) Payable to Treasurer of Chelan County, Washington
- ☒ Proposal Bond In the amount of 5% of the Bid

Checks must be payable to the Treasurer of Chelan County, Washington and should reference the project number and name.

Receipt is hereby acknowledged of Addendum(s) No(s). _____, _____, _____ and _____.

SCI INDUSTRIAL SERVICES LLC

P.O. Box 119

Printed Bidder Name

Mailing Address

Authorized Signature

City

State

Zip Code

Printed Name of Signatory

Title

Telephone

Fax

Note:

- (1) This proposal form is not transferable and any alteration of the Bidder's name entered hereon without prior permission from Chelan County will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the contract specifications, re: "Preparation of Proposal".

BID PROPOSAL BOND

Bond No. N/A

KNOW ALL PERSONS BY THESE PRESENTS,

That we, of SCI Industrial Services, LLC as principal, and the Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Chelan County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

The Chelan County Solid Waste Project No. (SW834) provides for the improvement of the Dryden Transfer Station Push Pit Floor by removing loose and damaged concrete, rebar, crane rails and replacing it with new concrete, rebar, crane rails and removing and replacing chain link fence and gates and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, and addenda thereto.

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Chelan County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 5th day of March, 2024.

WITNESS our hands this 5th day of March, 2024.

SCI Industrial Services, LLC

Type or Print: Principal's Name

Signature: Principal or Authorized Officer

Travelers Casualty and Surety Company of America

Type or Print: Surety's Name

Signature: Surety or Authorized Agent

Theresa A. Lamb

Attorney-in-Fact, Surety



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather L. Allen, Dana Brown, Emma C. Doleshel, Jim W. Doyle, Natalie C. Chau, Chad M. Epple, Jim S. Kuich, Theresa A. Lamb, Maxwell Martin, Michael A. Murphy, Andy D. Prill, S. M. Scott, and Steve Wagner of Bothell, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of March, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER INFORMATION & REFERENCES SHEET

A. BIDDER:

SCI INDUSTRIAL SERVICES LLC

Bidder Name (Exactly as Registered in Washington)

662-7119

Telephone Number

Address

P.O. Box 119

City

WENATCHEE

State

WA

Zip Code

98807

State of Washington Contractor's License Number

SCIINIS834PJ

Expiration Date

10-11-25

Federal Tax Number

82-1831443

UBI Number

604 137 025

Sole Proprietorship _____

Partnership _____

Corporation/type _____

Joint Venture _____

LLC X

Other (specify) _____

Names of all principals, officers, partners, joint venturers or members:

BRANDON F. EDWARDS, MEMBER

JOHN GARD, MEMBER

ADAM BARRENE, MEMBER

B. REFERENCES

Provide references for three comparable projects constructed by Bidder within previous five years. A separate page maybe attached, provided it contains the information below.

	Project Name	Agency	Contact & Phone Number	Year Completed	Bid Amount
1	BACK DOCK REPLACEMENT	LAMAR WESTON	ZAC BISHOP 509-787-3567	2024	200,000.00
2	CHEMICAL CONTAINMENT	CHAMBERLIN AG BLENDING	ADAM MONTES 509-663-7151	2023	890,000.00
3	Distilling Area	WATERMILL Winery	NES CUSICK 541-938-5575	2021	1,800,000.00

BONDING AND CLAIMS DISCLOSURE

TRAVELERS Casualty + Surety
Bonding Company Name (Exactly as Registered) for Bidder's Continuous Contractor's Surety Bond

12100 195th St. NE
Address

BOTHELL WA 98041
City State Zip Code

7063388184 \$ 12,000 10-11-25
Registration Bond No. Amount Expiration Date

1. Are there claims pending against the Bidder's Continuous Contractor's Surety Bond? ☐ Yes ☒ No

If yes, what are each claimant's name, reasons for the claim, and amount claimed and the date and place of filing?

2. Have there been tax liens or judgments against the Bidder filed by the Internal Revenue service, Department of Revenue, Employment Security Department or Department of Labor & Industries within the last three years resulting from non-payment of employee taxes? ☐ Yes ☒ No

If yes, what date and in which county did each filing occur?

3. Are there any lawsuits or unsatisfied judgments pending against the Bidder? ☐ Yes ☒ No

If yes, what date and in which county is each lawsuit pending or judgment entered?



Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

Bidder Name: SCI INDUSTRIAL SERVICES LLC

Name of Contractor/Bidder - Print full legal entity name of firm

By:

Signature of authorized person

Print Name of person making certifications for firm

Title:

Title of person signing certificate

Place:

Print city and state where signed

Date:

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name

DRYDEN TRANSFER STATION

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.



Contractors

SCI INDUSTRIAL SERVICES LLC

Owner or tradesperson

Principals
BRIZENDINE, ADAM G, PARTNER/MEMBER

GAUL, JASON M, PARTNER/MEMBER
SELLAND, BRADLEY F, PARTNER/MEMBER

Doing business as
SCI INDUSTRIAL SERVICES LLC

WA UBI No.
604 137 025

PO BOX 119
WENATCHEE, WA 98807
509-662-7119
CHELAN County

Business type
Limited Liability Company

Governing persons
ADAM
G
BRIZENDINE
JASON M GAUL;
MARK PETERSON;
BRAD F SELLAND;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

License specialties
GENERAL

License no.
SCIINIS834PJ

Effective — expiration
10/11/2017— 10/11/2025

Active
Meets current requirements.

Bond

Travelers Cas and Surety Co of America
Bond account no.
106782653

Received by L&I
10/11/2017

\$12,000.00

Effective date
09/12/2017

Expiration date
Until Canceled

Insurance

Continental Cas Co
Policy no.

\$1,000,000.00

7063388184Received by L&I
10/27/2023Effective date
11/17/2023
Expiration date
11/17/2024**Ohio Security Ins Co****\$1,000,000.00**

Policy no.

BKS58403220Received by L&I
09/15/2023Effective date
11/17/2021
Expiration date
11/17/2024**Insurance history****Savings**

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements**OMWBE Certifications**

No active certifications exist for this business.

Apprentice Training AgentNo active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.**Workers' Comp**

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
348,394-02**Account is current.**

Doing business as

SC INDUSTRIAL LLC

Estimated workers reported

Quarter 4 of Year 2023 "11 to 20 Workers"

L&I account contact

T0 / RAJ LUKE (360) 902-5535 - Email: LUKE235@lni.wa.gov**Public Works Requirements**

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Completed the training on 12/7/2023

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

3-12-24 Public Works Agenda
Bid Award - Dryden Transfer Station Push Pit Floor Repair

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

BUSINESS INFORMATION

Business Name:
SCI INDUSTRIAL SERVICES, LLC

UBI Number:
604 137 025

Business Type:
WA LIMITED LIABILITY COMPANY

Business Status:
ACTIVE

Principal Office Street Address:
1285 S WENATCHEE AVE, WENATCHEE, WA, 98801-3754, UNITED STATES

Principal Office Mailing Address:
1285 S WENATCHEE AVE, WENATCHEE, WA, 98801-3754, UNITED STATES

Expiration Date:
06/30/2024

Jurisdiction:
UNITED STATES, WASHINGTON

Formation/ Registration Date:
06/12/2017

Period of Duration:
PERPETUAL

Inactive Date:

Nature of Business:
CONSTRUCTION

REGISTERED AGENT INFORMATION

Registered Agent Name:
JEFFERS, DANIELSON, SONN & AYLWARD, P.S.

Street Address:
2600 CHESTER KIMM RD, WENATCHEE, WA, 98801-8116, UNITED STATES

Mailing Address:
PO BOX 1688, WENATCHEE, WA, 98807-1688, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		ADAM	BRIZENDINE
GOVERNOR	INDIVIDUAL		BRADLEY	SELLAND
GOVERNOR	INDIVIDUAL		JASON	GAUL
GOVERNOR	INDIVIDUAL		MARK	PETERSON

Washington State Department of Revenue

?

< Business Lookup

License Information:

New search Back to results

Entity name:SCI INDUSTRIAL SERVICES, LLC

Business name:SC INDUSTRIAL LLC

Entity type:Limited Liability Company

UBI #:604-137-025

Business ID:001

Location ID:0001

Location:Active

Location address:1285 S WENATCHEE AVE
WENATCHEE WA 98801-3754

Mailing address:PO BOX 119
WENATCHEE WA 98807-0119

Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
BRIZENDINE, ADAM G	
GAUL, JASON	



CONTRACT

THIS CONTRACT is entered into between Chelan County, Washington, (the "Contracting Agency"), whose address is 316 Washington Street, Suite 402, Washington, 98801, and Wheeler Excavation, LLC whose address is 2007 E. Highland Ext., Benton City, WA 99320 hereinafter the "Contractor".

WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. **Description of the Work.** The Contractor shall do all work and furnish all tools, materials, and equipment for Wenatchee Heights Phase II Road Improvement Project, by constructing pulverizing existing pavement and base, pulverizing and mixing cement base, roadway excavation, crushed surfacing base course, HMA, guardrail, permanent signing, project temporary traffic control, roadside cleanup and other work all in accordance with the attached contract plans, these contract provisions, and the standard specifications, and addenda thereto.
2. **Standard specifications.** Except as expressly provided in the project contract provisions and plans incorporated herein, the 2024 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation (the "Standard Specifications"), is adopted and incorporated into this Contract by this reference. All work shall be in accordance with the Standard Specifications and as described in the plans, specifications and addenda hereby incorporated by this reference as though fully set forth.
3. **Scope of the Work.** The County hereby employs the Contractor to provide all labor, materials and equipment to do and complete the above-described work according to the Standard Specifications, attached plans, specifications and addenda and the terms and conditions herein contained. The Contractor shall provide and bear the expense of all work and labor, material and equipment of any kind whatsoever that may be required for constructing and completing the work provided for in this Contract and every part thereof, except such as are expressly furnished by the County according to the plans, specifications and addenda. The Contractor does hereby agree to fully and completely perform all the terms, conditions and promises contained in this Contract, the plans, specifications and addenda and the Standard Specifications, as well as all other requirements of federal and state law and regulations pertaining to the work to be performed.
4. **Payment.** The County agrees to pay for the Work according to the Standard Specifications and at such time, in such manner and upon such conditions as provided for in the Standard Specifications.
5. **Alterations to Work; Additional Work.** The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this Contract that may be ordered in writing and to pay for the same under the terms of this Contract and the Standard Specifications.

6. **Venue.** Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in the Superior Court for the State of Washington in Chelan County, Washington.

7. **Complete Contract.** This Contract contains all terms and conditions agreed upon by the parties. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this Contract and the Board of County Commissioners has caused this Contract be executed by, and in the name of Chelan County, Washington

Dated this 27 day of February, 2024.

CONTRACTOR:

Wheeler Excavation, LLC

By :



Chad Wheeler
(Print Name)

Member

Title

2007 E. Highland Ext.

Address

Benton Crfy WA 99320
City State Zip

CERTIFICATE OF CONTRACTING AGENCY'S ATTORNEY

I, the undersigned, Robert Sealby, the duly authorized and acting legal representative of Chelan County, Washington, do hereby certify as follows:

I have examined the attached Agreement and Certificate of Insurance, including the manner of execution thereof for the “ **COIC Improvement Project: Intake and Pumping Facilities**” and I am of the opinion that each of the aforesaid documents are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



Robert Sealby, Chelan County Prosecuting Attorney

DATE: 3-1-24

Dated at Wenatchee, Washington this _____ day of _____, 2024.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Date: _____

APPROVED AS TO FORM



ROBERT W. SEALBY
Prosecuting Attorney

Date: 3-1-24

APPROVED:



ERIC P. PIERSON, P.E.
Director/County Engineer

Date: 3/5/24

PAYMENT AND PERFORMANCE BONDBond No. 2353071

KNOW ALL PERSONS BY THESE PRESENTS:

That Wheeler Excavation, LLC of Benton City, WA,as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are jointly and severally held and bound unto Chelan County, Washington, in the full penal sum of:One Million One Hundred Fifteen Thousand Five Hundred Fifty Four & 00/100-----
(\$ 1,115,554.00).

We jointly and severally bind ourselves, our heirs, successors and assigns, by these presents.

WHEREAS, on the 20th day of February, 2024, the Principal executed a certain contract with Chelan County, Washington, by the terms, conditions and provisions of which, the Principal, agrees to furnish all labor, material, and equipment for certain public work, to wit:

The Principal will undertake and complete the following project:

The Chelan County Road Project No. (CRP 746) Wenatchee Heights Phase II Road Improvement Project, by constructing pulverizing existing pavement and base, pulverizing and mixing cement base, roadway excavation, crushed surfacing base course, HMA, guardrail, permanent signing, project temporary traffic control, roadside cleanup and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, and addenda thereto.

All according to the 2024 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and the plans, specifications and addenda thereto

A copy of the executed contract and all specifications plans and addenda are incorporated herein by this reference as though fully set forth herein.

NOW, THEREFORE, the conditions of this bond are such that, if the Principal shall fully and completely:

- 1) comply with and perform all the terms, conditions, and promises of the contract;
- 2) furnish all labor, materials and equipment necessary to perform all work under the contract, and do so within the time required under the contract;
- 3) indemnify, defend and hold Chelan County harmless against any and all direct or indirect claims for damages to persons or property caused by or arising from the

acts or omissions of the Contractor or any of the Contractor's employees, agents or subcontractors;

- 4) pay all persons and entities furnishing labor, materials and/or equipment for performance of any work under the contract, whether furnished directly or indirectly to the Contractor;
- 5) perform the contract according to law, and
- 6) continue to diligently and continuously perform all the foregoing conditions until final acceptance of the work by Chelan County;

THEN AND ONLY THEN, this obligation shall be null, void and fully discharged.

WITNESS our hands this 20th day of February, 2024.

Wheeler Excavation, LLC

Type or Print: Principal's Name:



Signature: Principal or Authorized Officer

Swiss Re Corporate Solutions America Insurance Cororation

Type or Print: Surety's Name



Signature: Surety or Authorized Officer-Agent

Joanne Reinkensmeyer, Attorney-in-Fact

Signature: Attorney in Fact, Surety

Hentschell & Associates, Inc.

Licensed (Resident) Agent or Surety Company

1436 S. Union Ave., Tacoma, WA 98405

Name and Address, Local Office of Agent

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS P. HENTSCHELL, BRADLEY A. ROBERTS, JULIE A. CRAKER, AND JOANNE REINKENSMAYER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of February, 20 24.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CERTIFICATE OF INSURANCE

This is to certify that the State National Insurance Co
Insurance Company

of Bedford TX 76021
City State Zip

has issued policies of insurance, as described below and identified by policy number, to the insured named below and to certify that such policies are in full force and effect at this time. Chelan County, Washington has been named as an additional named insured on all such policies. It is agreed that none of these policies may be canceled or reduced in coverage without thirty (30) days prior written notice, served by certified mail, return receipt requested, and received by Chelan County, Board of County Commissioners, 400 Douglas Street, Wenatchee, Washington.

1. Insured: Wheeler Excavation LLC
2. Address: 2007 E Highland Ext, Benton City, WA 99320
3. Status of Insured: Corporation Partnership
Individual Joint Venture
4. Location of Operations Insured: Washington
5. Description of Operations Insured: Excavation

INSURANCE POLICIES IN FORCE

Indicate Form of Coverage, Policy Number and Policy Expiration Date (if applicable)

Commercial General Liability

Policy #HLM51CL9014188 5/14/2023-5/14/2024

Automobile Liability

Policy #HLM51CL9014188 5/14/2023-5/14/2024

Railroad Protective Liability

Policies include coverage for:	<u>YES</u>	<u>NO</u>
Damage caused by blasting, collapse or structural injury or damage to underground utilities?	<u>X</u>	<u> </u>
Liability assumed in construction agreements and other types of contracts or the insured operations?	<u>X</u>	<u> </u>
All owned, hired or non-owned automotive equipment used in connection with the insured operations?	<u>X</u>	<u> </u>

LIMITS OF LIABILITYForm of Coverage

Commercial General Liability	Each Occurrence \$ <u>1,000,000</u>	General Aggregate \$ <u>2,000,000</u>
	Products & Completed Operations Aggregate \$ <u>2,000,000</u>	
	Personal & Advertising Injury Each Offence \$ <u>1,000,000</u>	
	Stop/ Gap Employers' Liability Each Accident \$ <u>1,000,000</u>	
Automobile Liability	Combined Single Limit Each Accident \$ <u>1,000,000</u>	
Railroad Protective Liability	Per Occurrence \$ <u> </u>	Per Aggregate \$ <u> </u>

Date: 2/23/2024Issued: 2/23/2024Danielle Bryant

Insurance Company/ Producer



Authorized Representative Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HENTSCHELL & ASSOC INC 1436 S. Union Ave. Tacoma WA 98405-1925		CONTACT NAME: Danielle Bryant PHONE (A/C, No, Ext): (253) 272-1151 FAX (A/C, No): (253) 272-1225 E-MAIL ADDRESS: danielleb@hentschell.com															
INSURED Wheeler Excavation, LLC. 2007 E. Highland Ext Benton City WA 99320		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: STATE NATIONAL INSURANCE CO, INC.</td> <td>010681 (A)</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: STATE NATIONAL INSURANCE CO, INC.	010681 (A)	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 23/24

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HLM51CL9014188-0	05/14/2023	05/14/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	HLM51CL9014188-0	05/14/2023	05/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Underinsured motorist BI \$ 1,000,000						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	HLM51CL9014188-0	05/14/2023	05/14/2024	Single limit limit EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
	\$						
	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA STOPGAP						
	E.L. EACH ACCIDENT \$ 1,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HLM51CL9014188-0	05/14/2023	05/14/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: #746
 Project: Wenatchee Heights Phase II Road Improvements (CRP 746)
 Blanket primary non-contributory additional insured including completed operations additional insured, Blanket Waiver of subrogation applies in favor any person or organization as per written contract per policy forms CG2032 07/04, CG2039 07/20, CG2035 07/20, CG2503 05/09, CCA001 08/22, CA 0449 11/16, CA0443 11/20, Umbrella Policy is Following Form - Chelan County Department of Public Works is included as additional Insured

CERTIFICATE HOLDER

CANCELLATION

Chelan County Department of Public Works 316 Washington Street #402 Wenatchee WA 98801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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COMMERCIAL GENERAL LIABILITY
GC 20 39 07 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)
– INCLUDING PRIMARY/NON-CONTRIBUTORY AND
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

D. PRIMARY AND NON-CONTRIBUTORY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. WAIVER OF SUBROGATION

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against an additional insured under your policy because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to an additional insured under your policy.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations. All other terms and conditions of this policy remain unchanged.

**COMMERCIAL GENERAL LIABILITY
GC 20 35 07 20**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU –
INCLUDING PRIMARY/NON-CONTRIBUTORY AND
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

D. **Primary and Non-Contributory**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. **Waiver of Subrogation**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against an additional insured under your policy because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to an additional insured under your policy.

This endorsement does not increase the applicable Limits of Insurance shown in the Declarations. All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: HLM51CL9014188-0

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Construction Project(s):**
Where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – COVERED AUTO LIABILITY COVERAGE

The following amendments refer to Paragraph **SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured**, is amended by the addition of the following:

1. Broadened Named Insured

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, and there is no other similar insurance available to that organization. However, insurance provided by this provision:

- a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the exhaustion of such policy's limits of insurance or the termination of such policy; and
- d. No newly acquired or formed organization is an insured with respect to any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employee Hired Auto

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B.5., Other Insurance, Paragraph b.** is deleted and replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1) Any covered "auto" you lease, hire, rent or borrow; and
 - 2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

If Employee Hired Autos Coverage Form CA 20 54 is attached to this policy, then the Employee Hired Autos coverage described above does not apply.

3. Employees as Insured

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

If Employees as Insured CA 99 33 is attached to this policy, then the Employees as Insured coverage described above does not apply.

4. Partners or Members as Insured

Definition includes as an "insured" a partner (if you are a partnership) or a member (if you are a limited liability company) while using a covered "auto" owned by him or her or a member of his or her household in your business affair.

If Partners or Members as Insureds CA 05 25 is attached to this policy, then the Partners or Members as Insureds coverage described above does not apply.

5. Blanket Additional Insured

Any person or organization with respect to the operation, maintenance, or use, of a covered "auto" that you are required to include as additional insured on the Coverage Form in a written agreement or written "insured contract" that is signed and executed by you before the "bodily injury" or "property damage" occurs. However, such person or organization is an insured:

- a. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written agreement or written "insured contract";
- b. Is in effect during the policy period; and
- c. Only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

Under **SECTION II – LIABILITY COVERAGE, A.2., Coverage Extensions, a. Supplementary Payments**, Paragraphs a.(2) and a.(4) are deleted and replaced by the following:

6. Supplementary Payments

- a. Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- b. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

B. SECTION III – PHYSICAL DAMAGE COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

1. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, the last paragraph under **b. Loss Of Use Expenses** is replaced as follows

2. Loss of Use Expenses

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1,950.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

3. Theft Expense

If Comprehensive Coverage is purchased on a covered "auto", and that covered "auto" is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$2,500.

4. Rental Agency Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or written agreement entered into for use of a rental vehicle in the conduct of your business:

Maximum amount we will pay for any one written contract or written agreement:

- a. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use due as a result of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- b. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and

- c. \$2,500 for administrative expenses incurred by the rental agency, as stated in the written contract or written agreement.
- d. Maximum total amount payable under Paragraphs a., b. and c. combined is \$7,500.

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes Of Loss, or Collision Coverage as provided under this Coverage Part, then coverage is extended to "autos" you hire without a driver, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

Coverage provided by this extension applies only to "autos" you hire of the private passenger type or light truck (gross vehicles weight 10,000 pounds or less) type vehicles.

If a limit for Hired Auto – Physical Damage is shown in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

6. **Personal Effects**

We will pay up to \$500 for "loss" to personal effects which are owned by an "insured"; and in or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage. For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

7. **Vehicle Vinyl Wrap**

We will pay up to \$1,000 per occurrence in any 12 months in the case of a total loss for vinyl vehicle wraps displayed on the vehicle at the time of loss.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 3.a. is replaced as follows:

8. **Airbag Coverage**

Wear and tear, freezing, mechanical or electrical breakdown. However, mechanical or electrical breakdown does not apply to the unintended discharge of an airbag. Any loss covered under this provision is excess over any other collectible insurance or warranty.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, D., Deductible**, the following is added:

9. **Glass Repair – Waiver of Deductible**

If Comprehensive Coverage or Specified Causes Of Loss Coverage is purchased on a covered "auto", no deductible shown in the Declaration applies to the cost of repairing damaged safety glass on the covered "auto(s)".

10. **Parked Auto Collision Coverage – Waiver of Deductible**

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

11. **Physical Damage Deductible – Vehicle Tracking System**

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

C. DEATH BENEFIT

1. We will pay a supplementary death benefit equal to \$10,000 per person because of death caused by an "auto" "accident" and sustained by an "insured". We will pay the benefit if death from an "auto" "accident" occurs within three years of the date of such "accident".
2. The "beneficiary" must furnish us with proof of death of the "insured", accompanied by a police report or other suitable proof.
3. Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.
4. "Beneficiary" means (in order of priority of payment):
 - a. The surviving spouse if a resident in the same household as the deceased at the time of the "accident"; or
 - b. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "accident"; or
 - c. The estate of the deceased

D. SECTION IV – BUSINESS AUTO CONDITIONS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, Paragraph 2. Concealment, Misrepresentation Or Fraud**, is amended by the addition of the following:

1. Unintentional Failure To Disclose Hazards

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph 2.a.**, is deleted and replaced with the following:

2. Duties In The Event Of Accident, Claim, Suit Or Loss

In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" after it becomes known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. A member or manager, if you are a limited liability company; or
- d. An executive officer or insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

Notice should include the following:

- a. How, when and where the "accident" or "loss" occurred;
- b. The "insured's" name and address; and
- c. To the extent possible, the names and addresses of any injured persons and witnesses. Your "employees" may know of an "accident", claim, "suit" or "loss". This will not mean that you have such knowledge of an "accident", claim, "suit" or "loss".

COMMERCIAL AUTO
CA 04 43 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

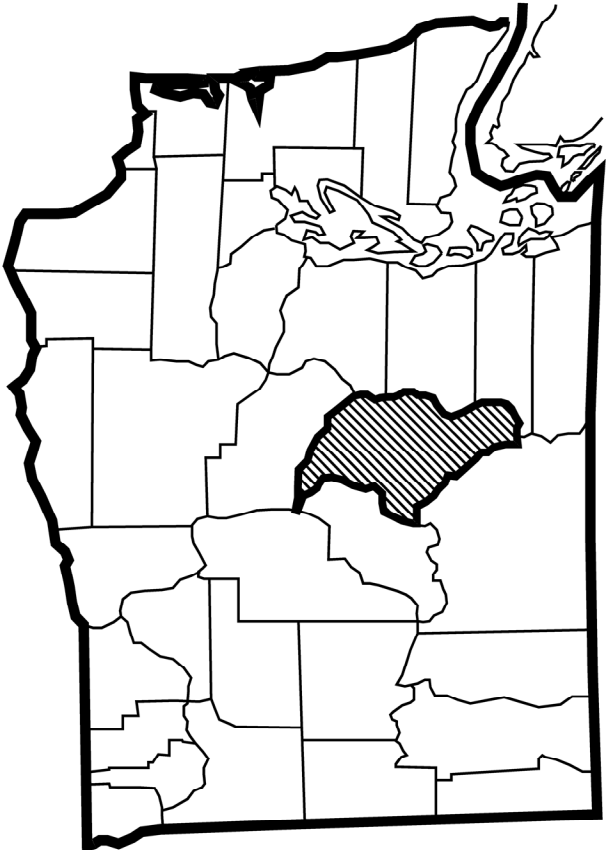
This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:


1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

BRIDGE DECK AND JOINT REHABILITATION BUNDLE

C.R.P. 747

CHELAN COUNTY, WASHINGTON





Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
509. 667. 6415
www.co.chelan.wa.us

Approved Board of County Commissioners

Date

Fed. Aid No. BHS-Z904(006)
Contract No. TA-7593

**CALL FOR BIDS
BRIDGE DECK AND JOINT REHABILITATION BUNDLE
CRP 747**

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30:00 A.M. on April 2, 2024**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for the improvement of the Chelan County Bridge Deck and Joint Rehabilitation Bundle by constructing scarifying conc. surface, modified concrete overlay, expansion joint modification, HMA, paint line removal and installation, temporary barrier, project temporary traffic control and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Project plans and specifications may be viewed at www.co.chelan.wa.us/public-works/pages/bidding-opportunities. A hard copy of the Project plans and specifications can be obtained from the office of the Chelan County Public Works Department, at 316 Washington Street, Suite 402, Wenatchee, Washington 98801. Public Works' telephone number is **509.667.6415**. A **non-refundable** \$50.00 fee is required in advance for each hard copy of the plans.

A bid deposit in the amount of 5% of the bid shall accompany each bid. Each bid shall be submitted in a sealed envelope marked on the outside as follows: **"SEALED BID FOR CRP 747, Bridge Deck and Joint Rehabilitation Bundle,"** on the outside of the envelope.

Bidders are advised to read all pertinent provisions regarding the submittal of DBE documentation.

The Board of Chelan County Commissioners reserves the right to reject any or all bids for cause.

Dated at Wenatchee, Washington this _____ day of _____, 20__.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

ATTEST: ANABEL TORRES

TIFFANY GERING, Commissioner

Clerk of the Board

Annual Certification

Chelan County

2023

General

1	During the current year the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030?	Yes
	Explanation:	
2	At any time during the current year was there a vacancy/change in the position of County Engineer? If so, were the procedures in WAC 136-12 followed?	No
	Explanation:	
3	The processing of County Road Accident Reports during the current year complied with WAC 136-28?	Yes
	Explanation:	
4	Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in the current year per WAC 136-14-020.	Yes
	Explanation:	
5	Projects to which expenditures were charged were all on the originally adopted Annual Construction Program of the Reporting year or as amended per WAC 136-16-042?	Yes
	Explanation: @TXT_AmendmentsExplanation@	
6	Attached Amendments	
7	The county's construction by county forces limit for the current computed by CRAB in accordance with RCW 36.77.065.	\$1,268,772.50
8	The actual expenditure for construction by county forces as reported in the current year Annual Construction Report.	\$80,000.00
9	Date of which a written Bridge and Inspection Report for the current year was furnished to the Legislative Authority as required by WAC 136-20-060.	2023-09-26
10	Uploaded Engineer's Stamped Cover/Title Page for the Bridge and Inspection Report	2023_Bridge_Report.pdf

Policies and Documents

Policy	WAC	Updated	Date of Current Version	Uploaded Adopting Resolution
Re: Organization	WAC 136-50-050(1)	Yes		Public Works - Table of Organization.pdf
Re: Complaint Handling	WAC 136-50-050(2)	No	2019-05-21	

Re: Work for Others	WAC 136-50-050(3)	No	1995-07-17	
Re: County Road Standards	WAC 136-50-050(4)	No	2008-08-26	
Survey Monument Preservation	WAC 136-50-050(5)	No	2022-02-08	
Priority Programming	WAC 136-14-030	No	2017-12-19	
ER & R Policy	WAC 136-600-070	Yes		ER_R___Motor_Pool_Policies_and_Procedures.pdf
ER & R Policy (Adopted Rates)	WAC 136-600-070			ESTABLISHING_EQUIPMENT_RENTALL_RATES_FOR_2023.pdf
ER & R Policy (Adopting Resolution)	WAC 136-600-070			ESTABLISHING_EQUIPMENT_RENTALL_RATES_FOR_2023.pdf

Document	WAC	Due Date	Date Of Adoption	Date Sent to CRAB
Six-Year Program	136-15-050	11/30/2151	2022-09-27	
Annual Construction Program	136-16-040 & 136-300-090	11/30/2151	2022-11-22	
CAPP Program	136-300-060	11/30/2151	2022-12-14	
Road Fund Budget Summary		11/30/2151	2022-12-14	
Maintenance Management Work Plan & Budget	136-11-040	11/30/2151	2022-12-12	
Road Levy Certification	136-150-021	11/30/2151	2023-02-07	
Certification of Diversion and Road Fund Exp. For Traffic Law Enforcement	136-150-022	11/30/2151	2023-02-28	
Engineer's Certification of Fish Barrier Removal Costs	136-150-023	11/30/2151	2023-02-24	
Certification of Road Fund Exp. for Marine Navigation and Moorage	136-150-025	11/30/2151		
Annual Construction Report	136-16-050	11/30/2151	2023-02-24	
CAPP Report	136-300-090	11/30/2151	2023-03-15	
Maintenance Management Certification	136-11-050	11/30/2151	2023-02-24	
Annual Certification	136-04-030	11/30/2151	2023-02-28	

Road Log Update	136-60-030	11/30/2151	2023-03-31	2023-03-31
PMS Certification for CAPA Eligibility	136-07-070	11/30/2151	2023-12-20	
ER & R Submittals: Adopted Rates	136-600-070	11/30/2151	2023-12-19	
ER & R Submittals: Adopting Resolution	136-600-070	11/30/2151	2023-12-19	

Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement

WAC 136-150-022

Chelan

2023

Total Road Levy

Budgeted Road Levy revenue (as listed on the Road Levy Certification - WAC 136-150-021):	\$8,897,269.00
Actual Road Levy revenue produced:	\$8,847,675.60

Road Levy Diversion

Budgeted Road Levy Diversion (as listed on the Road Levy Certification - WAC 136-150-021):	\$0.00
Actual amount of Diverted Road Levy:	\$0.00
Was Diverted Road Levy deposited in a specific and identifiable account (RCW 36.82.040):	Yes

Traffic Law Enforcement Paid by Road Fund Expenditures

Budgeted cost reimbursements and/or operating transfers from the Road Fund:	\$170,000.00
Actual total amount of cost reimbursements and/or operating transfers from the Road Fund:	\$170,000.00

Total Road Portion Traffic Law Enforcement Expenditures:	\$170,000.00
Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):	\$617,728.59

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

This form must be reviewed and certified (on the "April Engineer Certification") by:

- County Sheriff
- County Auditor OR Charter designated Chief Financial Officer
- Char, Board of County Commissioners OR County Executive

EVE 24-004



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS

316 WASHINGTON STREET

SUITE 402

WENATCHEE, WASHINGTON 98801

TELEPHONE (509) 667-6415

ERIC PIERSON, PE

DIRECTOR/COUNTY ENGINEER

RECEIVED

FEB 28 2024

CHELAN COUNTY
PUBLIC WORKS

EVENTS PERMIT

APPLICATION FOR EVENT OR ACTIVITY IN CHELAN COUNTY RIGHT-OF-WAY FEE: **\$250**Permit must be received by Chelan County Public Works Department **ONE (1) MONTH** in advance of the event/activity date

APPLICANT INFORMATION		
Applicant (Print full name): Jake Maedke		
Address: 139 E SW		
City: Ephrata	State: WA	Zip: 98823
Phone No: (509)750-0977	Email: ephratabikes@gmail.com	
ORGANIZER'S INFORMATION		
Organizer's True Name: Jake Maedke		
Address: 139 E SW		
City: Ephrata	State: WA	Zip: 98823
Phone No: (509)750-0977	Email: ephratabikes@gmail.com	
UBI Number: 603198215		
NAME OF EVENT/ACTIVITY CONTACT: Contacts must be on site during event in case they are needed by emergency responders		
Name (Print): Gran Fondo Leavenworth Bicycle Ride		
Email: ephratabikes@gmail.com		
Cell Phone Number: (509)750-0977		
Alternate Contact Person: Contacts must be on site during event in case they are needed by emergency responders		
Organizer's True Name: Karen Maedke		
Email: karenmaedke@gmail.com		
Cell Phone Number: (509)760-3620		
EVENT INFORMATION		
Name of Event/Activity: Gran Fondo Leavenworth Bicycle Ride		
Type/Description of Event/Activity: 40/80 mile bicycle ride		
Date(s) of Proposed Event/Activity: 5/19/24		
Times for Proposed Event/Activity: 8:00 am - 5:00 pm		

Describe proposed route on county right-of-way, including start and end points, assembling points, and parking (please submit a map illustrating the route and other pertinent information):

Ride starts and finishes at Peshastin Elementary School. See attached map for full course

Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity (please provide detailed information):

250 participants

Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity (please submit documentation):

Pending

Proof of authorizations from other involved jurisdictions (please submit documentation):

Pending

Name of organizer's insurance company and policy number for coverage of this event/activity (please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance policy shall be primary insure for the event/activity):

Company: McKay Insurance Inc

Policy Number: 3607AH010099-6

Describe organizer's previous experience with the conduct and administration of this type of event/activity:

15+ years promoting bicycle events. 10 years of Gran Fondo Leavenworth

Traffic plan, safety plan, race plan:

No roads will be closed and participants will be required to follow all traffic laws. WSDOT approved signs will be placed on all roads to notify traffic of "Bicycles on Roadway"

Will any road closure or lane/shoulder restrictions be needed? (Yes or No):

No

If yes, provide details:

IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.

Documentation for any requested waiver or exemption (please submit):

Other:

Plan for Event Clean-Up:

All event signage and refuse will be removed from course within 24 hours.


Applicant's Signature

2-22-24
Date and Place

Printed Name:

Jake Maedke

Title:

Event Director

For County Use Only

- ☐ Chapter 9.26 of the Chelan County Code is incorporated by this reference.
- ☐ See attached Exhibit(s) _____ - _____ for additional conditions and route modifications.
- ☐ Fire Districts notified: _____
- ☐ Permit fee of \$250.00 (copy of receipt attached).
- ☐ Payment in advance for necessary public safety personnel and equipment in the amount of \$_____ (copy of receipt and related documents attached).

Reviewed and Approved:

Permit is ☐ Approved ☐ Denied***Chelan County Public Works Department******Chelan County Sheriff's Office***

By: _____

By: _____

Date: _____

Date: _____

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department
 316 Washington St, Suite 402
 Wenatchee WA 98801

(509) 667-6415 or public.works@co.chelan.wa.us

May 19, 2024

Gran Fondo Leavenworth

Start time: 8:00 am/10:00 am

Location: Peshastin/Dryden Elementary School

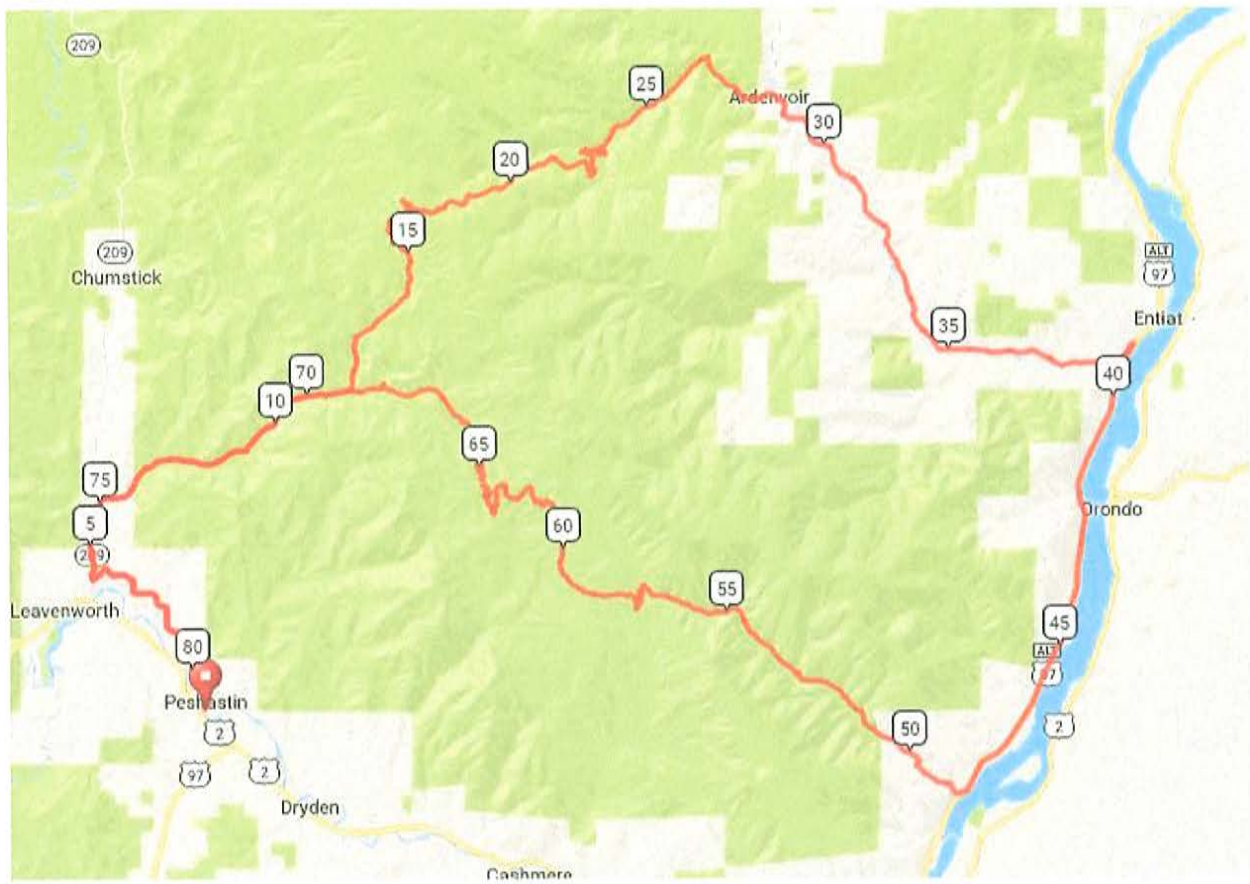
Produced in cooperation with the USDA National Forest Service, WSDOT, Chelan County, and Cascade School District.

Can be viewed online at:

Long Course: <https://ridewithgps.com/routes/20962190>

Short Course: <https://ridewithgps.com/routes/28734005>

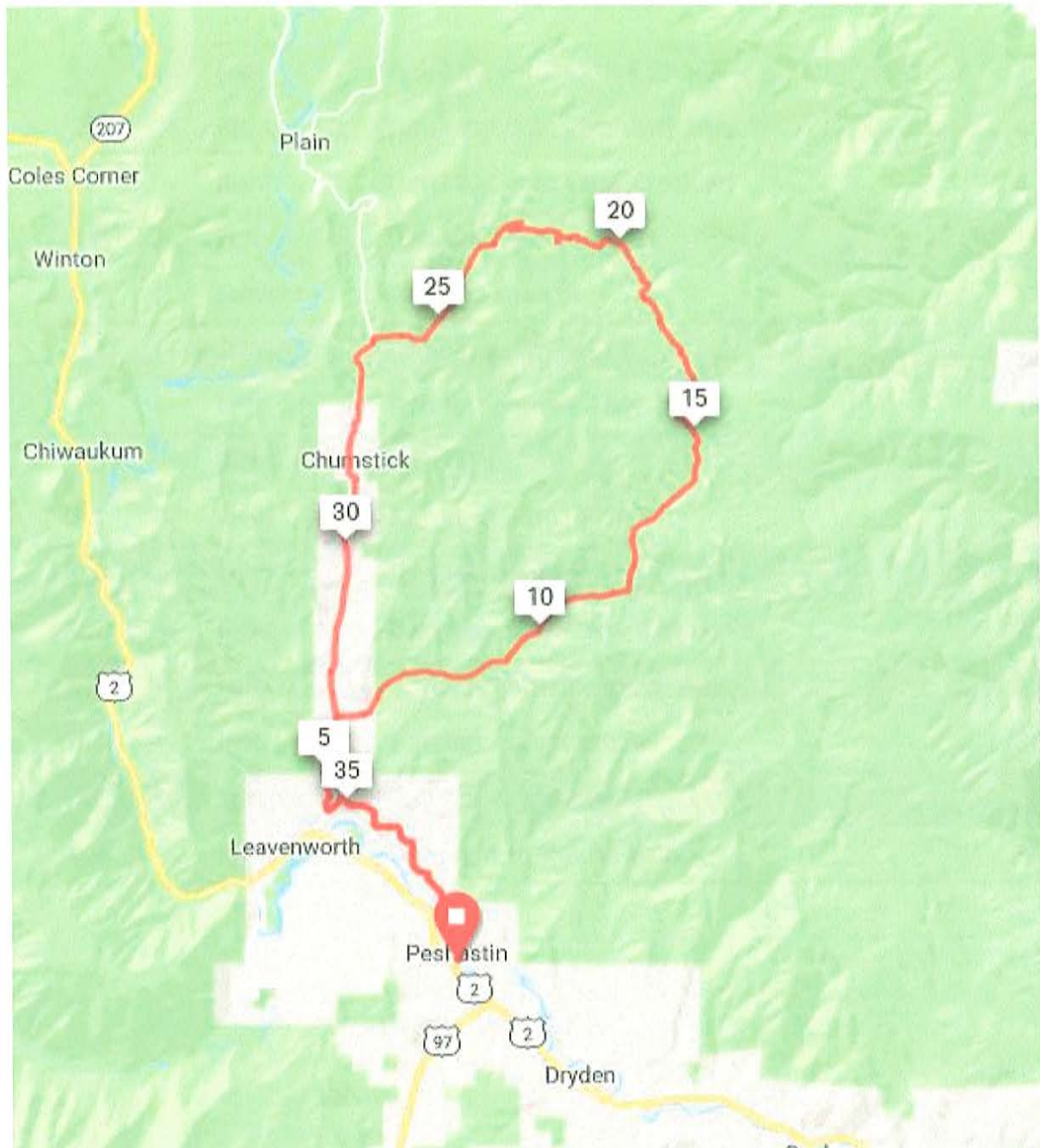
Gran Fondo Leavenworth Long Course:



Gran Fondo Leavenworth Cue Sheet
Long Course

0.6	↑	Straight	Continue onto North Rd	0.6
3.7	→	Right	Turn right onto State Hwy 209	4.3
1.7	→	Right	Turn right onto Eagle Creek Rd	6.0
5.8	←	Left	Turn left onto NF-7520	11.8
1.5	↑	Straight	Continue straight	13.3
0.1	↑	Straight	Merge onto NF-7520	13.4
3.1	←	Left	Turn left onto NF-7801	16.5
0.7	→	Right	Turn right to stay on NF-7801	17.2
0.4	→	Right	Turn right onto NF-5800	17.6
9.0	→	Right	Turn right onto Mad River Rd	26.6
1.4	←	Left	Turn left to stay on Mad River Rd	28.0
0.6	→	Right	Turn right onto Entiat River Rd	28.7
7.2	↑	Straight	Continue straight to stay on Entiat River Rd	35.9
2.2	←	Left	Turn left onto Entiat Way	38.1
0.7	→	Right	Turn right onto Shearson St	38.8
0.1	→	Right	Turn right at the 1st cross street onto US-97 ALT S	38.9
9.6	→	Right	Turn right onto Swakane Rd	48.5
2.8	←	Left	Slight left to stay on Swakane Rd	51.3
0.0	←	Left	Turn left at the 1st cross street onto NF-7415/Swakane Canyon Ln	51.4
6.3	→	Right	Turn right onto NF-7415	57.7
3.0	←	Left	Turn left onto NF-7400	60.6
2.3	←	Left	Turn left	63.0
0.9	←	Left	Turn left onto NF-7400	63.9
0.0	→	Right	Turn right onto NF-7500	63.9
5.2	↑	Straight	Continue onto Eagle Creek Rd	69.1
5.8	←	Left	Turn left onto State Hwy 209	74.9
1.7	←	Left	Turn left onto North Rd	76.6
3.7	↑	Straight	Continue onto Main St	80.3
0.4	→	Right	Turn right to stay on Main St	80.7
0.2	←	Left	Turn left onto School St	80.9

Gran Fondo Leavenworth Short Course:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Megan Stanley
McKay Insurance Agency, Inc.	PHONE (A/C, No, Ext): (641) 842-2135
106 East Main Street	FAX (A/C, No): (641) 828-2013
P O Box 151	E-MAIL ADDRESS: meg@mckayinsagency.com
Knoxville IA 50138	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Insurance Company
	INSURER B: Gerber Life Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL242264732

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	3607AH010099-6	05/19/2024	05/20/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Includes Athletic Participants						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event						PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OWNED AUTOS ONLY						
	HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
B	Accident Medical			15-070944-23	05/19/2024	05/20/2024	PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							Excess \$25,000 Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Gran Fondo Leavenworth Bicycle Ride: May 19, 2024. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

CANCELLATION

Chelan County 350 Orondo Ave Wenatchee WA 98801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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POLICY NUMBER:
3607AH010099 - 6

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION -
PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Chelan County
350 Orondo Ave
Wenatchee, WA 98801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Insured: Silent Sports Association - NBTS SE
Vicious Cycle Events, Inc.
139 E. Street SW
Ephrata, WA 98823
Event: Gran Fondo Leavenworth Bicycle Ride: May 19, 2024.



Chelan County

Department of Public Works

316 Washington St, Suite 402
Wenatchee, WA 98801
(509) 667-6415

Receipt Number: 24-00391

Payer/Payee: MAEDKE JAKE
139 SW E ST
EPHRATA WA 98823

Cashier: ROSE HOLMAN

Date: 02/28/2024

EVE 24-004 PW EVENT OR ACTIVITY IN COUNTY RIGHT-OF-WAY PERMIT

Fee Description	BARS Number	Fee Amount	Amount Paid	Fee Balance
PW - Event Permit Fee - Public Works	110.001.32240.00.000	\$125.00	\$125.00	\$0.00
PW - Event Permit Fee - Sheriff's	010.145.34210.02.000	\$125.00	\$125.00	\$0.00
		\$250.00	\$250.00	\$0.00
TOTAL PAID:		\$250.00		

Payment Method	Reference Number	Payment Amount
CHECK	Check # 1070	\$250.00
Total:		\$250.00

Notes :

Project Information

Permit #	Permit Type	Project Description	Parcel #
EVE 24-004	PW-EVENT	Gran Fondo Leavenworth Bicycle Ride	

Project Contacts

Permit #	Name	Association	Address
EVE 24-004	MAEDKE JAKE	APPLICANT	139 SW E ST, EPHRATA, WA 98823

DEPARTMENT OF COMMUNITY DEVELOPMENT
BOCC AGENDA ITEMS

March 12, 2023

10:15 A.M

Community Development Director Deanna Walter

Discussion Items:

STR Housing stock numbers (Kirsten Ryles Asst. Director)

Third amendment to Perteet contract flood plain management services.

Action Items:

Third amendment to Perteet contract flood plain management services.

2024 CALCULATIONS

Zip code area		2024 Estimated Total Housing Units	Jurisdiction	2024 Estimated Census Count of Total Housing	Housing in Uninc. County outside of UGA
98801	Wenatchee	18,491	Chelan County	38,731	
98811	Ardenvoir	33	Incorporated Chelan County	20,870	
98815	Cashmere	3,052	Unincorporated Chelan County	17,861	
98816	Chelan	5,009	Cashmere	1,284	1446
98817	Chelan Falls	141	Cashmere UGA	322	
98821	Dryden	170	Chelan	2,739	2,040
98822	Entiat	1,093	Chelan UGA	230	
98826	Leavenworth	6,128	Entiat	597	493
98828	Malaga	995	Entiat UGA	3	
98831	Manson	2,535	Leavenworth	1,483	4394
98836	Monitor	202	Leavenworth UGA	251	
			Manson UGA	1,374	1135
98847	Peshastin	882	Peshastin UGA	280	602
98852	Stehekin	161	Wenatchee	14,767	1746
		38,731	Wenatchee UGA	1,978	
			Wapato Point	68	
			Malaga	995	
			Monitor	202	

** Data used is the estimated 2023 numbers from OFM.

Area	2024 Density	Cap %	Cap #	Existing	Available		Total allow ed Str 1819
98811 Ardenvoir	33	6%	2	0	2		
98815 Total	1446	6%	87	8	77	cash+uga	
Cashmere Unincorp	1,124	6%	67	6	61		
Cashmere UGA	322	6%	19	2	17		
98816 Total	2,270	6%	118	61	56	chel +uga	
Chelan Unincorp	2,040	6%	122	60	62		
Chelan - UGA	230	6%	14	1	13		
98817 Chelan Falls	141	6%	8	1	7		
98821 Dryden	170	6%	10	1	9		
98822 Total	496	6%	30	5	25	ent +uga	
Entiat Unincorp	493	6%	30	5	25		
Entiat - UGA	3	6%	0	0	0		
98826 Total	4,394	6%	264	358	-94	all leav areas	
~Leavenworth	1,464	6%	88	141	-53		
~Lake Wenatchee	1,034	6%	62	98	-36		
~Leavenworth UGA	251	6%	0	0	0		
~Plain	1,645	6%	99	119	-20		
98828 Malaga	995	6%	60	1	59		
98831 Total	2,535	6%	152	93	59	manson + uga	
Manson unincorp	1,161	6%	68	40	28		
Manson UGA	1,374	9%	124	53	71		
98836 Monitor	202	6%	12	1	11		
98847 Total	602	6%	36	27	9	pesh +uga	
Peshastin Unincorp	322	6%	19	20	-1		
Peshastin UGA	280	0%	0	7	-7		
Stehekin							
98801 Total	3724	6%	223	13	210	wen + uga	
Wenatchee Unincorp	1746	6%	105	13	92		
Wenatchee UGA	1978	0%	0	0	0		

The 2022 density shown here is the zip code total less the incorporated areas of the city and UGA

'Leavenworth'= 98826 total -Lk Wen- UGA -Plain

*Cap # = allowable # for zip code

** Available = total cap - existing in unincorporated UGA and unincorporated county

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'Leavenworth'= 98826 total -Lk Wen- UGA -Plain

*Cap # = allowable # for zip code

** Available = total cap - existing in unincorporated UGA and unincorporated county

Third Amendment

THIS THIRD AMENDMENT is made to that Services Agreement (the "Agreement") previously executed on May 6, 2019 and amended on August 23, 2019 and November 7, 2022, by and between Chelan County, a political subdivision of the State of Washington ("County") and Perteet Inc. ("Consultant").

WHEREAS, pursuant to the Agreement, Consultant provides On-Call planning and environmental services, specifically current and long-range planning services;

WHEREAS, pursuant to Section 2(a) of the Agreement as modified by the subsequent amendments, total payment for services, including all fees and reimbursable expenses, shall not exceed \$100,000, unless such amount is modified by written mutual agreement of the parties;

WHEREAS, the Department requires additional services under this Agreement that will exceed the total payment cap of \$100,000;

WHEREAS, the Department estimates that an additional \$50,000 will be required to continue services and provide permitting support for the Department for 2024, and therefore the Department and Consultant agree that the total payment for services under Section 2(a) of the Agreement be amended to \$150,000;

WHEREAS, the Department and the Consultant agree that Appendix B be amended to include the Consultant's current rates;

NOW THEREFORE, the County and Consultant agree to amend the Agreement as follows:

- a. The total payment set forth in Section 2(a) of the Agreement shall be increased \$50,000 for permitting support for the Department for 2024.
- b. Services will be paid pursuant to the fee and cost schedule set forth in Appendix B. Total payment for services under the Agreement, including amendments, all fees and reimbursable expenses, shall not exceed \$150,000, unless such amount is modified by written mutual agreement of the parties pursuant to the provisions of this Agreement.
- c. Appendix B shall be amended to include the attached rate sheet.
- d. This amendment shall be effective March 19, 2024.

IN WITNESS WHEREOF, the parties agree to this Amendment acting by and through their duly authorized representatives.

Chelan County

Signature: Crystal L. Donner

Name/Title: Crystal L. Donner, President

Date: 03/07/2024

Perteet Inc.

Signature: _____

Name/Title: _____

Date: _____

Dated this 19th day of March, 2024

BOARD OF CHELAN COUNTY COMMISSIONERS

Kevin Overbay, Chairman

Shon Smith, Commissioner

ATTEST: Anabel Torres

Clerk of the Board

Tiffany Gering, Commissioner



PERTEET

Schedule of 2024 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2024 Hourly Rate</u>
Principal	375.00
Director	325.00
Senior Associate	275.00
Senior Engineer/Manager	240.00
Lead Engineer/Manager	200.00
Engineer III	175.00
Civil Designer II	155.00
Civil Designer I	135.00
Senior Planner/Cultural Resources Manager	190.00
Lead Planner/Manager	175.00
Cultural Resources Specialist III	155.00
Cultural Resources Specialist II	140.00
Cultural Resources Specialist I	115.00
Planner III	165.00
Planner II	155.00
Planner I	110.00
Sr. Environmental Scientist/Manager	195.00
Lead Environmental Scientist/Manager	180.00
Environmental Scientist III	150.00
Environmental Scientist II	130.00
Environmental Scientist I	110.00
Lead Technician/Designer	155.00
Technician III	140.00
Technician II	110.00
Technician I	90.00
Contract Administrator	150.00
Accountant	150.00
Graphics Specialist	150.00
Clerical	125.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

Pertee's Hourly Rates are subject to change each year on January 1st.



PERTEET

Schedule of 2024 Billing Rates

Page 2

Direct Expenses

Rate

Living & travel expenses outside of service area	Cost plus 10%
Authorized Subconsultants	Cost plus 10%
Outside Services (printing, traffic counts, etc.)	Cost plus 10%
Mileage	@ current federal rate

Construction Classifications

2024 Hourly Rate

Construction Director	350.00
Construction Supervisor	300.00
Construction Engineering Manager	245.00
Senior Construction Manager	250.00
Construction Manager	235.00
Assistant Construction Manager	200.00
Construction Engineer III	180.00
Construction Specialist II	160.00
Construction Specialist I	135.00
Senior Construction Observer	225.00
Construction Observer III	165.00
Construction Observer II	115.00
Construction Observer I	105.00
Senior Office Engineer	190.00
Senior Construction Technician	180.00
Construction Technician III	165.00
Construction Technician II	150.00
Construction Technician I	115.00

Perteet's Hourly Rates are subject to change each year on January 1st.

Chelan County Natural Resource Department
BOCC Agenda
March 12, 2024

Discussion

1. Executive session: Real Estate
2. Notice of award and execute agreement with Wenatchee Quality Welding for Leavenworth National Fish Hatchery Structure 5 picket fabrication
3. Amendment to agreement with WA Recreation and Conservation Office for Peshastin Creek rivermile (RM) 3.2 design project
4. Work Order #3 with Cascade Orchard Irrigation Company
5. Change Order with Ramos Reforestation for Nason Creek Kahler Reach habitat enhancement planting project
6. Amendment 1 to agreement with Natural Systems Design for Icicle Strategy geomorphology technical support
7. Agreement with WA Recreation and Conservation Office Fish Barrier Removal Board for Eagle Creek (Clark) fish barrier design and replacement
8. Amended and restated water right purchase and sale agreement with Miller Orchard, LLC
9. Other

Action

1. Notice of award and execute agreement with Wenatchee Quality Welding for Leavenworth National Fish Hatchery Structure 5 picket fabrication
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**Chelan County
Natural Resource Department**

March 12th, 2024

**To: Chelan County Commissioners
Wenatchee, Washington**

From: Stephen Lesky, Natural Resource Specialist

RE: Leavenworth National Hatchery Structure 5 Picket Gate Fabrication
Recommendation to Award, Execute Agreement and Issue Notice to Proceed
(Action Item)

Commissioners:

In February 2024, the Chelan County Natural Resources Department issued a request for Quotations (RFQ) to Contractors consistent with Small Works processes for the referenced project. This RFQ provides for the fabrication of twelve (12) new picket gate panels for the Leavenworth National Fish Hatchery. In response to this RFQ, Wenatchee Quality Welding LLC of Cashmere, WA provided a quote in the amount of \$39,891.44 (without WSST). Wenatchee Quality Welding LLC has provided the required pre-contract documentation listed as follows:

1. Fully Executed Agreement
2. Request for 10% retainage in lieu of Payment and Performance Bond(s) consistent with Senate Bill 5734.
4. Contractor's Certificate of Liability Insurance


The Prosecuting Attorney has provided review of the Contractor's Insurance and Agreement and is evidenced by the attached executed "Certificate of Owner's Attorney".

Based on the foregoing, recommendation is as follows:

Recommendation

It is recommended that the Chelan County Board of Commissioners execute the Agreement for the Leavenworth National Hatchery Structure 5 Picket Gate Fabrication in the Amount of \$39,891.44 (not including w.s.s.t.), and further authorize the issuance of "Notice to Proceed" with the date of notice to be determined by the Chelan County Natural Resource Department.

Respectfully Submitted,



Stephen Lesky, Natural Resource Specialist

AGREEMENT

THIS AGREEMENT, made this 13th day of February, 2024, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Wenatchee Quality Welding LLC doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to fulfill the Leavenworth National Hatchery Structure 5 Picket Gate Fabrication in accordance with the CONTRACT DOCUMENTS. Contract work includes the design, fabrication and delivery of twelve (12) new picket gates for LNFH Structure 5.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall obtain SUBSTANTIAL COMPLETION for all contracted work on or before April 15th, 2024.
4. This project is subject to PREVAILING WAGE requirements as determined by the State of Washington Department of Labor & Industries. Information and wage rate requirements for Chelan County are included in Appendix A.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices shown in the Bidder provided Quote/ Bid Proposal Form (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment". Unit prices will be multiplied by the quantity of work actually completed for each pay item on the Proposal Form. Increased or Decreased Quantities, or Changed Conditions, may alter the final payment to Contractor as outlined in Standard Specifications section 1-04.6.
6. A Contract Bond (Payment and Performance Bond) will be required. Under Senate Bill 5734, for public works contracts under \$150,000 that require performance and payment bonds, the Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.
7. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
8. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) REQUEST FOR QUOTATION
 - (B) BIDDER INFORMATION
 - (C) NON-COLLUSION DECLARATION
 - (D) CERTIFICATION REGARDING DEBARMENT
 - (E) BONDING AND CLAIMS
 - (F) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
 - (G) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
 - (H) PERFORMANCE AND PAYMENT BOND
 - (I) AGREEMENT
 - (J) QUOTE/ BID PROPOSAL
 - (K) NOTICE OF AWARD

(L) NOTICE TO PROCEED
(M) CHANGE ORDER(s)

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on _____ (insert date)

CONTRACTING AGENCY_____
SIGNATURE_____
PRINT NAME_____
TITLE (SEAL)

ATTEST:
Clerk of the Board

SIGNATURE_____
PRINT NAME_____
TITLE**CONTRACTOR**_____
SIGNATURE_____
PRINT NAME

**WENATCHEE QUALITY
WELDING, LLC.**
5830 SUNSET HWY
ADDRESS CASHMERE, WA 98815

TITLE (SEAL)

EMPLOYER ID
NUMBER: _____

ATTEST:

SIGNATURE_____
PRINT NAME_____
TITLE

Amendment to Grant Agreement

Project Sponsor: Chelan Co Natural Resource
Project Title: Peshastin RM 3.2-3.8 Design

Project Number: 22-1492P
Amendment Number: 3

Amendment Type:

Scope Change

Amendment Description:

Scope change to reduce design to Conceptual only. Chelan County and the Confederated Tribes of the Colville Reservation experienced delays in acquiring land through a BPA grant. This affected the landowner willingness to move forward with assessment and design work. Due to delays and increased design costs, the sponsor requested a scope change to complete the Conceptual Design only.

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

Project Sponsor

BY: _____
Megan Duffy

TITLE: Director

DATE: _____

Pre-approved as to form:
BY: _____ /S/
Assistant Attorney General

AGENCY: _____

BY: _____

TITLE: _____

DATE: _____

3-12-24_Natural Resources Agenda
Amendment Eligible Scope Activities

Project Sponsor: Chelan County Natural Resources Department
Project Title: Peshastin RM 3.2-3.8 Design
Program: Salmon Federal Projects

Project Number: 22-1492
Project Type: Planning
Amendment #: 3

Planning Metrics

Worksite #1, Peshastin RM 3.25

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Upper Columbia River
Spring-run ESU, Steelhead-Upper
Columbia River DPS
Bull Trout

Targeted species (non-ESU species):

7.0

Area Encompassed (acres) (B.0.b.1):

0.50

Miles of Stream and/or Shoreline Affected (B.0.b.2):

Design for Salmon restoration

Conceptual Design (B.1.b.11.a RCO)

Project Identified in a Plan or Watershed Assessment. (2457)
(B.1.b.11.a):

Priority in Recovery Plan (2458) (B.1.b.11.b):

Lower Peshastin Tributary and Reach
Assessment. 2010. Yakama Nation.
The proposed project addresses limiting
factors but is not mentioned in the
Recovery Plan. The project area is
identified in the Reach Assessment.

Agency Indirect Costs

Agency Indirect

Cascade Orchard Irrigation Company – Chelan County

RECITALS

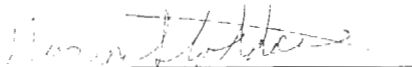
- A. The Parties to this Work Order entered into an Agreement, dated November 7, 2022, to provide services and support each other. The Agreement is incorporated into this Work Order #3.
- B. Section Two of the Agreement provides that specific services shall be identified in separate Work Orders and, unless otherwise agreed to by the Parties, those Work Orders shall be governed by the general terms of the Agreement; and
- C. The Parties seek to supplement the Agreement with this Work Order #3 as follows:

The Budget is increased by \$50,000 to continue pre-construction activities and support.
The current total budget should not exceed \$100,000.

All other terms of Work Orders #1 and #2 remain in full force and effect.

CASCADE ORCHARD IRRIGATION COMPANY

CHELAN COUNTY NATURAL
RESOURCE DEPARTMENT



NORM STODDARD, President Date



MIKE KAPUTA, Director Date

Change Order

PROJECT:

Nason Creek Kahler Reach Habitat
Enhancement Planting Project

TO CONTRACTOR:

Ramos Reforestation
PO Box 697
Longview, WA 98632

CHANGE ORDER NUMBER: 001

DATE: March 1st, 2024

CONTRACT DATE: June 20th, 2022

CONTRACT FOR: Landscape Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide all Labor, Materials, Equipment, Incidentals and other Services as required to complete Work as set forth below:

1. Time for Completion/Date of Substantial Completion

The time for completion and date of Substantial Completion is changed as follows: All final planting work shall be substantially complete before ground freeze or November 15th, 2024, whichever is sooner, unless otherwise directed by the Contracting Agency.

In accordance with the descriptions written above, Contractor Change Order Proposal and Documentation, there is no change to the total contract amount associated with this change order.

The original contract sum was	\$	35,146.65
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum will be increased by this Change Order will be	\$	0.00
The new Contract Sum including this Change Order will be:	\$	35,146.65

The Contract Time will be changed by Seven-Hundred and Thirty-one (731) Days.

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: Ramos Reforestation

Title: Chelan County Commissioner

Date:



Title: President

Date: 3/1/24



STREAM & FLOODPLAIN RESOURCE MANAGEMENT



305 FLORA STREET, BELLINGHAM, WA 98225

February 28, 2024

Chelan County Natural Resource Department

Attn: Bryan Maloney

316 Washington St. #401

Wenatchee, WA, 98801

Subject: Amendment 1 of the Consulting Agreement for the Icicle Strategy Geomorphology Technical Support effort

This scope of work will be represented as Amendment 1 to the existing Icicle Strategy Geomorphology Technical Support Consulting Agreement signed December 13, 2023. The remaining \$18,814 associated with Task 1 Icicle Creek Alluvial Water Storage Design will be re-distributed to fund the proposed work described in this Amendment. This Amendment modifies the original contract amount of \$100,284 by adding \$97,723 for a new contract total of \$198,007. The period of performance remains November 1, 2023 through October 31, 2025.

Work to be completed by NSD+CGS and has been divided into the following list of existing and new tasks and linked to specific project deliverables:

- ▶ Task 1: Project Support – TASK CLOSED
- ▶ Task 2: Project Management and Meetings
- ▶ Task 3 (New): 30% Design – Guard Station Reach
- ▶ Task 4 (New): 60% Design – Doctor Creek Reach
- ▶ Task 5 (New): Permitting Support – Doctor Creek Reach

Client:

Chelan County Natural Resources Department

Name: _____

Title: _____

Signature: _____

Date: _____

Consultant:

Natural Systems Design, Inc.

Name: JOHN M. SODENTitle: PRINCIPALSignature: [Signature]Date: 3-1-24

SCOPE OF WORK

Icicle Strategy Geomorphology Technical Support

Amendment 1. Phase 2 - Icicle Creek Habitat Enhancements Preliminary Design

Prepared by:

Natural Systems Design + Coastal Geologic Services

Prepared for:

Chelan County Natural Resources Department

February 27, 2024

PROJECT PURPOSE

NSD+CGS previously evaluated alluvial water storage restoration potential in Icicle Creek in 2023. The Chelan County Natural Resources Department (CCNRD) has requested technical services from Natural Systems Design + Coastal Geologic Services. (NSD+CGS) to develop preliminary designs for two of the reaches in Icicle Creek, which include the Doctor Creek site and the Guard Station site, corresponding to sites 3A and 4, respectively, from the 2023 feasibility assessment (see Figure 1 and Figure 2 for approximate project reach limits). Based on stakeholder feedback, CCNRD proposes to advance the two reaches to preliminary design and focus on instream habitat enhancement elements and forego larger efforts including reach-scale grade control which were previously proposed to restore alluvial water storage capacity. Based on the available budget and timeline, CCNRD proposes to advance the Doctor Creek site (site 3A) to a permit-level (60%) design and the Guard Station site (site 4) to a preliminary (30%) design. Project actions are expected to include instream roughness elements such as Engineered Logjams (ELJs) and supplemental actions such as artificial fill removal and reconfiguring of floodplain and tributary flow paths. NSD+CGS will not produce a geomorphic nor a habitat conditions assessment, but will draw on past work to develop habitat enhancement recommendations. NSD+CGS will review any new or relevant assessment work completed by others if it is available within 4 weeks or sooner after notice to proceed with the design tasks.

This scope of work will be represented as Amendment 1 to the existing Icicle Strategy Geomorphology Technical Support Consulting Agreement signed December 13, 2023. The remaining \$18,814 associated with Task 1 Icicle Creek Alluvial Water Storage Design will be re-distributed to fund the proposed work described in this Amendment. This Amendment modifies the original contract amount of \$100,284 by adding \$97,723 for a new contract total of \$198,007. The period of performance remains November 1, 2023 through October 31, 2025.

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- ▶ Task 4 (New): 60% Design – Doctor Creek Reach
- ▶ Task 5 (New): Permitting Support – Doctor Creek Reach

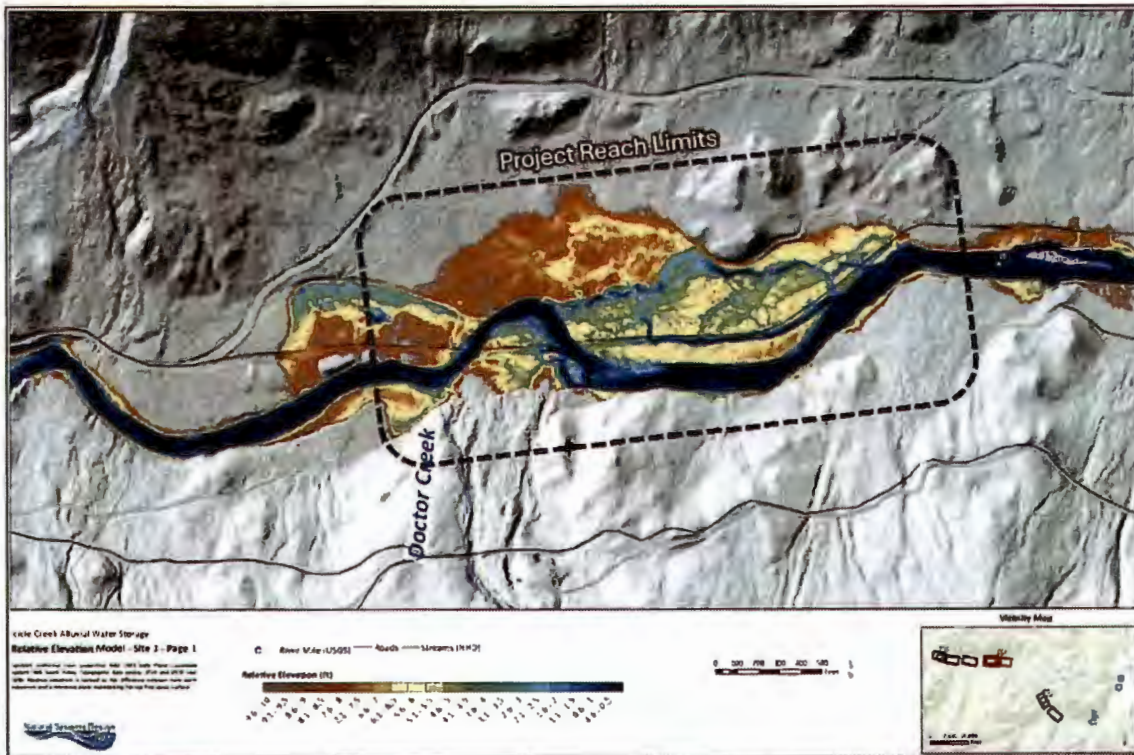


Figure 1. Approximate project limits for the Doctor Creek Site (Site 3A from the 2023 NSD+CGS assessment).

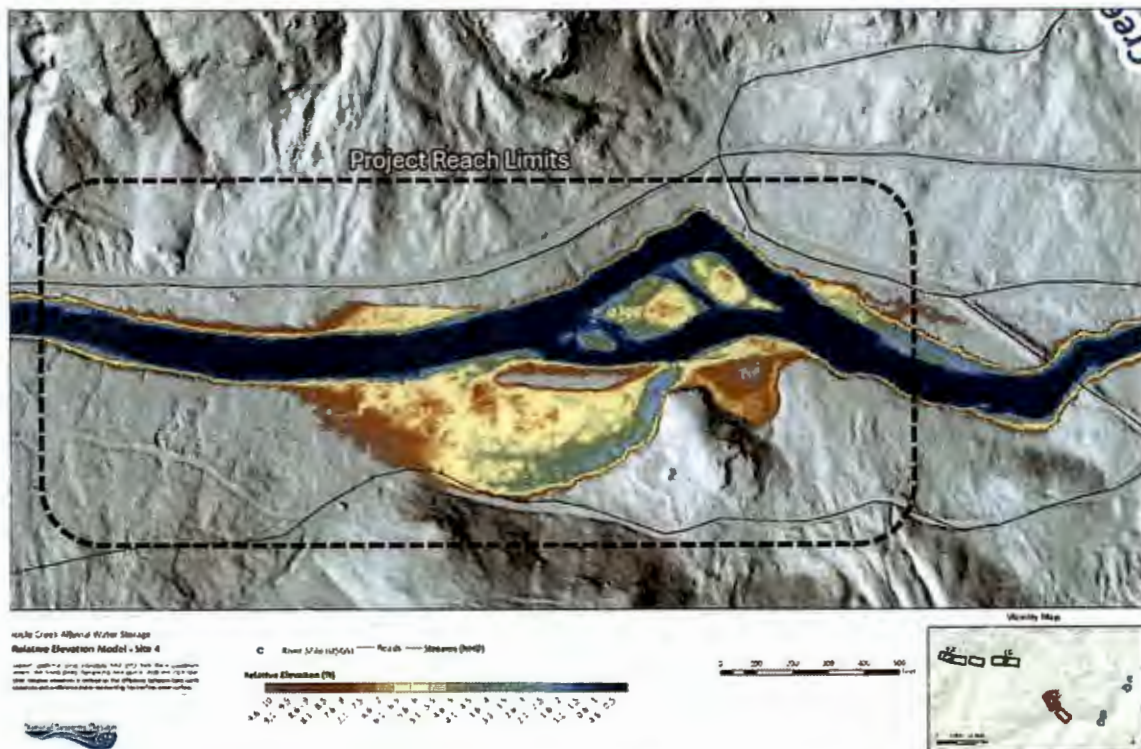


Figure 2. Approximate project limits for the Guard Station Site (Site 4 from the 2023 NSD+CGS assessment).

Task 1. Project Support

This task will be closed. The remaining funds associated with this task will be allocated to support Tasks 3, 4, and 5.

Task 2. Project Management and Meetings

Task 2 includes additional time for coordination with CCNRD over phone calls and online conferences, participation in stakeholder meetings or presentations, internal team project management, and administrative tasks such as invoicing, scheduling, and budget management.

Task 2 Deliverables

- ▶ Monthly invoices with a summary of billable activities
- ▶ Attendance at monthly virtual meetings with CCNRD and their invited attendees
- ▶ Participation and preparation for up to two online stakeholder meetings/presentations as scheduled by the CCNRD. These meetings will be to present materials at critical design milestones to get feedback and direction from the CCNRD and stakeholders.

Task 2 Assumptions

- ▶ All time will be billed within 90 days of project completion.
- ▶ We assume that we may shift funds between tasks if the actual hours worked within each task vary from the estimated hours, but the total billed fee will not exceed the quoted not to exceed project total amount.

Task 3. 30% Design – Guard Station Reach

NSD+CGS will develop a preliminary (30%) design package for the Guard Station reach. The 30% design is anticipated to include preliminary plans, a planning-level opinion of construction costs, and a brief design memorandum documenting the design decisions and associated analysis.

NSD+CGS will develop an existing conditions (EC) hydraulic model of the reach using HEC-RAS 2D software to evaluate flow depth, velocity, shear stress and inundation patterns at a representative low-flow period, a formative flow event, and the design flood event (can be the 25-year, 50-year, or 100-year flood). The existing conditions model will not be calibrated because of lack of available data and time/budget to collect necessary calibration data. As part of the design, NSD will develop a proposed conditions (PC) model that incorporates the project actions into the model mesh. The basis of design memorandum will document proposed changes in flow conditions and hydraulic parameters used in the design.

Actions at the Guard Station are expected to include mainstem ELJs, grading to remove artificial fill in the right bank floodplain, strategic grading of the floodplain to increase floodplain inundation and flow connectivity and realigning a right bank tributary to lengthen its flow path(s) and provide off-channel storage and habitat areas adjacent to the mainstem Icicle Creek.

The 30% plans are anticipated to include up to 10 sheets, including the following primary sheets:

- ▶ Existing Conditions Plan
- ▶ Proposed Conditions Plan
- ▶ Conceptual TESC and Construction Access Plan
- ▶ Profile and typical cross section for any proposed earthwork

- ▶ Preliminary structural details for ELJ(s)
- ▶ Conceptual Planting Plan

Task 3 Deliverables

- ▶ Draft and final 30% plans
- ▶ Draft and final planning-level opinion of construction costs
- ▶ Draft and final preliminary design memorandum

Task 3 Assumptions

- ▶ A geomorphic nor habitat conditions assessment is not included.
- ▶ Conceptual design nor an alternatives analysis is not included. Sketches or markups of existing figures will be shared with CCNRD to communicate the design direction, but a formal conceptual or alternatives analysis will not be produced.
- ▶ Recreational river user safety assessment is not included.
- ▶ No hydraulic structures (culverts or bridges) or infrastructure improvements/modifications are included.
- ▶ Geotechnical or groundwater exploration is not included.
- ▶ A one-day field reconnaissance of the Guard Station reach with up to four NSD+CGS staff members is included. Topographic survey is not included. The most recent lidar will serve as the basis for basemaps and hydraulic analysis.
- ▶ Expenses at the per-diem rate for mileage, lodging, and meals for field work will be included in the invoice.
- ▶ Coarse-scale hydraulic modelling is included for up to (3) flow conditions. The EC model will not be calibrated because of lack of available data.
- ▶ Up to two PC model iterations are included.
- ▶ Permitting quantities are not included.
- ▶ The design memorandum will be up to 10 pages in length and may not meet all SRFB Manual 18 Appendix D requirements.
- ▶ Construction specifications are not included.
- ▶ Revisions to the draft design based on up to one round of stakeholder or CCNRD comments is included. CCNRD will consolidate comments from all reviewers and resolve any conflicting comments prior to NSD developing a final 30% design package.

Task 4. 60% Design – Doctor Creek Reach

NSD+CGS will develop a permit-level (60%) design package for the Doctor Creek reach. The 60% design is anticipated to include permit-level plans, a planning-level opinion of construction costs, and a brief design memorandum documenting the design decisions and associated analysis.

NSD+CGS will develop an existing conditions (EC) hydraulic model of the reach using HEC-RAS 2D software to evaluate flow depth, velocity, shear stress and inundation patterns at a representative low-flow period, a formative flow event, and the design flood event (can be the 25-year, 50-year, or 100-year flood). The existing conditions model will not be calibrated because of lack of available data and time/budget to collect necessary calibration data. As part of the design, NSD will develop a proposed conditions (PC) model that incorporates the project actions into the model mesh. The basis of design memorandum will document proposed changes in flow conditions and hydraulic parameters used in the design.

Actions at the Doctor Creek site are expected to include mainstem ELJs, removal of artificial fill in the left bank floodplain associated with a historic road grade, and potentially strategic grading of the floodplain to increase floodplain inundation and flow connectivity.

The 60% plans will provide more detail than the 30% design plans at the Guard Station reach in order to provide a more accurate opinion of costs and provide the necessary permit quantities and information. The 60% plans are anticipated to include up to 15 sheets the following primary sheets:

- ▶ Existing Conditions Plan
- ▶ Proposed Conditions Plan
- ▶ Construction Access and TESC Plan
- ▶ Site Isolation and Water Management Plan
- ▶ Profile and earthwork cross sections for any proposed grading work
- ▶ Preliminary structural details for ELJ(s)
- ▶ Preliminary Planting Plan

Task 4 Deliverables

- ▶ Draft and final 60% plans
- ▶ Draft and final planning-level opinion of construction costs
- ▶ Draft and final preliminary design memorandum

Task 4 Assumptions

- ▶ A geomorphic nor habitat conditions assessment is not included.
- ▶ Conceptual design nor an alternatives analysis is not included. Sketches or markups of existing figures will be shared with CCNRD to communicate the design direction, but a formal conceptual or alternatives analysis will not be produced.
- ▶ The Doctor Creek reach plans, design memorandum, hydraulic model, and cost estimate will be a separate deliverable from the Guard Station reach design deliverable.
- ▶ Grade control structures are not included.
- ▶ A brief recreational river user safety assessment will be conducted but may not meet DNR or other agency standards.
- ▶ The design memorandum will be up to 10 pages in length and may not meet all SRFB Manual 18 Appendix D requirements.
- ▶ No hydraulic structures (culverts or bridges) or infrastructure improvements/modifications are included.
- ▶ Geotechnical or groundwater exploration is not included.
- ▶ A one-day field reconnaissance of the Doctor Creek reach with up to four NSD+CGS staff members is included. Topographic survey is not included. The most recent lidar will serve as the basis for basemaps and hydraulic analysis.
- ▶ Expenses at the per-diem rate for mileage, lodging, and meals for field work will be included in the invoice.
- ▶ Coarse-scale hydraulic modelling is included for up to (3) flow conditions. The EC model will not be calibrated because of lack of available data.
- ▶ Up to three PC model iterations are included.
- ▶ Permitting quantities are included as part of Task 5.

- ▶ Construction specifications are not included.
- ▶ Revisions to the draft design based on up to one round of stakeholder or CCNRD comments is included. CCNRD will consolidate comments from all reviewers and resolve any conflicting comments prior to NSD developing a final 60% design package.

Task 5. Permitting Support – Doctor Creek Reach

The CCNRD is leading the development of permit applications for the Doctor Creek Reach. NSD+CGS will support the Doctor Creek permitting effort with quantities, figures, input on the project narrative, and staff time to engage with permitting agencies.

Task 5 Deliverables

Deliverables will be determined in coordination with CCNRD staff but are assumed to include:

- ▶ Summary table of impact quantities (excavation, placement, etc.) to OHW or wetlands.
- ▶ JARPA formatted figures.

Task 5 Assumptions

- ▶ CCNRD will produce all permit applications. NSD+CGS is in a support role.
- ▶ Wetlands will be delineated by others and the boundaries will be provided by CCNRD for NSD to compute impact calculations from.
- ▶ NSD+CGS is not supporting NEPA or other federal land process.
- ▶ Regulated floodplain compliance coordination and analysis is not included. Since this reach is outside of a FEMA Flood Insurance Study area, it is assumed no coordination with Chelan County or FEMA is needed.

PROJECT BUDGET AND SCHEDULE

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. For the scope of services described above, we estimate that our total fee will be completed on a time and materials basis with a total estimated fee not to exceed \$97,723. This budget estimate is made based on the scope of services outlined above with a base cost of \$116,537. Existing unspent funds from Task 1 (\$18,814) will be re-distributed to fund Amendment 1 which adjusts the Amendment 1 total value to \$97,723. It is our understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement.

The period of performance for this Amendment 1 is expected to be November 1, 2023 through October 31, 2025.

Table 1 – Project budget and schedule

DESCRIPTION	BEGINNING DATE	ENDING DATE	SUB TOTAL (\$)
Task 1. Project Support	NA	NA	\$0
Task 2: Project Management and Meetings	April 2024	December 2024	12,413
Task 3: 30% Design – Guard Station Reach	April 2024	December 2024	\$39,835
Task 4: 60% Design – Doctor Creek Reach	April 2024	December 2024	\$59,311

CCNRD • AMENDMENT 1 – PHASE 2 ICICLE CREEK HABITAT ENHANCEMENTS PRELIMINARY DESIGN

DESCRIPTION	BEGINNING DATE	ENDING DATE	SUB TOTAL (\$)
Task 5: Permitting Support – Doctor Creek Reach	September 2024	December 2024	\$4,978
AMENDMENT 1 ESTIMATED SUB-TOTAL			\$116,537
Existing Funds Task 1 Allocated to Amendment 1			-\$18,814
FINAL AMENDMENT 1 TOTAL			\$97,723



4: Scope, Budget and Work Breakdown Structure

Job Number:

0

Client:

Chelan County Natural Resource Department

Job Name:

Icicle Creek Habitat Enhancement Prelim Design -
Amendment 1

PM:

Katz

Owner:

Bryan Maloney

Date:

2/27/2024

Billing Rate		\$288.00	\$249.00	\$187.00	\$218.00	\$181.00	\$105.00				
Staff Name Staff Level (below):		Tim A (Senior Principal Scientist)	John S (Principal Scientist)	Scott K (Project Scientist)	Evan D (Senior Engineer)	Mary P (Staff Engineer)	Kay M (Senior Admin Support)	(Billing Rate)			
Task	Task Description							Total Hours	Labor Cost	Expenses	Total Cost
2 Task 2: 30% Design – Guard Station Reach											
2.1	PM		2	16			6	24	\$ 4,120.00	\$ 943.13	\$ 5,063.13
2.2	Two agency meetings		4	8	4			14	\$ 2,990.00		\$ 2,990.00
2.3	CCNRD meetings		8	8	4			20	\$ 4,360.00		\$ 4,360.00
Subtotals		0	14	30	8	0	6	58	\$ 11,470.00	\$ 943.13	\$ 12,413.13
3 Task 3: 60% Design – Doctor Creek Reach											
3.1	Field reconnaissance		12	12	12	12		48	\$ 9,780.00	\$ 943.13	\$ 10,723.13
3.2	EC Modeling			2	4	24		30	\$ 5,110.00		\$ 5,110.00
3.3	PC Modeling	1		2	4	24		31	\$ 5,396.00		\$ 5,396.00
3.4	Plans	2	2	10	4	30		48	\$ 8,642.00		\$ 8,642.00
3.5	BOD	1	2	12	12	12		39	\$ 7,576.00		\$ 7,576.00
3.6	Review Revisions		2	2	4	4		12	\$ 2,388.00		\$ 2,388.00
Subtotals		4	18	40	40	106	0	208	\$ 38,892.00	\$ 943.13	\$ 39,835.13
4 Task 4: Permitting Support – Doctor Creek Reach											
4.1	Field reconnaissance		12	12	12	12		48	\$ 9,780.00		\$ 9,780.00
4.2	EC Modeling			2	4	24		30	\$ 5,110.00		\$ 5,110.00
4.3	PC Modeling	1		8	10	40		59	\$ 10,402.00		\$ 10,402.00
4.4	Plans	2	2	22	12	55		93	\$ 16,655.00		\$ 16,655.00
4.5	BOD	1	2	22	22	22		69	\$ 13,236.00		\$ 13,236.00
4.6	Review Revisions	1	2	4	6	8		21	\$ 4,128.00		\$ 4,128.00
Subtotals		5	18	70	66	161	0	320	\$ 59,311.00	\$ -	\$ 59,311.00
5 Task 5											
5.1	Permitting Support		7	8	6	5		24	\$ 4,978.00		\$ 4,978.00
Subtotals		0	7	8	6	5	0	24	\$ 4,978.00	\$ -	\$ 4,978.00
Grand Totals											
Grand Totals		9	57	146	120	272	6	610	\$ 114,651.00	\$ 1,886.25	\$ 116,537.25

Project Sponsor: Chelan County Natural Resources Department
Project Title: Eagle Creek Barrier Design & Replacement 601620

Project Number: 21-1438R
Approval Date: 07/01/2023

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and by and through the Chelan County Natural Resources Department (Sponsor, and primary Sponsor), 411 Washington St Ste 201, Wenatchee, WA 98801, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

We are proposing design and replacement of a fish passage barrier in Eagle Creek, as part of a greater effort to restore full passage to all of Eagle Creek. We are requesting \$354,199 to cover the cost for complete design (conceptual, preliminary, final), construction, and implementation of the new crossing structure (at WDFW site 601620). This restoration project will occur on Eagle Creek, an important tributary in the Chumstick Creek watershed. Only five fish passage barriers exist downstream of the project location, which are either funded for replacement (603905) or being designed for replacement (603922, 603923, 603924, and 600306). Therefore, this project would open full access to 0.31 miles of Eagle Creek after all proposed projects are completed. Upstream, two fish passage barriers exist between the project location and River Mile (RM) 2.1. However, these barriers are likely to be replaced soon through FFFPP (601643 & 601646). Therefore, this project is pivotal to opening full fish passage up to RM 2.1 of Eagle Creek.

This project would open up quality habitat in Eagle Creek for steelhead, Chinook, and coho salmon. The Eagle Creek drainage contains 14.0 river miles of intrinsic potential habitat for steelhead and 5.7 river miles of intrinsic potential habitat for Chinook salmon. Additionally, Eagle Creek provides complex habitat, beneficial substrate, cool water, and riparian, thermal, and instream cover.

PERIOD OF PERFORMANCE

The period of performance begins on January 1, 2024 (project start date) and ends on June 30, 2026 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this restoration project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specific in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$354,199.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - BA Fish Barrier Removal Board	85.00%	\$354,199.00	State
Project Sponsor	15.00%	\$62,506.00	
Total Project Cost	100.00%	\$416,705.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Brian Abbott Fish Barrier Removal Board -Manual 22
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

SPECIAL CONDITIONS

WDFW TECHNICAL REVIEW FOR DESIGN

This project is conditioned for review and approval at each of the three planning stages identified in Manual 22, Appendix C, by the BAFBRB Technical Review Team. This includes the Correction and Analysis Form prior to advancing to preliminary design on any given alternative, both feasibility and alternatives analysis deliverables and preliminary design and design report before the sponsor submits permits and advances to final design, and final for final design and all supporting technical documents per Manual 22 Appendix C prior to RCO releasing funds for construction. The BAFBRB Technical Review process typically takes between 30 to 90 days. Please account for this review timing in your project delivery schedule.

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): Area of Potential Effect

State - RCO Lead: Proceed under an IDP: No cultural resources work is required for this scope of work, the project may proceed in accordance with RCO's Inadvertent Discovery Plan. Future project actions or any changes to the scope of work may require cultural resources survey.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Bryan Maloney
Natural Resources Specialist
411 Washington St, Suite 201
Wenatchee, WA 98847
bryan.maloney@co.chelan.wa.us

RCO Contact

John Foltz
PO Box 40917
Olympia, WA 98504-0917
john.foltz@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 21-1438, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Chelan County Natural Resources Department

By: _____

Date: _____

Name (printed): _____

Title: _____

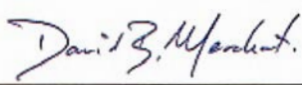
State of Washington Recreation and Conservation Office

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: 
Assistant Attorney GeneralDate: 10/26/2023

Project Sponsor: Chelan County Natural Resources Department
Project Title: Eagle Creek Barrier Design & Replacement 601620

Project Number: 21-1438R
Approval Date: 07/01/2023

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Restoration Metrics

Worksite #1, Barrier # 601620

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Upper Columbia River Spring-run ESU, Steelhead-Upper Columbia River DPS

Targeted species (non-ESU species):

Unknown

Type Of Monitoring (C.0.d.1):

Implementation Monitoring

Fish Passage Improvement

Miles Of Stream Made Accessible (FBRB):

0.31
Changed from 0.15 miles to 0.31 miles between application and agreement as upstream barrier (site FPDSI# 603900) was corrected in 2023 (JF).

Miles Of Stream Made Accessible (SRFB) (C.2.b.1):

0.00
Changed from 0.15 miles to 0 miles between application and agreement as there are multiple partial downstream barriers (JF).

Type Of Barrier (C.2.b.3):

Culvert

Culvert installed or improved (C.2.f.1)

Number of culverts (C.2.f.2):

1

Miles of stream made accessible by culvert installation/repair (C.2.f.3):

0.31
Changed from 2.60 miles to 0.31 miles between application and agreement as upstream barrier (site FPDSI# 603900) was corrected in 2023 (JF).

This passage barrier is located on Eagle Creek approximately 0.7 miles upstream from the confluence with Chumstick Creek. Five fish passage barriers exist downstream, between the project location and the confluence with Chumstick Creek (see attachment titled "Eagle Crk Overview Map" for overview). The lowest barrier (603905) is slated for replacement in 2022 through FFFPP funding. We are applying for FBRB funding (21-1412) to replace the other four downstream barriers (603922, 603923, 603924, 600306). Therefore, this project would open full access to over 0.7 miles of Eagle Creek. Three partial fish passage barriers exist upstream between River Mile (RM) 0.7 and 2.1. However, one of these barriers (603900) is funded for replacement through FFFPP funding in 2023. Two of the other barriers are high on the FFFPP list (601643 & 601646), and we anticipate they will be funded for replacement in the next grant round (2022). Therefore, funding this culvert for replacement is pivotal to opening full fish passage up to RM 2.1 of Eagle Creek. Another four partial fish passage barriers exist between RM 2.1 and 3.3, where a full passage barrier exists at site 608267. Therefore, funding this culvert replacement will provide partial fish passage up to RM 3.3.

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: Chelan County Natural Resources Department

Project Number: 21-1438R

Project Title: Eagle Creek Barrier Design & Replacement 601620

Approval Date: 07/01/2023

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	01/01/2024	
	Special Conditions Met	07/01/2024	TRT Correction Analysis Form or Alternatives Analysis Review and Approval Complete (See Special Condition #2).
	Annual Project Billing Due	07/01/2024	
	Progress Report Due	07/31/2024	
	Cultural Resources Complete	09/01/2024	Must occur prior to beginning ground disturbance; RCO will advise (See Special Condition #1).
	Preliminary Design to RCO	10/01/2024	
	Special Conditions Met	12/01/2024	TRT Preliminary Design Review and Approval Complete (See Special Condition #2).
	Applied for Permits	12/31/2024	
	Final Design to RCO	01/31/2025	
	Progress Report Due	01/31/2025	
	Special Conditions Met	03/01/2025	TRT Final Design Review and Approval Complete (See Special Condition #2).
	Bid Awarded/Contractor Hired	03/30/2025	
	Permits Complete	03/31/2025	
	Landowner Agreement to RCO	04/01/2025	
	Annual Project Billing Due	07/01/2025	
	Progress Report Due	07/31/2025	
	Restoration Started	09/01/2025	
	Restoration Complete	11/30/2025	
	RCO Final Inspection	12/15/2025	
	Other	12/31/2025	As-built drawings to RCO (if completed project differs from final designs).
	Funding Acknowledgment Sign Posted	12/31/2025	Required. Provided by RCO.
	Progress Report Due	01/31/2026	
	Final Billing Due	05/30/2026	Up to 90 days from Agreement End Date to submit final invoice.
	Final Report Due	06/30/2026	
	Agreement End Date	06/30/2026	PROJECT CLOSING. All expenditures must be prior to this date.

Project Sponsor: Chelan County Natural Resources Department
Project Title: Eagle Creek Barrier Design & Replacement 601620

Project Number: 21-1438R
Approval Date: 07/01/2023

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 12/14/2023.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this

reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for

whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend

at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources** are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- G. **Inadvertent Discovery**

3-12-24_Natural Resources Agenda

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement

may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such

commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner

agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
 - 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules.

including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor'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.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application

for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

AMENDED AND RESTATED WATER RIGHT PURCHASE AND SALE AGREEMENT

This Water Right Purchase and Sale Agreement (the “Agreement”) is entered into this date by and between Chelan County, a Washington State Municipal Corporation (Buyer/Grantee) and Miller Orchards, LLC (Seller/Grantor), sometimes collectively referred to as the “Parties”, or individually, a “Party”. The Parties agree as follows:

1. **Agreement/Property.** Buyer agrees to buy and Seller agrees to sell and transfer all or portions of the subject rights as described below. In addition, Seller agrees to cooperate as described below with water right change applications as required for this transaction by the Washington State Department of Ecology (Department of Ecology).
2. **Intent of Transaction.** Buyer intends to acquire Seller’s water rights for the purpose of transferring said rights into the Department of Ecology’s Trust Water Program subject to an extent and validity determination. Trusted water rights will subsequently be used for instream flow and mitigation of new uses. Following the transfer, Seller will fallow 7.17 acres of land for which the subject water rights are appurtenant (referred to herein as “7.17 acres”).
3. **Description of Water Rights – Background.** Seller’s water rights are referenced by Washington State Department of Ecology (DOE) Surface Water Claim No. S4-057797CL and a standby/reserve groundwater right that is non-additive to the surface water claim and identified as DOE Groundwater Water Claim No. G4-057798CL. The subject Surface Water Claim No. S4-057797CL indicates a date of first use as 1913 and asserts the use of 3.585 Miners inches and 36.57 acre-feet per year of water for irrigation of 7.17 acres located within:

SW ¼ NW ¼ NW ¼ SW ¼ Section 32, T. 23 N., R. 19, E.W.M., also all that portion of NW ¼ NW ¼ Section 32, T. 23 N. R. 19 E.W.M., lying between Mission Creek and the County Road, and the South of a line which intersects the Section line between and above section a distance of 1322 feet, south of the section corner at the Northwest of said section 32, and running north 87° 45’ west and south 87° 45’ east.

The subject Groundwater Claim No. G4-057798CL indicates a date of first use as 1924 and asserts the use of 90 gallons per minute (gpm) and 34 acre-feet per year of water from a well located within the SW¼ NW¼ of Section 32, Township 23 N., Range 19 E.W.M. for irrigation of 8 acres. This right is an alternate/standby supply for Surface Water Claim S4-057797CL (7.17 acres, being purchased) and for Surface Water Claim S4-118425CL (0.83 acres, not being purchased) within the following legal description:

SW¼ NW¼ NW¼ SW¼ Sec. 32 T 23 N., R 19 E.W.M. also all that portion of NW¼ NW¼ Sec. 32 T 23 N., R 19 E.W.M., lying between Mission Creek and the County Road, and the South of a line which intersects the Section line between and above section a distance of 1,322 feet, south of the section corner at the Northwest of said Section 32, and running north 87°45’ west and south 87°45’ east. E¼ SE¼ NE¼ Sec. 31, T 23 N., R 19 E.W.M. also all that portion of NE¼ of NE¼ of Sec. 31 T 23 N., R 19 E.W.M., lying between Mission Creek and the county road and South of a line which intersects the section Line between the above sections a distance of 1,322 feet south at the northwest corner of the section corner of Sec. 32 and running north 87°45’ west and south 87°45’ east.

Seller is the partial-owner of Surface Water Claim No. S4-118425CL, which asserts the use of irrigation for 16 acres, with an authorized place of use overlapping the 7.17 acres to which Surface Water Claim No. S4-057797CL and Groundwater Claim No. G4-057798CL are appurtenant and whose authority is being purchased herein. The balance of up to 8.83 acres are appurtenant to other lands.

Buyer is agreeing to purchase, and Seller is agreeing to sell, only those water rights identified as Surface Water Claim No. S4-057797CL and that associated portion of Groundwater Claim No. G4-057798CL for irrigation of 7.17 acres. Seller will retain 0.83 acres of Groundwater Claim No. G4-057798CL at this time, but it will also be transferred to trust for future sale or mitigation. Buyer is not purchasing any part of Surface Water Claim No. S4-118425CL. In order for the Buyer to acquire the Seller's water rights, Department of Ecology is requiring that any overlapping water rights (i.e. S4-118425CL) be subject to a change application to modify the authorized place of use to remove the 7.17 acres of authority being acquired.

The bulk of the above-described place of use for Surface Water Claim No. S4-057797CL and Groundwater Claim No. G4-057798CL occurs within Chelan Co. Parcels No. 23-19-32-220-200 (shown in **bold** below). However, there are eleven (11) total parcels implicated in this purchase because of slight overlap in the authorized place of use relative to County-mapped parcel boundaries as shown in the table below and shown on the map attached as Exhibit "2".

Parcel No.	Owner
231932220200	MILLER ORCHARD LLC
231932220150	MILLER ORCHARD LLC
231932220100	OLIVIER, LINDA
231932220075	PENNINGTON, JOSEPH A
231932220055	MILLER ORCHARD LLC
231932220050	MILLER, SAM A
231932230050	BEAR GULCH ORCHARDS LLC
231932230100	MILLER ORCHARD LLC
231932320100	MILLER, SHEREL E
231931410030	VALERI PATRICK N & DESILEE C
231931410040	DILLY STEVEN E

Of the parcels noted above, the Seller owns or controls the parcels designated as Miller Orchard and Bear Gulch Orchards, LLC. In each case of the non-owned/controlled parcels, the Seller asserts they can obtain signature on a change application. The Buyer and Seller agree that the claimed place of use is slightly offset to the southeast relative to the actual 7.17 acres for which the subject water rights are appurtenant, and that following this transaction will no longer have water rights and will be fallowed. The actual 7.17 acres of fallowed land associated with Claim Nos. S4-057797CL, G4-057798CL is within Parcels 23-19-32-220-200 and 23-19-32-220-150 as shown in attached Exhibit "2".

The authorized place of use for S4-118425CL overlaps thirteen (13) parcels and with seven (7) unique owners as shown in the table below and shown on the map attached as Exhibit “3”.

Parcel No.	Owner
231932220200	MILLER ORCHARD LLC
231932220150	MILLER ORCHARD LLC
231932220100	OLIVIER, LINDA
231932220075	PENNINGTON, JOSEPH A
231932220055	MILLER ORCHARD LLC
231932230100	MILLER ORCHARD LLC
231932220050	MILLER, SAM A
231930440000	MACHTLEY, KENNETH A SR
231930440050	MACHTLEY, KENNETH A SR
231931110210	MACHTLEY, KENNETH A SR
231931110155	PLOTZ, JOHN W & MOIRA
231931110200	MACHTLEY, KENNETH A SR
231931400050	U.S. BUREAU OF RECLAMATION

Of the parcels noted above, the Seller owns or controls the parcels designated as Miller Orchard LLC. In each case of the non-owned/controlled parcels, the Seller asserts they can obtain signatures on a change application.

Buyer intends to transfer all of Surface Water Claim No. S4-057797CL into the Trust Water Program. The full water right represented by Groundwater Claim No. G4-057798CL, consisting of 34 acre-feet per year for irrigation of 8 acres, shall also be transferred into the Trust Water Program, with Seller retaining ownership of the 0.83 acres in Trust not purchased by Buyer at this time, but may be implicated in a future transaction with the Buyer and/or used as future mitigation by the Seller.

4. Seller's Required Documentation. Documentation to be provided by Seller to Buyer includes the following:

4.1 Copy of Registered Water Right Claim Nos. S4-057797CL, G4-057798CL and S4-118425CL.

4.2 All available Department of Ecology (Ecology) files associated with Water Right Claim Nos. S4-057797CL, G4-057798CL and S4-118425CL.

4.3 Evidence of clear title to applicable property and the ability to sever the right from the land to which it is appurtenant for the intended uses.

4.4 Evidence of irrigation methods to support beneficial use under the subject claims, including but not limited to crop insurance maps, evidence of crop type, evidence of sprinkler type, pump information, pump run times, irrigation set durations, power data, etc.

4.5 Other applicable documentation as may be reasonably requested by Buyer, including where needed signatures of Linda Olivier, Sam Miller, Joseph Pennington, Sherel E. Miller, Valeri Patrick and C. Desilee, Steven E. Dilly, Kenneth A. Machtley, and John or Moira Plotz, evidencing their support of the water right applications required for this transaction for Water Right Claim Nos. S4-057797CL, G4-057798CL and S4-118425CL, along with evidence of authority to sell from Miller Orchard, LLC and a release of interest by Bear Gulch Orchards, LLC.

5. Purchase Price. The agreed purchase price is \$40,000/acre-foot for each valid acre-foot of water approved by Ecology for transfer to the intended purposes. The County's intent is to purchase each and every valid acre-foot of water found to be valid by Ecology and for which clear title can be provided. While it is understood by the Parties that the intent of this transaction is to maximize the transferred quantity of water available in accordance with Ecology guidance, in the event the Department or a judicial body upon appeal finds the Seller's Water Rights available for sale totals less than 3.585 Miners inches and 36.57 acre-feet per year for irrigation of 7.17 acres, then the purchase price shall be proportionately reduced on an acre-foot or Miners inch basis, whichever is lower. For example, we note that the claimed water duty is based on historic flood/rill irrigation which is inconsistent with longstanding irrigation practices and unlikely to be recognized as valid by Ecology. A current water duty of 4.2 acre-feet/acre is likely supportable under Ecology guidance which would equate to \$1,204,560 for 30.114 acre-feet for irrigation of 7.17 acres.

6. Earnest Money. Upon execution of this Agreement, Buyer shall deposit \$10,000.00 with the "Closing Agent" identified below. Said funds shall be held in trust with the Closing Agent and applied to the purchase price at closing.

7. Contingency. Buyer's obligation to purchase the water rights described in this Agreement is contingent upon award and receipt by Buyer of grant funding from the Washington State Department of Ecology sufficient to allow purchase of those water rights.

8. Conveyance. Upon receipt of payment in full, Seller shall convey to Buyer title to the subject water rights via a Statutory Warranty Deed (draft attached as Exhibit "1").

9. Water Right Change/Transfer Costs. In addition to the agreed purchase price, Buyer shall pay all costs associated with preparing and facilitating water right change/transfer applications required for this transaction including, but not limited to, consultant costs, application fees, excise taxes, recording fees, legal fees etc. The parties agree that Seller shall be entitled to up to \$10,000 from the Buyer to cover review of Buyer-prepared and Ecology-reviewed water right change/transfer documents performed by Marquis Law Office PLLC.

10. Representations and Warranties. Seller represents that the claimed 7.17 acres have been continuously irrigated without any five-year interruption in use, and not subject to curtailment due to instream flows. Seller shall convey the rights free and clear of any encumbrances by statutory warranty deed subject only to the terms of the Ecology-approved water right transfer authorization.

11. County Authority. Buyer has the authority to enter into this Agreement as a municipal entity with responsibility for managing water within its jurisdiction as per RCW 36.32, RCW 36.70, and 36.96.

12. Due Diligence. Seller has or shall provide to Buyer copies of all documents and materials pertaining to the subject water rights to the extent they are within the Seller's possession or control, including, but not limited to, those documents identified in Section 4.

13. Termination. Buyer shall have the right to terminate this Agreement in the event that the change authorization differs substantially from that which is anticipated by this Agreement. In such an event, the Closing Agent shall return the Earnest Money to the Buyer.

14. Closing.

14.1 "Closing" shall mean the date on which all documents are recorded and the net proceeds are available for disbursement to the Seller.

14.2 Pioneer Title Company shall act as closing agent for this agreement unless the parties agree to some other closing agent. Closing agent shall collect and exchange all documents necessary to affect the transfer as contemplated herein. Closing shall take place within two weeks of the transfer authority becoming final and no longer subject to appeal.

14.3 At Closing, the parties agree to sign all documents reasonably necessary to transfer the Water Rights to the Buyer or Buyer's designee, including, but not limited, to a Statutory Warranty Deed and real estate excise tax affidavit.

14.4 Buyer shall deliver to the Closing Agent a cashier's check or equivalent verified funds necessary to complete the purchase in accordance with this Agreement.

15. Post-Closing. After Closing, Seller agrees that 7.17 acres of irrigated land authorized by the combined authority under S4-057797CL (purchasing in its entirety), G4-057798CL (purchasing 7.17 acres of the 8.0 total authority), and S4-118425CL (not purchased, but for which overlapping authority exists) will be fallowed. Furthermore, the 7.17 acres of irrigation being purchased will be removed from the place of use of the Seller-retained portions of G4-057798CL and S4-118425CL. Finally, pursuant to Ecology Policy 1120 on Tentative Determinations, the extent and validity of G4-057798CL and S4-118425CL will be determined as part of this transaction and change authorizations will be updated accordingly.

16. Cooperation. Seller and Buyer agree to cooperate, pre- or post-closing, in the preparation, execution and filing of all documents or materials needed in order to carry out the intent of the Parties as described in this Agreement.

17. Assignment. The Buyer may assign this Agreement to an affiliate, but may not otherwise assign this agreement without the advance written consent of the Seller, which consent shall not be unreasonably withheld. Seller may not assign this Agreement without the advance written consent of the Buyer.

18. Time is of the Essence. Time is of the essence in this Agreement.

19. Counterpart/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or facsimile. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same

as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.

20. Attorney's Fees. If either Party should have to bring legal action to enforce any provision of this Agreement the prevailing party shall be entitled to recover their costs and attorney fees in such action or enforcement.

21. Representation. Each party has had the opportunity to have this agreement reviewed by their own counsel. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

22. Governing Law and Venue. The laws of the State of Washington shall govern the validity, enforcement, and interpretation of this Agreement. The venue of any legal action shall be in Chelan County, Washington.

23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns.

24. Entire Agreement. This Amended and Restated Agreement contains the entire agreement and amends and restates in its entirety the Water Right Purchase and Sale Agreement between the Parties dated 12/06/2023. There are no other agreements, warranties, or understandings, written or oral between the Parties. Amendments to this Agreement shall be written and signed by both Parties.

25. Signature Authority. Each of the individuals signing below represent and warrant that they have the authority to sign this Agreement and that the Agreement is binding on the entity for which they are signing.

26. Effective Date. The effective date of this Agreement shall be the date of the last signature below.

BUYER:

By: _____

Name: _____

Title: _____

Date: _____

SELLER: MILLER ORCHARD, LLC

By: Kameron Miller

Name: K.

Title: owner

Date: 5-6-24

Exhibit “1”

In Return Address:
Mr. Robert Siderius
Jeffers, Danielson, Sonn & Aylward, PS
2600 Chester Kimm Road
Wenatchee, WA 98801

**STATUTORY WARRANTY DEED
(For Water Rights)**

Grantor: Miller Orchards, LLC, a Washington Limited Liability Company (“Grantor”)
Grantee: Chelan County, a Washington Municipal Corporation
Water Right Claim S4-057797CL and G4-057798CL (attached), in Chelan County, WA.
Tax Parcel Nos. 23-19-32-220-200, 23-19-32-220-055, 23-19-29-330-261 and 23-19-32-220-050

GRANTOR, Miller Orchards, LLC, a Washington limited liability company, is the owner of real property located in Chelan County and legally described as follows:

- a. 23-19-32-220-200
 - i. UNASSIGNED
CASHMERE, WA 98815
 - ii. T 23N R 19EWM S 32 PT W 1/2 NWNW 8.7400 ACRES
- b. 23-19-32-220-055
 - i. 1875 MISSION CREEK RD
CASHMERE, WA 98815
 - ii. T 23N R 19EWM S 32 LOT 1 BLA 1998-001 LT 1 SS#1357 26.3200 ACRES
- c. 23-19-32-220-150
 - i. 1551 MISSION CREEK ROAD
CASHMERE, WA 98815
 - ii. PTN. W ½ NWNW SEC. 32, T. 23 N, R. 19 E.W.M.
- d. 23-19-32-23-0100
 - i. UNASSIGNED
CASHMERE, WA 98815
 - ii. PTN. NWNW SEC. 32, T. 23 N, R. 19 E.W.M.

(together, the “Property”). Grantor is the holder of Washington State Department of Ecology Water Rights Claim Nos. S4-057797CL and G4-057798CL (the “Water Rights”), which are appurtenant to the Property.

My Appointment Expires _____

DEPARTMENTAL UPDATE

FEBRUARY 2024



MISSION & VISION

Mission:

To protect the rights and safety of our community, resident inmates and staff through effective correctional programs, strategies, operations and partnerships.

Vision:

To be a premier correctional facility, operating at the highest standard of professional excellence.

SAFETY AND SECURITY

- Re-Opening Plan, other than some restrictions on bookings we are fully open
- We have 69 individual seg/holding cells with cameras installed
 - 4-H and 3-G still need cameras. 3-G – Male outside inmate workers
- Metal Railing for level 2 cells, Fully Completed
- Single Point Entry – Inner Lobby Door – Solution locked jail side
- Installation of Medical Sensors set March 13-15.



CORRECTIONAL PROGRAMS

- Recovery/Reintegration - Recovery House, AA/NA starts up March 20 & 21
- Training - 484 hours through February
- Chaplain Program - One on one's and church going well
- EHM - 6 individuals on the program
- Work Release - 7 on the program
- Alcohol Monitoring - 7 individuals on the program

OPERATIONAL EFFICIENCIES

- Policy Training -- 10 daily training bulletins
- Directives -- Converting applicable directives to policies
- Bed Check Inspection Process -- Many daily duties are addressed during this time
- Policy Reviews -- Quarterly reviews with each department
- Assigning Cleaning to each team -- This will assist in responsibility to the facility
- K9 Program -- 18 deployments 3 alerts in February

OTHER UPDATES

- Medical/Mental Health
 - Averaging 10 a day on higher level of care (Detox)
 - 46 seen at sick call for the month
 - 15 individuals seen on Wednesdays Mental Health Check
- Staffing
 - Down 6 CO's, we continue to struggle to find qualified candidates
- Plumbing
 - Upcoming plumbing project
- Meeting with DOC
 - The expectations are clear with DOC on new bookings
- Internal Audits
 - Security teams, medical, kitchen

CHALLENGES

- Detox, and MH continue to be our biggest challenge, very sick individuals.
- COA Classes and the need for more.
- Medical expenses for 2024. \$35,465.00, the first 2 months of the year.
- Bed space for new bookings due to detoxing individuals and the increase in violent individuals.
- Hiring correctional deputies. Staffing Shifts with OT

SUCCESS

- Continuing to manage challenging individuals.
- Upcoming installation of Medical Sensors
- Installation of safety railing level 2
- 1 new CO hire in March
- # CO interviews last Friday



ADMINISTRATIVE AGENDA

March 12, 2024

DISCUSSION ITEM:

1. HR Update
2. Administrative Update

ACTION ITEM:

1. Contract for the Provision of Legal Services with John Beuhler Law Firm
2. Contract for the Provision of Legal Services with Reid Legal Office PLLC
3. Contract for the Provision of Legal Services with Kottkamp, Yedinak and Esworthy
4. Memorandum for 60-day extension of reclass moratorium

**CONTRACT FOR THE
PROVISION OF LEGAL SERVICES
(Conflicts)**

January 1, 2024 – December 31, 2025

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CONTRACT FOR THE PROVISION LEGAL SERVICES (CONFLICTS)

RECITALS:

WHEREAS, Chelan County ("the County") is a municipal corporation of the State of Washington; and

WHEREAS, John Beuhler
Law Firm PLLC ("the Contractor") is a law firm which employs Staff Attorneys described below, all of whom are licensed to practice law in the State of Washington; and

WHEREAS, the Courts have mandated that counties provide for the delivery of public defense services; and

WHEREAS, the above-named parties are desirous of entering into a contractual agreement for the provision of legal defense services to indigent criminal defendants and on other matters where court appointed attorneys in Chelan County Superior, District and Juvenile Courts are required; and

WHEREAS, the Contractor and Staff Attorneys have demonstrated the ability to meet accepted professional standards and the qualifications set forth in Chelan County Resolution No. 2012-126.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties contract and agree as follows:

I. DEFINITIONS AND NATURE OF WORK

The following provisions are controlling in this Contract, notwithstanding any other provision to the contrary:

A. DEFINITIONS

1. "Case" - a "case" commences upon direct appointment by a judge of a court with jurisdiction.

In proceedings wherein representation is provided for herein and subject to the Contractor's duty with respect to Superior Court appeals, termination of representation shall occur upon the entry of a final order by the person or tribunal hearing the proceedings, or upon perfecting an appeal if one is to be filed.

Upon such termination, representation by Contractor shall cease.

2. “Client” means any person Contractor is appointed to represent in the respective court in which the person has been charged, or where a person is statutorily or otherwise entitled to legal counsel. This term also refers to persons who are being held in custody on probable cause to believe that the person has committed a crime in Chelan County, is a “material witness,” or who is being held in custody pursuant to a warrant from Chelan County or from another county. Persons held in custody without charges and who have not been appointed defense counsel will cease to be a client when released from custody or when they are charged with a crime or with being a fugitive, unless referred to Contractor as described above. The term also may refer to persons who are unrepresented by other counsel regarding specific criminal matters occurring in Chelan County. Such persons cease to be a client after such information or legal counsel has been provided, unless appointed to Contractor as described above.
3. “Contractor” means (enter law firm here).
4. “County” means Chelan County, Washington.
5. “Indigent Person” means any person unable to afford to hire or retain legal counsel as determined by a court of competent jurisdiction, applying current case law, regulations, statutes, and/or applicable Court Rules.
6. “Court” means Chelan County Superior Court, Juvenile Court, and District Court.
7. “Staff Attorney” means the attorneys who presently are employed by Contractor, and such other attorneys who subsequently are employed by Contractor and approved by the Court to provide legal representation in accordance with this Contract. The attorneys presently employed by Contractor are identified in attached Exhibit “B”. All attorneys hired after execution of this agreement, and who Contractor intends to have provide representation of this Agreement, shall be identified to the County prior to such representation:
8. “Standards of Indigent Defense” means those standards and guidelines of the Washington State Bar Association’s Standards for Indigent Defense Services (Revised September 1, 2021), as adopted and amended Washington State Supreme Court Order 25700 –A- 1004, and any amendments to those standards.

B. NATURE OF WORK

During the period of this Contract, Contractor shall provide, on an as-needed and as-assigned basis, legal representation to indigent criminal defendants, suspects and/or materials witnesses in Chelan County in Superior, District or Juvenile Courts, who have been found by a Chelan County in Superior, District or Juvenile Court to be indigent and qualify for court-appointed representation. Representation will be assigned to Contractor when Counsel for

Contractor shall be responsible for paying all costs of its operation from the above remuneration as set forth herein. Payment warrants will be delivered to Contractor by County for services rendered pursuant to this Contract.

B. DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

Defense services shall be provided to all Clients in a professional and skilled manner, consistent with minimum standards set forth by Chelan County Resolution No. 2012-126, the Rules of Professional Conduct, the Standards for Indigent Defense and case law and applicable court rules defining the duties of attorneys and the rights of defendants and suspects in criminal cases. Contractor's primary and most fundamental responsibility is to promote and protect the best interests of the Client.

In the event any provision of this Contract is not in compliance with or is inconsistent with the Standards of Indigent Defense, as amended, then this Contract shall be amended such that it will at all times be in compliance with the Standards of Indigent Defense.

Contractor shall provide a sufficient number of properly qualified and licensed Staff Attorneys to satisfactorily discharge duties and responsibilities herein, pursuant to applicable case law, court rules, rules of professional conduct, and Standards of Indigent Defense.

Contractor shall ensure that all Staff Attorneys are aware of his/her obligations and the obligations of Contractor under this Contract.

John Beuhler, at John Beuhler Law Firm, shall be the person to contact should any question arise under the Contract or concerning representation.

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall also be provided to the County quarterly, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

C. TYPES OF CASES AND CASELOAD LIMITS

Contractor and Staff Attorneys shall be required to represent indigents who are statutorily or otherwise entitled to legal counsel including suspects and defendants in all phases of the criminal justice system, to include, but not limited to:

1. Pre-charging stage (where applicable):
 - a. Custodial interrogation and line-up proceedings;

Defense of Chelan County cannot provide representation because of a conflict of interest. Subject to the foregoing, it is the intent of the parties that Contractor provides legal services when requested in situations, civil and/or criminal, that a Court appoints a conflict attorney to represent an individual or individuals; provided, however, Contractor may decline assignment of representation in specific Courts and/or specific areas of criminal defense practice. Contractor may also decline assignment of representation of specific clients if Contractor cannot provide legal representation which meets the standards set forth in this Contract.

Contractor understands and acknowledges that the County is simultaneously entering into similar contracts with other attorneys and law firms for conflict representation.

Contractor understands and acknowledges that the County is under no obligation to assign any cases to Contractor.

II. TERMS AND CONDITIONS OF CONTRACT

A. COMPENSATION

1. Hourly Compensation.

Compensation under this Contract is intended to reflect the training and experience of the attorneys assigned. The compensation is intended to reflect the time and labor required to be spent by the attorneys and the degree of professional experience demanded by the case. Contractor compensation shall be computed by multiplying the applicable hourly rate shown on Exhibit "A" by the number of hours (in increments of one-tenth) actually and necessarily performed by Contractor or Staff Attorneys in representing clients in accordance with this Contract.

2. Billing.

Contractor shall maintain accurate and contemporaneous records of time spent by Contractor and each Staff Attorney on cases assigned to Contractor under this Contract.

Within the week following the last day of each month, Contractor shall submit to County an itemized billing statement, which shall describe legal services performed by Contractor and time spent performing the individual identified services by each Staff Attorney.

Contractor shall not be compensated for administrative time spent by Contractor, including without limitation, time in preparing and reviewing billing records and billing statements.

3. Costs.

- b. Advising suspects of their statutory and constitutional rights;
 - c. Representing witnesses at Grand Jury or Special Inquiry Judge Proceedings;
 - d. Plea bargain negotiations;
 - e. Preliminary hearings;
 - f. Material witnesses;
 - g. Preliminary appearances;
 - h. Advising all other persons who have been arrested and want to exercise their *Miranda* right to speak with counsel (24 hours “on call”).
2. Post-charging phase (where applicable):
- a. Preliminary hearings;
 - b. Arraignments;
 - c. Pre-trial hearings;
 - d. Declination hearings;
 - e. Plea-bargain negotiations;
 - f. Trials; and
 - g. Sentencing.
3. Post-trial phase (where applicable):
- a. Post-trial motions;
 - b. Probation violation hearings, including without limitation, revocation and modification hearings;
 - c. Post-trial hearings;
 - d. Preparation and filing of all pleadings necessary to perfect an appeal from Superior Court to the Court of Appeals or to the Washington State Supreme Court and representation of appellant until appointment of counsel is determined;
 - e. Reference Hearings; and

In addition, Contractor may be appointed to represent indigent persons who are entitled to court-appointed counsel in civil proceedings (except sexual predator proceedings under RCW 71.09) as required by statutes, regulations and/or ordinances and as otherwise required by controlling case law or statutes, or as amended.

The Contract may also include representation for review proceedings, show-cause hearings, or other similar matters, if such proceeding is filed during the term of the Contract, regardless of whether the underlying action occurred prior to the Contract term, provided the appointment is made by a court with jurisdiction. Contractor may be appointed to handle declination cases from Juvenile Court.

Contractor is to communicate with Clients incarcerated in a timely manner. This means Contractor should communicate with the Client within 24 hours of the time the appointment is made known to Contractor when possible, but not less than 48 from the appointment except in

extraordinary individual circumstances which make it not possible for Contractor to do so. The Contractor should send a representative to see the Client if the contractor is unable to do so within 24 hours of notification of the appointments.

The caseload of Contractor and those employed by Contractor shall allow each attorney to give each client the time and effort necessary to ensure effective representation. The Contractor should not accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation.

The caseload of each attorney employed by Contractor shall be limited pursuant to Sections Three and Four of the Standards for Indigent Defense.

D. EXPERT WITNESSES AND INTERPRETERS

Expert witnesses and interpreters should be used when deemed appropriate by Contractor. Expenses for expert witnesses, in-court interpreters, and other related services necessary for the adequate preparation and presentation of the defense case shall be paid with County funds outside of this Contract; provided, however, Contractor first shall obtain from the applicable court in advance an ex parte order authorizing the expenditure of the funds on the terms and conditions required by the Court.

Contractor shall make arrangements for interpreters and translators needed for communication with Clients in all other circumstances not involving presentation in court of the defense case. Contractor shall make best efforts to use court certified interpreters and translators when possible, and shall take advantage of on-line interpretation services when feasible. County shall pay all reasonable expenses for such out-of-court interpreters and translators. Billing for interpreters and translators shall be submitted to County along with the Contractor's monthly billing statements.

E. ADMINISTRATIVE COSTS

Contractor shall be responsible for paying all administrative expenses of its office or firm. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of Contractor's law practice.

Contractor shall provide the ordinary clerical services necessary for adequate representation of its Clients. Contractor shall maintain at least one paid employee and an office and telephone for the purposes of administering the day-to-day affairs of the duties of the Staff Attorneys providing services under this Contract.

F. INVESTIGATORS

Contractor shall be responsible for the costs of investigators.

G. SUPPORT SERVICES

Contractor shall have an adequate number of investigators, secretaries, word processing staff, paralegals, social work staff, mental health professionals and other support services staff, including computer system staff and network administrators, to allow for effective representation of their clients. The Standards for Indigent Defense, Standard Seven, shall serve as the as the guideline for employment of support staff.

Contractor shall have the power and duty to:

1. Hire all staff personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records, and provide payments of all social security taxes, payment of unemployment compensation; worker compensation and industrial insurance taxes (where applicable); and fringe benefits;
3. Supervise and maintain the quality of staff and provide internal evaluation sessions as necessary;
4. Suspend or remove personnel not adequately performing the duties and responsibilities assigned, mishandling funds, engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the execution of this Contract.

H. REPORTS OF ATTORNEY ACTIVITY

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall provide written reports monthly to the County, which will include the number of cases assigned to each Staff Attorney and the name of attorney assigned to the case.

Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall be provided to the County, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

I. TRAINING

Contractor shall provide for the training, supervision, monitoring, and evaluation of its attorneys providing services under this Contract.

Staff Attorneys shall participate in regular training programs on criminal defense law, including a minimum of five (5) hours of continuing legal education (CLE) per year for attorneys whose practice consists of less than 50% public defense services and seven (7) CLE hours per

year for attorneys whose practice consists of greater than 50% public defense services annually in areas relating to their public defense practice. CLE report forms should be furnished to Contractor by Staff Attorneys prior to January 31st of each calendar year.

Staff Attorneys in dependency practices should attend training programs in that area.

Every Staff Attorney providing counsel to the indigent accused should take the opportunity to attend courses that foster trial advocacy skills and to review professional publications and other materials.

In-house training for new attorneys, legal interns and paralegals shall take place as needed. Contractor should develop manuals to inform new attorneys and staff of any rules and procedures particular to the courts within Chelan County.

J. SUPERVISION

Contractor shall accept and assign only such cases to a Staff Attorney as that attorney is qualified by training and experience to handle and qualified under the Standards for Indigent Defense. When appropriate, Contractor shall provide supervisors qualified to handle Class A felonies to provide supervision to attorneys consistent with the guidelines set forth in the Standards for Indigent Defense.

K. MONITORING AND EVALUATION OF ATTORNEYS

Contractor shall establish a procedure for systematic monitoring and evaluation of attorney performance based upon publicized criteria. Supervision and evaluation efforts should include review of time and caseload records, review and inspection of transcripts, in court observations and periodic conferences.

Performance evaluations made by the supervising attorney should be supplemented by comments from judges, prosecutors, other defense lawyers and clients. Attorneys should be evaluated on skill and effectiveness as criminal lawyers or as dependency or civil commitment advocates.

L. SUBSTITUTION OF COUNSEL

Contractor may not subcontract with firms and/or attorneys to provide representation under this Contract and shall remain directly involved in the provision of representation to Clients.

M. PRIVATE PRACTICE OF CONTRACTOR

The County recognizes that Contractor and Staff Attorneys maintain private law practices. Contractor and Staff Attorneys shall not accept assignment of representation to represent specific indigent persons under this Contract if, for any reason, including without limitation, time demands of Contractor/Staff Attorneys' private law practice, vacation, illness,

etc., Contractor and/or Staff Attorney are unable to provide effective and quality representation to said Client or otherwise comply with the standards contained in this Contract.

Attorneys may provide legal services on a fee basis to persons who are not court appointed Clients of Contractor so long as it does not interfere with the efficient performance of the Contractor's duties and does not conflict with the duties of Contractor under this Contract.

Neither Contractor nor Staff Attorneys may be retained by or accept remuneration of any kind from a Client on a specific case in which a court of competent jurisdiction has appointed the Contractor to represent the Client. PROVIDED: the aforementioned attorneys may be retained in situations wherein the appointing court withdraws said appointment, based on new and/or additional financial information.

N. QUALIFICATIONS OF ATTORNEYS

All attorneys providing services under this Contract shall meet the qualification standards established by the Standards for Indigent Defense, Standard Fourteen. Contractor shall on an annual basis provide names and experience levels of all attorneys who will be providing services under this Contract.

It is understood at the making of this Contract that Staff Attorneys are not qualified under the terms of the present Chelan County Resolution No. 2012-126, the Standards for Indigent Defense, and other applicable authority, to provide representation in a death penalty felony case. In the event of a felony case in which the death penalty has been or may be decreed, then the County, in accordance with SPRC 2, will take the necessary steps to provide for a "death penalty qualified" attorney to serve as the "lead" attorney. In the event that the County is required to retain the services of a "death penalty qualified" attorney, Contractor may be asked provide all necessary support services, including without limitation, a "second chair" attorney to provide support to the "lead" chair.

O. DISPOSITION OF CLIENT COMPLAINTS

The following procedure shall be utilized for responding to Client complaints: Complaints should first be directed to the Staff Attorney providing representation. The Contractor shall also have a person designated to hear and resolve, if possible, client complaints (the "Complaint Manager") that are not resolved by the Staff Attorney. The Staff Attorney shall inform the Complaint Manager of any Client complaints and shall advise the client of their right to discuss the complaint with the Complaint Manager. If the Client feels that he or she has not received an adequate response from the Staff Attorney, the Complaint Manager should evaluate the legitimacy of the complaint and, if possible, resolve the complaint. The Client should be informed as to the disposition of his or her complaint within one week. The Client should be also be advised that if the Client feels dissatisfied with the evaluation and response received from the Complaint Manager, they can report their complaint to the Chelan County Administrator for further review and resolution, and can also submit a complaint to the Washington State Bar Association.

P. TERMINATION OF DEFENDER SERVICES AND REMOVAL OF ATTORNEY

This contract may be terminated at any time by the either Contractor or the County on Sixty (60) days written notice. In addition, the County may terminate any representation undertaken under this Contract for just cause. "Just cause" shall include, without limitation, the failure of an attorney to render adequate representation to Clients; the willful disregard of the rights and best interests of the Client; and/or the willful disregard of the standards herein addressed; and/or Contractor's failure to comply with the terms and conditions of this Contract.

Just cause should be established by final judgment of an arbitrator appointed pursuant to Section IV I of this Contract, or by a court with jurisdiction.

The termination of the employment of any Staff Attorney, or the removal of an attorney from representation of a Client, is solely within the authority of Contractor.

The representation in an individual case establishes an inviolable attorney-client relationship. Removal of counsel from representation therefore should ordinarily not occur over the objection of both the attorney and the Client.

Q. NONDISCRIMINATION

Contractor shall not discriminate against any employee, Staff Attorney or any applicant for employment because of race, color, sexual orientation, handicap, age, religion, sex, or national origin.

No person in the United States shall, on the ground of race, color, sexual orientation, handicap, age, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to unlawful discrimination through any activity made possible by or resulting from this Contract. Contractor shall comply with all requirements imposed by or pursuant to Civil Rights Act of 1964, and subsequent State and Federal enactments.

R. CONFLICTS OF INTEREST

1. Financial Interests.

No officer, employee, or agent of the County shall have any personal and/or financial interest, direct or indirect, in this Contract. Contractor shall take appropriate steps to assure compliance with this requirement.

2. Attorneys – Reservation Regarding Representation.

Contractor, on behalf of itself and all Staff Attorneys, reserves the right to decline to advise or represent any indigent or otherwise eligible person on the basis of actual or potential legal, ethical, or professional conflict of interest and with the consent of the Court may withdraw from representing any particular person for

good cause shown. In such event, Contractor shall immediately inform the appropriate Court in writing and/or "on the record" of such declination and the specific reason therefore, and will request that appointment of other County approved conflict counsel for such person.

Should any question arise, a court of competent jurisdiction shall determine the existence or non-existence of a professional, ethical conflict, in accordance with the applicable court rules, statutes and Washington case law and the terms of this Contract.

S. WARRANTY OF AUTHORITY

Contractor warrants that it has the authority to enter into and execute this Contract, and will defend any disciplinary or judicial proceedings brought against Contractor or the County, challenging same as an unauthorized practice of law, or questioning its right and authority to execute this Contract. Contractor acknowledges that this Contract is made pursuant to and in express reliance upon this warranty.

T. PENDING CASES

Contractor shall continue representation on all cases resulting from appointments made by the applicable court(s) during the period of the former Contract in accordance with the terms and conditions of this Contract.

Upon the expiration or sooner termination of this Contract, Contractor, if requested to do so by County, shall complete representation of all clients who have been appointed representation by the applicable court during the period in which this Contract is in effect if representation can be completed within thirty (30) days from the date of expiration or sooner termination of this Contract. In such event, Contractor shall be paid during said thirty (30) day period the hourly rates then in effect under this Contract.

In the event a change of venue is granted to a person for whom the attorney is to provide representation pursuant to this Contract, the Contractor shall continue to represent such person in that other court at the hourly rate then in effect under this Contract.

U. DUTY TO COOPERATE

Contractor shall cooperate with the County and applicable courts in the execution of this Contract; shall cooperate with the County in seeking and implementing cost-saving alternatives to the execution of this Contract, and in developing methods to reduce the cost of appointing legal counsel to represent indigents; shall immediately notify the Prosecuting Attorney, and the Staff Attorney of appointments made pursuant to this Contract; and shall accept and represent all cases and Clients officially appointed by the appropriate court, unless withdrawal from such representation is allowed in accordance with provision stated herein.

III. PROFESSIONAL CONDUCT

A. EXERCISE OF PROFESSIONAL JUDGMENT

Contractor shall execute this Contract independent of any governmental control, except as provided in this Contract. Staff Attorneys employed by Contractor shall represent Clients, preserve Client confidences, and discharge their duties hereunder in accordance with the Rules of Professional Conduct pertaining to attorneys licensed to practice law in the State of Washington, applicable Court rules, in accordance with standards applied to private attorneys defending paying Clients and the statutes, standards and qualifications set forth in Chelan County Resolution No. 2001-17 and the Standards for Indigent Defense.

Nothing in this Contract shall be construed to impair or inhibit the exercise of independent professional judgment by Contractor or any of its Staff Attorneys with respect to any Client wherein an attorney-client privilege has been established pursuant to the terms of this Contract.

B. ATTORNEY-CLIENT PRIVILEGE

Nothing in the Contract shall require or permit, without consent of the Client concerned, access to or disclosure of:

1. Any confidential communication made by a Client to Contractor or any Staff Attorney or any such confidential communications made to agents or employees of Contractor or Staff Attorneys;
2. The advice given by Contractor or any of its Staff Attorneys to a Client;
3. The mental impressions, legal research, or legal theories and strategies of Contractor or any of its Staff Attorneys in preparation and presentation of legal proceedings undertaken pursuant to this Contract; or
4. Any other statements and materials privileged from disclosure in a court of law.

C. STAFF ATTORNEY - JUDGE

Contractor shall not accept assignment of a case if the Client has an active case pending in a court in which the Contractor or a Staff Attorney of Contractor sits as a judge or court commissioner. This prohibition includes not only defendants who are pending disposition in said court, but also defendants who are still on active probation. It will be the duty of the Contractor to screen the clients assigned to it to ensure that Contractor and Staff Attorneys are in full compliance with this section.

IV. GENERAL TERMS AND CONDITIONS

A. TERM

This Contract is to take effect January 1, 2024, and is to continue in full force until December 31, 2025.

B. RECORDS RETENTION

Records of all matters covered by this Contract shall be maintained by Contractor in accordance with requirements prescribed by the State Public Records Act, County regulations and applicable courts. Except as otherwise authorized by County, such records shall be maintained for a period of not less than three (3) years after closure of each case or termination of this Contract, whichever is later. In no event is Contractor required by this Contract to keep records over five (5) years. The County will provide Contractor with one (1) copy of all reports, etc., for client's files, at no expense to Contractor. At expiration or termination of the Contract, Contractor shall deliver to whomever designated by County all Client files on pending matters upon receipt of written consent from the Client.

C. HOLD HARMLESS AND INDEMNIFICATION

With respect to the obligation and activities carried out under this Contract, Contractor agrees to indemnify, or to defend and hold the County, its elected and appointed officers, employees and agents harmless, at the County's option, from and against any loss, expense, attorney's fees, other costs, liability or claims arising wholly or partially out of any error or omission, negligence or intentional tort on the part of Contractor, Staff Attorneys or any employee, official, or agent of Contractor, whether direct or indirect, in the performance of this Contract, other than those actions on the part of the officials, employees or agents of the County.

In the event any suit or legal proceeding shall be brought against the County or any of its officers or employees, at any time, on account of or by reason of any act, action, neglect, omission, or default of Contractor and/or anyone acting for, on behalf of, or at the direction of Contractor, Contractor hereby covenants and agrees to assume the defense thereof and to defend the same at Contractor's own expense and to pay any and all cost, charges, attorney fees and other expenses and any and all judgments that may be incurred by or obtained against the County or any of its officers, employees, or agents in such suits or other proceedings.

D. PROFESSIONAL LIABILITY INSURANCE

During the term of this Contract, and for liability originating from this Contract, Contractor and all Staff Attorneys and other persons acting for and on behalf of the Contractor shall maintain professional liability insurance coverage, including without limitation, errors and omissions, negligence, intentional torts, and punitive damages. The aforementioned insurance shall be obtained from any insurance company authorized to do business in the State of Washington and shall have liability limits of no less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Within thirty (30) days of

signature of the last party signing this Contract, and annually thereafter during the term of this Contract, Contractor shall submit evidence that such insurance is in full force and effect. Contractor's coverage of liability for events accruing during this Contract shall extend after the Contract is terminated by its terms or order of court with jurisdiction. Said insurance company shall be required to give the County written notice within seventy-two (72) hours if the policy is canceled or otherwise terminated for any reason, including without limitation, non-payment of premium.

F. INTEGRATED DOCUMENT

This Contract embodies the entirety of the agreement between the County and Contractor, its terms and conditions and supersedes any and all other agreements, contracts and understandings, written or oral. No verbal agreements, conversations, understandings, or writings with any officer, agent, or employee of the County prior to the execution of this Contract shall affect or modify any of the terms, conditions, or obligations contained in any documents comprising this Contract. Any such verbal agreements, conversations, understandings, or writings shall be considered as unofficial and in no way binding upon the County.

G. WHEN RIGHTS AND REMEDIES ARE NOT WAIVED

In no event shall any payment by the County or acceptance of payment by Contractor constitute or be construed to be a waiver by such party of any breach of contract, covenant, or default which may then exist on the part of the other. The making or acceptance of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available with respect to such breach or default.

No failure of the County or Contractor to insist on the strictest performance of any term of this Contract shall constitute a waiver of any such term or an abandonment of this Contract.

H. SEVERABILITY OF PROVISIONS

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction, arbitrator or other reviewing body with jurisdiction, to be void, invalid, or unenforceable, the remainder of the Contract shall not be affected thereby and remain in full force and effect, if such remainder would then continue to conform to the terms and requirements of applicable law, and shall in no way be affected, impaired or invalidated thereby.

I. DISPUTES – ARBITRATION

Disputes or claims arising under this Contract between the County and Contractor shall initially be resolved by consultation between Contractor and the Chelan County Board of Commissioners. If resolution of such dispute or claim is not obtained within fifteen (15) days of such consultation, the proposal shall be submitted to binding arbitration using an arbitrator agreed to by County and the Contractor. In the event that the County and the Contractor cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of the Chelan

L. GOVERNING LAW

This Contract shall be governed by the laws of the State of Washington. Should this Contract be subject to scrutiny by a court of law, arbitrator or other reviewing body with jurisdiction, it shall be interpreted as if drafted by both of the parties herein.

"COUNTY"

**BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON**

KEVIN OVERBAY

TIFFANY GERING

SHON SMITH

"CONTRACTOR"

John Beuhler Law Firm PLLC

John W Beuhler Jr
By John W Beuhler Jr
Its manager

Approved as to form:

Signature on file
ROBERT R. SIDERIUS
Attorney for Chelan County Commissioners

County Superior Court. Any arbitration shall be governed by the rules and procedures of the Washington Arbitration Act, RCW 7.04A.

J. MODIFICATIONS

Nothing contained in this Contract shall be deemed to preclude any party from seeking modification of any term contained herein should an unforeseen and material change in circumstances arise.

Any agreement, contract, understanding, or modification made between the parties subsequent to this Contract must be executed with identical formality as this Contract, otherwise the same shall not be enforceable.

K. ASSIGNABILITY

Contractor may not subcontract with other law firms or attorneys for the provision of any services undertaken through this Contract, nor assign its rights or obligations under this Contract.

L. GOVERNING LAW

This Contract shall be governed by the laws of the State of Washington. Should this Contract be subject to scrutiny by a court of law, arbitrator or other reviewing body with jurisdiction, it shall be interpreted as if drafted by both of the parties herein.

"COUNTY"

**BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON**

KEVIN OVERBAY

TIFFANY GERING

SHON SMITH

"CONTRACTOR"

John Beuhler Law Firm PLLC

John W Beuhler Jr _____
By John W Beuhler Jr _____
Its manager _____

Approved as to form:

Signature on file _____
ROBERT R. SIDERIUS
Attorney for Chelan County Commissioners

Conflict Attorney Agreement 2024.DOC

EXHIBIT "B"

Attorneys Providing Services under this Agreement

Please list all attorneys in your firm providing services under this agreement.

NOTE: Only those attorneys that have individually applied and been qualified by the Chelan County Superior and District Courts may provide services under this contract.

John W Beuhler WSB# 14650

**CONTRACT FOR THE
PROVISION OF LEGAL SERVICES
(Conflicts)**

January 1, 2024 – December 31, 2025

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**CONTRACT FOR THE PROVISION
LEGAL SERVICES
(CONFLICTS)**

RECITALS:

WHEREAS, Chelan County ("the County") is a municipal corporation of the State of Washington; and

WHEREAS, ~~DEBEK REID~~ ^{REID CHLAN OFFICE PLLC.} ("the Contractor") is a law firm which employs Staff Attorneys described below, all of whom are licensed to practice law in the State of Washington; and

WHEREAS, the Courts have mandated that counties provide for the delivery of public defense services; and

WHEREAS, the above-named parties are desirous of entering into a contractual agreement for the provision of legal defense services to indigent criminal defendants and on other matters where court appointed attorneys in Chelan County Superior, District and Juvenile Courts are required; and

WHEREAS, the Contractor and Staff Attorneys have demonstrated the ability to meet accepted professional standards and the qualifications set forth in Chelan County Resolution No. 2012-126.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties contract and agree as follows:

I. DEFINITIONS AND NATURE OF WORK

The following provisions are controlling in this Contract, notwithstanding any other provision to the contrary:

A. DEFINITIONS

1. "Case" - a "case" commences upon direct appointment by a judge of a court with jurisdiction.

In proceedings wherein representation is provided for herein and subject to the Contractor's duty with respect to Superior Court appeals, termination of representation shall occur upon the entry of a final order by the person or tribunal hearing the proceedings, or upon perfecting an appeal if one is to be filed.

Upon such termination, representation by Contractor shall cease.

2. "Client" means any person Contractor is appointed to represent in the respective court in which the person has been charged, or where a person is statutorily or otherwise entitled to legal counsel. This term also refers to persons who are being held in custody on probable cause to believe that the person has committed a crime in Chelan County, is a "material witness," or who is being held in custody pursuant to a warrant from Chelan County or from another county. Persons held in custody without charges and who have not been appointed defense counsel will cease to be a client when released from custody or when they are charged with a crime or with being a fugitive, unless referred to Contractor as described above. The term also may refer to persons who are unrepresented by other counsel regarding specific criminal matters occurring in Chelan County. Such persons cease to be a client after such information or legal counsel has been provided, unless appointed to Contractor as described above.
3. "Contractor" means (enter law firm here).
4. "County" means Chelan County, Washington.
5. "Indigent Person" means any person unable to afford to hire or retain legal counsel as determined by a court of competent jurisdiction, applying current case law, regulations, statutes, and/or applicable Court Rules.
6. "Court" means Chelan County Superior Court, Juvenile Court, and District Court.
7. "Staff Attorney" means the attorneys who presently are employed by Contractor, and such other attorneys who subsequently are employed by Contractor and approved by the Court to provide legal representation in accordance with this Contract. The attorneys presently employed by Contractor are identified in attached Exhibit "B". All attorneys hired after execution of this agreement, and who Contractor intends to have provide representation of this Agreement, shall be identified to the County prior to such representation.
8. "Standards of Indigent Defense" means those standards and guidelines of the Washington State Bar Association's Standards for Indigent Defense Services (Revised September 1, 2021), as adopted and amended Washington State Supreme Court Order 25700 -A- 1004, and any amendments to those standards.

B. NATURE OF WORK

During the period of this Contract, Contractor shall provide, on an as-needed and as-assigned basis, legal representation to indigent criminal defendants, suspects and/or materials witnesses in Chelan County in Superior, District or Juvenile Courts, who have been found by a Chelan County in Superior, District or Juvenile Court to be indigent and qualify for court-appointed representation. Representation will be assigned to Contractor when Counsel for

Defense of Chelan County cannot provide representation because of a conflict of interest. Subject to the foregoing, it is the intent of the parties that Contractor provides legal services when requested in situations, civil and/or criminal, that a Court appoints a conflict attorney to represent an individual or individuals; provided, however, Contractor may decline assignment of representation in specific Courts and/or specific areas of criminal defense practice. Contractor may also decline assignment of representation of specific clients if Contractor cannot provide legal representation which meets the standards set forth in this Contract.

Contractor understands and acknowledges that the County is simultaneously entering into similar contracts with other attorneys and law firms for conflict representation.

Contractor understands and acknowledges that the County is under no obligation to assign any cases to Contractor.

II. TERMS AND CONDITIONS OF CONTRACT

A. COMPENSATION

1. Hourly Compensation.

Compensation under this Contract is intended to reflect the training and experience of the attorneys assigned. The compensation is intended to reflect the time and labor required to be spent by the attorneys and the degree of professional experience demanded by the case. Contractor compensation shall be computed by multiplying the applicable hourly rate shown on Exhibit "A" by the number of hours (in increments of one-tenth) actually and necessarily performed by Contractor or Staff Attorneys in representing clients in accordance with this Contract.

2. Billing.

Contractor shall maintain accurate and contemporaneous records of time spent by Contractor and each Staff Attorney on cases assigned to Contractor under this Contract.

Within the week following the last day of each month, Contractor shall submit to County an itemized billing statement, which shall describe legal services performed by Contractor and time spent performing the individual identified services by each Staff Attorney.

Contractor shall not be compensated for administrative time spent by Contractor, including without limitation, time in preparing and reviewing billing records and billing statements.

3. Costs.

Contractor shall be responsible for paying all costs of its operation from the above remuneration as set forth herein. Payment warrants will be delivered to Contractor by County for services rendered pursuant to this Contract.

B. DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

Defense services shall be provided to all Clients in a professional and skilled manner, consistent with minimum standards set forth by Chelan County Resolution No. 2012-126, the Rules of Professional Conduct, the Standards for Indigent Defense and case law and applicable court rules defining the duties of attorneys and the rights of defendants and suspects in criminal cases. Contractor's primary and most fundamental responsibility is to promote and protect the best interests of the Client.

In the event any provision of this Contract is not in compliance with or is inconsistent with the Standards of Indigent Defense, as amended, then this Contract shall be amended such that it will at all times be in compliance with the Standards of Indigent Defense.

Contractor shall provide a sufficient number of properly qualified and licensed Staff Attorneys to satisfactorily discharge duties and responsibilities herein, pursuant to applicable case law, court rules, rules of professional conduct, and Standards of Indigent Defense.

Contractor shall ensure that all Staff Attorneys are aware of his/her obligations and the obligations of Contractor under this Contract.

Derek Reid REID LEGAL OFFICE
at (509) 396-0374, shall be the person to contact should any question arise under the Contract or concerning representation.

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall also be provided to the County quarterly, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

C. TYPES OF CASES AND CASELOAD LIMITS

Contractor and Staff Attorneys shall be required to represent indigents who are statutorily or otherwise entitled to legal counsel including suspects and defendants in all phases of the criminal justice system, to include, but not limited to:

1. Pre-charging stage (where applicable):
 - a. Custodial interrogation and line-up proceedings;

- b. Advising suspects of their statutory and constitutional rights;
 - c. Representing witnesses at Grand Jury or Special Inquiry Judge Proceedings;
 - d. Plea bargain negotiations;
 - e. Preliminary hearings;
 - f. Material witnesses;
 - g. Preliminary appearances;
 - h. Advising all other persons who have been arrested and want to exercise their *Miranda* right to speak with counsel (24 hours "on call").
2. Post-charging phase (where applicable):
- a. Preliminary hearings;
 - b. Arraignments;
 - c. Pre-trial hearings;
 - d. Declination hearings;
 - e. Plea-bargain negotiations;
 - f. Trials; and
 - g. Sentencing.
3. Post-trial phase (where applicable):
- a. Post-trial motions;
 - b. Probation violation hearings, including without limitation, revocation and modification hearings;
 - c. Post-trial hearings;
 - d. Preparation and filing of all pleadings necessary to perfect an appeal from Superior Court to the Court of Appeals or to the Washington State Supreme Court and representation of appellant until appointment of counsel is determined;
 - e. Reference Hearings; and

In addition, Contractor may be appointed to represent indigent persons who are entitled to court-appointed counsel in civil proceedings (except sexual predator proceedings under RCW 71.09) as required by statutes, regulations and/or ordinances and as otherwise required by controlling case law or statutes, or as amended.

The Contract may also include representation for review proceedings, show-cause hearings, or other similar matters, if such proceeding is filed during the term of the Contract, regardless of whether the underlying action occurred prior to the Contract term, provided the appointment is made by a court with jurisdiction. Contractor may be appointed to handle declination cases from Juvenile Court.

Contractor is to communicate with Clients incarcerated in a timely manner. This means Contractor should communicate with the Client within 24 hours of the time the appointment is made known to Contractor when possible, but not less than 48 from the appointment except in

extraordinary individual circumstances which make it not possible for Contractor to do so. The Contractor should send a representative to see the Client if the contractor is unable to do so within 24 hours of notification of the appointments.

The caseload of Contractor and those employed by Contractor shall allow each attorney to give each client the time and effort necessary to ensure effective representation. The Contractor should not accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation.

The caseload of each attorney employed by Contractor shall be limited pursuant to Sections Three and Four of the Standards for Indigent Defense.

D. EXPERT WITNESSES AND INTERPRETERS

Expert witnesses and interpreters should be used when deemed appropriate by Contractor. Expenses for expert witnesses, in-court interpreters, and other related services necessary for the adequate preparation and presentation of the defense case shall be paid with County funds outside of this Contract; provided, however, Contractor first shall obtain from the applicable court in advance an ex parte order authorizing the expenditure of the funds on the terms and conditions required by the Court.

Contractor shall make arrangements for interpreters and translators needed for communication with Clients in all other circumstances not involving presentation in court of the defense case. Contractor shall make best efforts to use court certified interpreters and translators when possible, and shall take advantage of on-line interpretation services when feasible. County shall pay all reasonable expenses for such out-of-court interpreters and translators. Billing for interpreters and translators shall be submitted to County along with the Contractor's monthly billing statements.

E. ADMINISTRATIVE COSTS

Contractor shall be responsible for paying all administrative expenses of its office or firm. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of Contractor's law practice.

Contractor shall provide the ordinary clerical services necessary for adequate representation of its Clients. Contractor shall maintain at least one paid employee and an office and telephone for the purposes of administering the day-to-day affairs of the duties of the Staff Attorneys providing services under this Contract.

F. INVESTIGATORS

Contractor shall be responsible for the costs of investigators.

G. SUPPORT SERVICES

Contractor shall have an adequate number of investigators, secretaries, word processing staff, paralegals, social work staff, mental health professionals and other support services staff, including computer system staff and network administrators, to allow for effective representation of their clients. The Standards for Indigent Defense, Standard Seven, shall serve as the as the guideline for employment of support staff.

Contractor shall have the power and duty to:

1. Hire all staff personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records, and provide payments of all social security taxes, payment of unemployment compensation; worker compensation and industrial insurance taxes (where applicable); and fringe benefits;
3. Supervise and maintain the quality of staff and provide internal evaluation sessions as necessary;
4. Suspend or remove personnel not adequately performing the duties and responsibilities assigned, mishandling funds, engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the execution of this Contract.

H. REPORTS OF ATTORNEY ACTIVITY

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall provide written reports monthly to the County, which will include the number of cases assigned to each Staff Attorney and the name of attorney assigned to the case.

Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall be provided to the County, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

I. TRAINING

Contractor shall provide for the training, supervision, monitoring, and evaluation of its attorneys providing services under this Contract.

Staff Attorneys shall participate in regular training programs on criminal defense law, including a minimum of five (5) hours of continuing legal education (CLE) per year for attorneys whose practice consists of less than 50% public defense services and seven (7) CLE hours per

year for attorneys whose practice consists of greater than 50% public defense services annually in areas relating to their public defense practice. CLE report forms should be furnished to Contractor by Staff Attorneys prior to January 31st of each calendar year.

Staff Attorneys in dependency practices should attend training programs in that area.

Every Staff Attorney providing counsel to the indigent accused should take the opportunity to attend courses that foster trial advocacy skills and to review professional publications and other materials.

In-house training for new attorneys, legal interns and paralegals shall take place as needed. Contractor should develop manuals to inform new attorneys and staff of any rules and procedures particular to the courts within Chelan County.

J. SUPERVISION

Contractor shall accept and assign only such cases to a Staff Attorney as that attorney is qualified by training and experience to handle and qualified under the Standards for Indigent Defense. When appropriate, Contractor shall provide supervisors qualified to handle Class A felonies to provide supervision to attorneys consistent with the guidelines set forth in the Standards for Indigent Defense.

K. MONITORING AND EVALUATION OF ATTORNEYS

Contractor shall establish a procedure for systematic monitoring and evaluation of attorney performance based upon publicized criteria. Supervision and evaluation efforts should include review of time and caseload records, review and inspection of transcripts, in court observations and periodic conferences.

Performance evaluations made by the supervising attorney should be supplemented by comments from judges, prosecutors, other defense lawyers and clients. Attorneys should be evaluated on skill and effectiveness as criminal lawyers or as dependency or civil commitment advocates.

L. SUBSTITUTION OF COUNSEL

Contractor may not subcontract with firms and/or attorneys to provide representation under this Contract and shall remain directly involved in the provision of representation to Clients.

M. PRIVATE PRACTICE OF CONTRACTOR

The County recognizes that Contractor and Staff Attorneys maintain private law practices. Contractor and Staff Attorneys shall not accept assignment of representation to represent specific indigent persons under this Contract if, for any reason, including without limitation, time demands of Contractor/Staff Attorneys' private law practice, vacation, illness,

etc., Contractor and/or Staff Attorney are unable to provide effective and quality representation to said Client or otherwise comply with the standards contained in this Contract.

Attorneys may provide legal services on a fee basis to persons who are not court appointed Clients of Contractor so long as it does not interfere with the efficient performance of the Contractor's duties and does not conflict with the duties of Contractor under this Contract.

Neither Contractor nor Staff Attorneys may be retained by or accept remuneration of any kind from a Client on a specific case in which a court of competent jurisdiction has appointed the Contractor to represent the Client. PROVIDED: the aforementioned attorneys may be retained in situations wherein the appointing court withdraws said appointment, based on new and/or additional financial information.

N. QUALIFICATIONS OF ATTORNEYS

All attorneys providing services under this Contract shall meet the qualification standards established by the Standards for Indigent Defense, Standard Fourteen. Contractor shall on an annual basis provide names and experience levels of all attorneys who will be providing services under this Contract.

It is understood at the making of this Contract that Staff Attorneys are not qualified under the terms of the present Chelan County Resolution No. 2012-126, the Standards for Indigent Defense, and other applicable authority, to provide representation in a death penalty felony case. In the event of a felony case in which the death penalty has been or may be decreed, then the County, in accordance with SPRC 2, will take the necessary steps to provide for a "death penalty qualified" attorney to serve as the "lead" attorney. In the event that the County is required to retain the services of a "death penalty qualified" attorney, Contractor may be asked provide all necessary support services, including without limitation, a "second chair" attorney to provide support to the "lead" chair.

O. DISPOSITION OF CLIENT COMPLAINTS

The following procedure shall be utilized for responding to Client complaints: Complaints should first be directed to the Staff Attorney providing representation. The Contractor shall also have a person designated to hear and resolve, if possible, client complaints (the "Complaint Manager") that are not resolved by the Staff Attorney. The Staff Attorney shall inform the Complaint Manager of any Client complaints and shall advise the client of their right to discuss the complaint with the Complaint Manager. If the Client feels that he or she has not received an adequate response from the Staff Attorney, the Complaint Manager should evaluate the legitimacy of the complaint and, if possible, resolve the complaint. The Client should be informed as to the disposition of his or her complaint within one week. The Client should be also be advised that if the Client feels dissatisfied with the evaluation and response received from the Complaint Manager, they can report their complaint to the Chelan County Administrator for further review and resolution, and can also submit a complaint to the Washington State Bar Association.

P. TERMINATION OF DEFENDER SERVICES AND REMOVAL OF ATTORNEY

This contract may be terminated at any time by the either Contractor or the County on Sixty (60) days written notice. In addition, the County may terminate any representation undertaken under this Contract for just cause. "Just cause" shall include, without limitation, the failure of an attorney to render adequate representation to Clients; the willful disregard of the rights and best interests of the Client; and/or the willful disregard of the standards herein addressed; and/or Contractor's failure to comply with the terms and conditions of this Contract.

Just cause should be established by final judgment of an arbitrator appointed pursuant to Section IV I of this Contract, or by a court with jurisdiction.

The termination of the employment of any Staff Attorney, or the removal of an attorney from representation of a Client, is solely within the authority of Contractor.

The representation in an individual case establishes an inviolable attorney-client relationship. Removal of counsel from representation therefore should ordinarily not occur over the objection of both the attorney and the Client.

Q. NONDISCRIMINATION

Contractor shall not discriminate against any employee, Staff Attorney or any applicant for employment because of race, color, sexual orientation, handicap, age, religion, sex, or national origin.

No person in the United States shall, on the ground of race, color, sexual orientation, handicap, age, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to unlawful discrimination through any activity made possible by or resulting from this Contract. Contractor shall comply with all requirements imposed by or pursuant to Civil Rights Act of 1964, and subsequent State and Federal enactments.

R. CONFLICTS OF INTEREST

1. Financial Interests.

No officer, employee, or agent of the County shall have any personal and/or financial interest, direct or indirect, in this Contract. Contractor shall take appropriate steps to assure compliance with this requirement.

2. Attorneys – Reservation Regarding Representation.

Contractor, on behalf of itself and all Staff Attorneys, reserves the right to decline to advise or represent any indigent or otherwise eligible person on the basis of actual or potential legal, ethical, or professional conflict of interest and with the consent of the Court may withdraw from representing any particular person for

good cause shown. In such event, Contractor shall immediately inform the appropriate Court in writing and/or "on the record" of such declination and the specific reason therefore, and will request that appointment of other County approved conflict counsel for such person.

Should any question arise, a court of competent jurisdiction shall determine the existence or non-existence of a professional, ethical conflict, in accordance with the applicable court rules, statutes and Washington case law and the terms of this Contract.

S. WARRANTY OF AUTHORITY

Contractor warrants that it has the authority to enter into and execute this Contract, and will defend any disciplinary or judicial proceedings brought against Contractor or the County, challenging same as an unauthorized practice of law, or questioning its right and authority to execute this Contract. Contractor acknowledges that this Contract is made pursuant to and in express reliance upon this warranty.

T. PENDING CASES

Contractor shall continue representation on all cases resulting from appointments made by the applicable court(s) during the period of the former Contract in accordance with the terms and conditions of this Contract.

Upon the expiration or sooner termination of this Contract, Contractor, if requested to do so by County, shall complete representation of all clients who have been appointed representation by the applicable court during the period in which this Contract is in effect if representation can be completed within thirty (30) days from the date of expiration or sooner termination of this Contract. In such event, Contractor shall be paid during said thirty (30) day period the hourly rates then in effect under this Contract.

In the event a change of venue is granted to a person for whom the attorney is to provide representation pursuant to this Contract, the Contractor shall continue to represent such person in that other court at the hourly rate then in effect under this Contract.

U. DUTY TO COOPERATE

Contractor shall cooperate with the County and applicable courts in the execution of this Contract; shall cooperate with the County in seeking and implementing cost-saving alternatives to the execution of this Contract, and in developing methods to reduce the cost of appointing legal counsel to represent indigents; shall immediately notify the Prosecuting Attorney, and the Staff Attorney of appointments made pursuant to this Contract; and shall accept and represent all cases and Clients officially appointed by the appropriate court, unless withdrawal from such representation is allowed in accordance with provision stated herein.

III. PROFESSIONAL CONDUCT

A. EXERCISE OF PROFESSIONAL JUDGMENT

Contractor shall execute this Contract independent of any governmental control, except as provided in this Contract. Staff Attorneys employed by Contractor shall represent Clients, preserve Client confidences, and discharge their duties hereunder in accordance with the Rules of Professional Conduct pertaining to attorneys licensed to practice law in the State of Washington, applicable Court rules, in accordance with standards applied to private attorneys defending paying Clients and the statutes, standards and qualifications set forth in Chelan County Resolution No. 2001-17 and the Standards for Indigent Defense.

Nothing in this Contract shall be construed to impair or inhibit the exercise of independent professional judgment by Contractor or any of its Staff Attorneys with respect to any Client wherein an attorney-client privilege has been established pursuant to the terms of this Contract.

B. ATTORNEY-CLIENT PRIVILEGE

Nothing in the Contract shall require or permit, without consent of the Client concerned, access to or disclosure of:

1. Any confidential communication made by a Client to Contractor or any Staff Attorney or any such confidential communications made to agents or employees of Contractor or Staff Attorneys;
2. The advice given by Contractor or any of its Staff Attorneys to a Client;
3. The mental impressions, legal research, or legal theories and strategies of Contractor or any of its Staff Attorneys in preparation and presentation of legal proceedings undertaken pursuant to this Contract; or
4. Any other statements and materials privileged from disclosure in a court of law.

C. STAFF ATTORNEY - JUDGE

Contractor shall not accept assignment of a case if the Client has an active case pending in a court in which the Contractor or a Staff Attorney of Contractor sits as a judge or court commissioner. This prohibition includes not only defendants who are pending disposition in said court, but also defendants who are still on active probation. It will be the duty of the Contractor to screen the clients assigned to it to ensure that Contractor and Staff Attorneys are in full compliance with this section.

IV. GENERAL TERMS AND CONDITIONS

A. TERM

This Contract is to take effect January 1, 2024, and is to continue in full force until December 31, 2025.

B. RECORDS RETENTION

Records of all matters covered by this Contract shall be maintained by Contractor in accordance with requirements prescribed by the State Public Records Act, County regulations and applicable courts. Except as otherwise authorized by County, such records shall be maintained for a period of not less than three (3) years after closure of each case or termination of this Contract, whichever is later. In no event is Contractor required by this Contract to keep records over five (5) years. The County will provide Contractor with one (1) copy of all reports, etc., for client's files, at no expense to Contractor. At expiration or termination of the Contract, Contractor shall deliver to whomever designated by County all Client files on pending matters upon receipt of written consent from the Client.

C. HOLD HARMLESS AND INDEMNIFICATION

With respect to the obligation and activities carried out under this Contract, Contractor agrees to indemnify, or to defend and hold the County, its elected and appointed officers, employees and agents harmless, at the County's option, from and against any loss, expense, attorney's fees, other costs, liability or claims arising wholly or partially out of any error or omission, negligence or intentional tort on the part of Contractor, Staff Attorneys or any employee, official, or agent of Contractor, whether direct or indirect, in the performance of this Contract, other than those actions on the part of the officials, employees or agents of the County.

In the event any suit or legal proceeding shall be brought against the County or any of its officers or employees, at any time, on account of or by reason of any act, action, neglect, omission, or default of Contractor and/or anyone acting for, on behalf of, or at the direction of Contractor, Contractor hereby covenants and agrees to assume the defense thereof and to defend the same at Contractor's own expense and to pay any and all cost, charges, attorney fees and other expenses and any and all judgments that may be incurred by or obtained against the County or any of its officers, employees, or agents in such suits or other proceedings.

D. PROFESSIONAL LIABILITY INSURANCE

During the term of this Contract, and for liability originating from this Contract, Contractor and all Staff Attorneys and other persons acting for and on behalf of the Contractor shall maintain professional liability insurance coverage, including without limitation, errors and omissions, negligence, intentional torts, and punitive damages. The aforementioned insurance shall be obtained from any insurance company authorized to do business in the State of Washington and shall have liability limits of no less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Within thirty (30) days of

signature of the last party signing this Contract, and annually thereafter during the term of this Contract, Contractor shall submit evidence that such insurance is in full force and effect. Contractor's coverage of liability for events accruing during this Contract shall extend after the Contract is terminated by its terms or order of court with jurisdiction. Said insurance company shall be required to give the County written notice within seventy-two (72) hours if the policy is canceled or otherwise terminated for any reason, including without limitation, non-payment of premium.

F. INTEGRATED DOCUMENT

This Contract embodies the entirety of the agreement between the County and Contractor, its terms and conditions and supersedes any and all other agreements, contracts and understandings, written or oral. No verbal agreements, conversations, understandings, or writings with any officer, agent, or employee of the County prior to the execution of this Contract shall affect or modify any of the terms, conditions, or obligations contained in any documents comprising this Contract. Any such verbal agreements, conversations, understandings, or writings shall be considered as unofficial and in no way binding upon the County.

G. WHEN RIGHTS AND REMEDIES ARE NOT WAIVED

In no event shall any payment by the County or acceptance of payment by Contractor constitute or be construed to be a waiver by such party of any breach of contract, covenant, or default which may then exist on the part of the other. The making or acceptance of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available with respect to such breach or default.

No failure of the County or Contractor to insist on the strictest performance of any term of this Contract shall constitute a waiver of any such term or an abandonment of this Contract.

H. SEVERABILITY OF PROVISIONS

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction, arbitrator or other reviewing body with jurisdiction, to be void, invalid, or unenforceable, the remainder of the Contract shall not be affected thereby and remain in full force and effect, if such remainder would then continue to conform to the terms and requirements of applicable law, and shall in no way be affected, impaired or invalidated thereby.

I. DISPUTES – ARBITRATION

Disputes or claims arising under this Contract between the County and Contractor shall initially be resolved by consultation between Contractor and the Chelan County Board of Commissioners. If resolution of such dispute or claim is not obtained within fifteen (15) days of such consultation, the proposal shall be submitted to binding arbitration using an arbitrator agreed to by County and the Contractor. In the event that the County and the Contractor cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of the Chelan

County Superior Court. Any arbitration shall be governed by the rules and procedures of the Washington Arbitration Act, RCW 7.04A.

J. MODIFICATIONS

Nothing contained in this Contract shall be deemed to preclude any party from seeking modification of any term contained herein should an unforeseen and material change in circumstances arise.

Any agreement, contract, understanding, or modification made between the parties subsequent to this Contract must be executed with identical formality as this Contract, otherwise the same shall not be enforceable.

K. ASSIGNABILITY

Contractor may not subcontract with other law firms or attorneys for the provision of any services undertaken through this Contract, nor assign its rights or obligations under this Contract.

L. GOVERNING LAW

This Contract shall be governed by the laws of the State of Washington. Should this Contract be subject to scrutiny by a court of law, arbitrator or other reviewing body with jurisdiction, it shall be interpreted as if drafted by both of the parties herein.

"COUNTY"


BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON

KEVIN OVERBAY

TIFFANY GERING

SHON SMITH

"CONTRACTOR"

REID LEGAL OFFICE, PLLC.

By DOREEN REID
Its OWNER

Approved as to form:



Signature on file
ROBERT R. SIDERIUS
Attorney for Chelan County Commissioners

EXHIBIT "A"

Public Defender Conflict Case Fee Schedule

Attorneys that have responded to the Request for Qualifications by submitting an application and have been qualified by the District and Superior Court Judges shall receive the following compensation for the type of case assigned.

Superior Court Cases	\$110 hr in 2024, \$120 in 2025
District Court Cases	\$110 hr in 2024, \$120 in 2025
Juvenile Court Cases	\$110 hr in 2024, \$120 in 2025
Dependencies	\$110 hr in 2024, \$120 in 2025

Bills should be submitted to the Chelan County Commissioners' Office for Payment. In order to receive this compensation, the attorney must have their liability insurance certificate on file with Chelan County.

Billing Address: Chelan County Commissioners Office
400 Douglas Street, Suite 201
Wenatchee WA 98801

OR

Email to: Nicole Thompson, Budget Director
NicoleC.Thompson@co.chelan.wa.us

EXHIBIT "B"

Attorneys Providing Services under this Agreement

Please list all attorneys in your firm providing services under this agreement.

NOTE: Only those attorneys that have individually applied and been qualified by the Chelan County Superior and District Courts may provide services under this contract.

MEGAN CAIN, WSBA 59904

**CONTRACT FOR THE
PROVISION OF LEGAL SERVICES
(Conflicts)**

January 1, 2024 – December 31, 2025

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**CONTRACT FOR THE PROVISION
LEGAL SERVICES
(CONFLICTS)**

RECITALS:

WHEREAS, Chelan County ("the County") is a municipal corporation of the State of Washington; and

WHEREAS, Kortkamp, Yedinek & Esworthy, ("the Contractor") is a law firm which employs Staff Attorneys described below, all of whom are licensed to practice law in the State of Washington; and

WHEREAS, the Courts have mandated that counties provide for the delivery of public defense services; and

WHEREAS, the above-named parties are desirous of entering into a contractual agreement for the provision of legal defense services to indigent criminal defendants and on other matters where court appointed attorneys in Chelan County Superior, District and Juvenile Courts are required; and

WHEREAS, the Contractor and Staff Attorneys have demonstrated the ability to meet accepted professional standards and the qualifications set forth in Chelan County Resolution No. 2012-126.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the promises and covenants contained herein, and other good and valuable consideration, the parties contract and agree as follows:

I. DEFINITIONS AND NATURE OF WORK

The following provisions are controlling in this Contract, notwithstanding any other provision to the contrary:

A. DEFINITIONS

1. "Case" - a "case" commences upon direct appointment by a judge of a court with jurisdiction.

In proceedings wherein representation is provided for herein and subject to the Contractor's duty with respect to Superior Court appeals, termination of representation shall occur upon the entry of a final order by the person or tribunal hearing the proceedings, or upon perfecting an appeal if one is to be filed.

Upon such termination, representation by Contractor shall cease.

2. "Client" means any person Contractor is appointed to represent in the respective court in which the person has been charged, or where a person is statutorily or otherwise entitled to legal counsel. This term also refers to persons who are being held in custody on probable cause to believe that the person has committed a crime in Chelan County, is a "material witness," or who is being held in custody pursuant to a warrant from Chelan County or from another county. Persons held in custody without charges and who have not been appointed defense counsel will cease to be a client when released from custody or when they are charged with a crime or with being a fugitive, unless referred to Contractor as described above. The term also may refer to persons who are unrepresented by other counsel regarding specific criminal matters occurring in Chelan County. Such persons cease to be a client after such information or legal counsel has been provided, unless appointed to Contractor as described above.
3. "Contractor" means (enter law firm here).
4. "County" means Chelan County, Washington.
5. "Indigent Person" means any person unable to afford to hire or retain legal counsel as determined by a court of competent jurisdiction, applying current case law, regulations, statutes, and/or applicable Court Rules.
6. "Court" means Chelan County Superior Court, Juvenile Court, and District Court.
7. "Staff Attorney" means the attorneys who presently are employed by Contractor, and such other attorneys who subsequently are employed by Contractor and approved by the Court to provide legal representation in accordance with this Contract. The attorneys presently employed by Contractor are identified in attached Exhibit "B". All attorneys hired after execution of this agreement, and who Contractor intends to have provide representation of this Agreement, shall be identified to the County prior to such representation:
8. "Standards of Indigent Defense" means those standards and guidelines of the Washington State Bar Association's Standards for Indigent Defense Services (Revised September 1, 2021), as adopted and amended Washington State Supreme Court Order 25700 –A- 1004, and any amendments to those standards.

B. NATURE OF WORK

During the period of this Contract, Contractor shall provide, on an as-needed and as-assigned basis, legal representation to indigent criminal defendants, suspects and/or materials witnesses in Chelan County in Superior, District or Juvenile Courts, who have been found by a Chelan County in Superior, District or Juvenile Court to be indigent and qualify for court-appointed representation. Representation will be assigned to Contractor when Counsel for

Defense of Chelan County cannot provide representation because of a conflict of interest. Subject to the foregoing, it is the intent of the parties that Contractor provides legal services when requested in situations, civil and/or criminal, that a Court appoints a conflict attorney to represent an individual or individuals; provided, however, Contractor may decline assignment of representation in specific Courts and/or specific areas of criminal defense practice. Contractor may also decline assignment of representation of specific clients if Contractor cannot provide legal representation which meets the standards set forth in this Contract.

Contractor understands and acknowledges that the County is simultaneously entering into similar contracts with other attorneys and law firms for conflict representation.

Contractor understands and acknowledges that the County is under no obligation to assign any cases to Contractor.

II. TERMS AND CONDITIONS OF CONTRACT

A. COMPENSATION

1. Hourly Compensation.

Compensation under this Contract is intended to reflect the training and experience of the attorneys assigned. The compensation is intended to reflect the time and labor required to be spent by the attorneys and the degree of professional experience demanded by the case. Contractor compensation shall be computed by multiplying the applicable hourly rate shown on Exhibit "A" by the number of hours (in increments of one-tenth) actually and necessarily performed by Contractor or Staff Attorneys in representing clients in accordance with this Contract.

2. Billing.

Contractor shall maintain accurate and contemporaneous records of time spent by Contractor and each Staff Attorney on cases assigned to Contractor under this Contract.

Within the week following the last day of each month, Contractor shall submit to County an itemized billing statement, which shall describe legal services performed by Contractor and time spent performing the individual identified services by each Staff Attorney.

Contractor shall not be compensated for administrative time spent by Contractor, including without limitation, time in preparing and reviewing billing records and billing statements.

3. Costs.

Contractor shall be responsible for paying all costs of its operation from the above remuneration as set forth herein. Payment warrants will be delivered to Contractor by County for services rendered pursuant to this Contract.

B. DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

Defense services shall be provided to all Clients in a professional and skilled manner, consistent with minimum standards set forth by Chelan County Resolution No. 2012-126, the Rules of Professional Conduct, the Standards for Indigent Defense and case law and applicable court rules defining the duties of attorneys and the rights of defendants and suspects in criminal cases. Contractor's primary and most fundamental responsibility is to promote and protect the best interests of the Client.

In the event any provision of this Contract is not in compliance with or is inconsistent with the Standards of Indigent Defense, as amended, then this Contract shall be amended such that it will at all times be in compliance with the Standards of Indigent Defense.

Contractor shall provide a sufficient number of properly qualified and licensed Staff Attorneys to satisfactorily discharge duties and responsibilities herein, pursuant to applicable case law, court rules, rules of professional conduct, and Standards of Indigent Defense.

Contractor shall ensure that all Staff Attorneys are aware of his/her obligations and the obligations of Contractor under this Contract.

Nick Yedinak, at _____, shall be the person to contact should any question arise under the Contract or concerning representation.

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall also be provided to the County quarterly, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

C. TYPES OF CASES AND CASELOAD LIMITS

Contractor and Staff Attorneys shall be required to represent indigents who are statutorily or otherwise entitled to legal counsel including suspects and defendants in all phases of the criminal justice system, to include, but not limited to:

1. Pre-charging stage (where applicable):
 - a. Custodial interrogation and line-up proceedings;

- b. Advising suspects of their statutory and constitutional rights;
 - c. Representing witnesses at Grand Jury or Special Inquiry Judge Proceedings;
 - d. Plea bargain negotiations;
 - e. Preliminary hearings;
 - f. Material witnesses;
 - g. Preliminary appearances;
 - h. Advising all other persons who have been arrested and want to exercise their *Miranda* right to speak with counsel (24 hours “on call”).
2. Post-charging phase (where applicable):
- a. Preliminary hearings;
 - b. Arraignments;
 - c. Pre-trial hearings;
 - d. Declination hearings;
 - e. Plea-bargain negotiations;
 - f. Trials; and
 - g. Sentencing.
3. Post-trial phase (where applicable):
- a. Post-trial motions;
 - b. Probation violation hearings, including without limitation, revocation and modification hearings;
 - c. Post-trial hearings;
 - d. Preparation and filing of all pleadings necessary to perfect an appeal from Superior Court to the Court of Appeals or to the Washington State Supreme Court and representation of appellant until appointment of counsel is determined;
 - e. Reference Hearings; and

In addition, Contractor may be appointed to represent indigent persons who are entitled to court-appointed counsel in civil proceedings (except sexual predator proceedings under RCW 71.09) as required by statutes, regulations and/or ordinances and as otherwise required by controlling case law or statutes, or as amended.

The Contract may also include representation for review proceedings, show-cause hearings, or other similar matters, if such proceeding is filed during the term of the Contract, regardless of whether the underlying action occurred prior to the Contract term, provided the appointment is made by a court with jurisdiction. Contractor may be appointed to handle declination cases from Juvenile Court.

Contractor is to communicate with Clients incarcerated in a timely manner. This means Contractor should communicate with the Client within 24 hours of the time the appointment is made known to Contractor when possible, but not less than 48 from the appointment except in

extraordinary individual circumstances which make it not possible for Contractor to do so. The Contractor should send a representative to see the Client if the contractor is unable to do so within 24 hours of notification of the appointments.

The caseload of Contractor and those employed by Contractor shall allow each attorney to give each client the time and effort necessary to ensure effective representation. The Contractor should not accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation.

The caseload of each attorney employed by Contractor shall be limited pursuant to Sections Three and Four of the Standards for Indigent Defense.

D. EXPERT WITNESSES AND INTERPRETERS

Expert witnesses and interpreters should be used when deemed appropriate by Contractor. Expenses for expert witnesses, in-court interpreters, and other related services necessary for the adequate preparation and presentation of the defense case shall be paid with County funds outside of this Contract; provided, however, Contractor first shall obtain from the applicable court in advance an ex parte order authorizing the expenditure of the funds on the terms and conditions required by the Court.

Contractor shall make arrangements for interpreters and translators needed for communication with Clients in all other circumstances not involving presentation in court of the defense case. Contractor shall make best efforts to use court certified interpreters and translators when possible, and shall take advantage of on-line interpretation services when feasible. County shall pay all reasonable expenses for such out-of-court interpreters and translators. Billing for interpreters and translators shall be submitted to County along with the Contractor's monthly billing statements.

E. ADMINISTRATIVE COSTS

Contractor shall be responsible for paying all administrative expenses of its office or firm. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of Contractor's law practice.

Contractor shall provide the ordinary clerical services necessary for adequate representation of its Clients. Contractor shall maintain at least one paid employee and an office and telephone for the purposes of administering the day-to-day affairs of the duties of the Staff Attorneys providing services under this Contract.

F. INVESTIGATORS

Contractor shall be responsible for the costs of investigators.

G. SUPPORT SERVICES

Contractor shall have an adequate number of investigators, secretaries, word processing staff, paralegals, social work staff, mental health professionals and other support services staff, including computer system staff and network administrators, to allow for effective representation of their clients. The Standards for Indigent Defense, Standard Seven, shall serve as the as the guideline for employment of support staff.

Contractor shall have the power and duty to:

1. Hire all staff personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records, and provide payments of all social security taxes, payment of unemployment compensation; worker compensation and industrial insurance taxes (where applicable); and fringe benefits;
3. Supervise and maintain the quality of staff and provide internal evaluation sessions as necessary;
4. Suspend or remove personnel not adequately performing the duties and responsibilities assigned, mishandling funds, engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the execution of this Contract.

H. REPORTS OF ATTORNEY ACTIVITY

At such times and in such form as the County may require, Contractor shall furnish any and all records, reports, data and information which the County reasonably may require pertaining to matters covered by this Contract. Contractor shall not be required to disclose to the County any materials that would be considered protected by the attorney-client privilege. In addition, Contractor shall provide written reports monthly to the County, which will include the number of cases assigned to each Staff Attorney and the name of attorney assigned to the case.

Contractor shall maintain a case reporting and management information system which includes the number and type of cases in total and by attorney, attorney hours and disposition. This information shall be provided to the County, and shall also be made available to the Office of the Administrator of the Courts. Any such system shall be maintained independently from client file so as not to disclose privileged information.

I. TRAINING

Contractor shall provide for the training, supervision, monitoring, and evaluation of its attorneys providing services under this Contract.

Staff Attorneys shall participate in regular training programs on criminal defense law, including a minimum of five (5) hours of continuing legal education (CLE) per year for attorneys whose practice consists of less than 50% public defense services and seven (7) CLE hours per

year for attorneys whose practice consists of greater than 50% public defense services annually in areas relating to their public defense practice. CLE report forms should be furnished to Contractor by Staff Attorneys prior to January 31st of each calendar year.

Staff Attorneys in dependency practices should attend training programs in that area.

Every Staff Attorney providing counsel to the indigent accused should take the opportunity to attend courses that foster trial advocacy skills and to review professional publications and other materials.

In-house training for new attorneys, legal interns and paralegals shall take place as needed. Contractor should develop manuals to inform new attorneys and staff of any rules and procedures particular to the courts within Chelan County.

J. SUPERVISION

Contractor shall accept and assign only such cases to a Staff Attorney as that attorney is qualified by training and experience to handle and qualified under the Standards for Indigent Defense. When appropriate, Contractor shall provide supervisors qualified to handle Class A felonies to provide supervision to attorneys consistent with the guidelines set forth in the Standards for Indigent Defense.

K. MONITORING AND EVALUATION OF ATTORNEYS

Contractor shall establish a procedure for systematic monitoring and evaluation of attorney performance based upon publicized criteria. Supervision and evaluation efforts should include review of time and caseload records, review and inspection of transcripts, in court observations and periodic conferences.

Performance evaluations made by the supervising attorney should be supplemented by comments from judges, prosecutors, other defense lawyers and clients. Attorneys should be evaluated on skill and effectiveness as criminal lawyers or as dependency or civil commitment advocates.

L. SUBSTITUTION OF COUNSEL

Contractor may not subcontract with firms and/or attorneys to provide representation under this Contract and shall remain directly involved in the provision of representation to Clients.

M. PRIVATE PRACTICE OF CONTRACTOR

The County recognizes that Contractor and Staff Attorneys maintain private law practices. Contractor and Staff Attorneys shall not accept assignment of representation to represent specific indigent persons under this Contract if, for any reason, including without limitation, time demands of Contractor/Staff Attorneys' private law practice, vacation, illness,

etc., Contractor and/or Staff Attorney are unable to provide effective and quality representation to said Client or otherwise comply with the standards contained in this Contract.

Attorneys may provide legal services on a fee basis to persons who are not court appointed Clients of Contractor so long as it does not interfere with the efficient performance of the Contractor's duties and does not conflict with the duties of Contractor under this Contract.

Neither Contractor nor Staff Attorneys may be retained by or accept remuneration of any kind from a Client on a specific case in which a court of competent jurisdiction has appointed the Contractor to represent the Client. PROVIDED: the aforementioned attorneys may be retained in situations wherein the appointing court withdraws said appointment, based on new and/or additional financial information.

N. QUALIFICATIONS OF ATTORNEYS

All attorneys providing services under this Contract shall meet the qualification standards established by the Standards for Indigent Defense, Standard Fourteen. Contractor shall on an annual basis provide names and experience levels of all attorneys who will be providing services under this Contract.

It is understood at the making of this Contract that Staff Attorneys are not qualified under the terms of the present Chelan County Resolution No. 2012-126, the Standards for Indigent Defense, and other applicable authority, to provide representation in a death penalty felony case. In the event of a felony case in which the death penalty has been or may be decreed, then the County, in accordance with SPRC 2, will take the necessary steps to provide for a "death penalty qualified" attorney to serve as the "lead" attorney. In the event that the County is required to retain the services of a "death penalty qualified" attorney, Contractor may be asked provide all necessary support services, including without limitation, a "second chair" attorney to provide support to the "lead" chair.

O. DISPOSITION OF CLIENT COMPLAINTS

The following procedure shall be utilized for responding to Client complaints: Complaints should first be directed to the Staff Attorney providing representation. The Contractor shall also have a person designated to hear and resolve, if possible, client complaints (the "Complaint Manager") that are not resolved by the Staff Attorney. The Staff Attorney shall inform the Complaint Manager of any Client complaints and shall advise the client of their right to discuss the complaint with the Complaint Manager. If the Client feels that he or she has not received an adequate response from the Staff Attorney, the Complaint Manager should evaluate the legitimacy of the complaint and, if possible, resolve the complaint. The Client should be informed as to the disposition of his or her complaint within one week. The Client should be also be advised that if the Client feels dissatisfied with the evaluation and response received from the Complaint Manager, they can report their complaint to the Chelan County Administrator for further review and resolution, and can also submit a complaint to the Washington State Bar Association.

P. TERMINATION OF DEFENDER SERVICES AND REMOVAL OF ATTORNEY

This contract may be terminated at any time by the either Contractor or the County on Sixty (60) days written notice. In addition, the County may terminate any representation undertaken under this Contract for just cause. "Just cause" shall include, without limitation, the failure of an attorney to render adequate representation to Clients; the willful disregard of the rights and best interests of the Client; and/or the willful disregard of the standards herein addressed; and/or Contractor's failure to comply with the terms and conditions of this Contract.

Just cause should be established by final judgment of an arbitrator appointed pursuant to Section IV I of this Contract, or by a court with jurisdiction.

The termination of the employment of any Staff Attorney, or the removal of an attorney from representation of a Client, is solely within the authority of Contractor.

The representation in an individual case establishes an inviolable attorney-client relationship. Removal of counsel from representation therefore should ordinarily not occur over the objection of both the attorney and the Client.

Q. NONDISCRIMINATION

Contractor shall not discriminate against any employee, Staff Attorney or any applicant for employment because of race, color, sexual orientation, handicap, age, religion, sex, or national origin.

No person in the United States shall, on the ground of race, color, sexual orientation, handicap, age, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to unlawful discrimination through any activity made possible by or resulting from this Contract. Contractor shall comply with all requirements imposed by or pursuant to Civil Rights Act of 1964, and subsequent State and Federal enactments.

R. CONFLICTS OF INTEREST

1. Financial Interests.

No officer, employee, or agent of the County shall have any personal and/or financial interest, direct or indirect, in this Contract. Contractor shall take appropriate steps to assure compliance with this requirement.

2. Attorneys – Reservation Regarding Representation.

Contractor, on behalf of itself and all Staff Attorneys, reserves the right to decline to advise or represent any indigent or otherwise eligible person on the basis of actual or potential legal, ethical, or professional conflict of interest and with the consent of the Court may withdraw from representing any particular person for

good cause shown. In such event, Contractor shall immediately inform the appropriate Court in writing and/or "on the record" of such declination and the specific reason therefore, and will request that appointment of other County approved conflict counsel for such person.

Should any question arise, a court of competent jurisdiction shall determine the existence or non-existence of a professional, ethical conflict, in accordance with the applicable court rules, statutes and Washington case law and the terms of this Contract.

S. WARRANTY OF AUTHORITY

Contractor warrants that it has the authority to enter into and execute this Contract, and will defend any disciplinary or judicial proceedings brought against Contractor or the County, challenging same as an unauthorized practice of law, or questioning its right and authority to execute this Contract. Contractor acknowledges that this Contract is made pursuant to and in express reliance upon this warranty.

T. PENDING CASES

Contractor shall continue representation on all cases resulting from appointments made by the applicable court(s) during the period of the former Contract in accordance with the terms and conditions of this Contract.

Upon the expiration or sooner termination of this Contract, Contractor, if requested to do so by County, shall complete representation of all clients who have been appointed representation by the applicable court during the period in which this Contract is in effect if representation can be completed within thirty (30) days from the date of expiration or sooner termination of this Contract. In such event, Contractor shall be paid during said thirty (30) day period the hourly rates then in effect under this Contract.

In the event a change of venue is granted to a person for whom the attorney is to provide representation pursuant to this Contract, the Contractor shall continue to represent such person in that other court at the hourly rate then in effect under this Contract.

U. DUTY TO COOPERATE

Contractor shall cooperate with the County and applicable courts in the execution of this Contract; shall cooperate with the County in seeking and implementing cost-saving alternatives to the execution of this Contract, and in developing methods to reduce the cost of appointing legal counsel to represent indigents; shall immediately notify the Prosecuting Attorney, and the Staff Attorney of appointments made pursuant to this Contract; and shall accept and represent all cases and Clients officially appointed by the appropriate court, unless withdrawal from such representation is allowed in accordance with provision stated herein.

III. PROFESSIONAL CONDUCT

A. EXERCISE OF PROFESSIONAL JUDGMENT

Contractor shall execute this Contract independent of any governmental control, except as provided in this Contract. Staff Attorneys employed by Contractor shall represent Clients, preserve Client confidences, and discharge their duties hereunder in accordance with the Rules of Professional Conduct pertaining to attorneys licensed to practice law in the State of Washington, applicable Court rules, in accordance with standards applied to private attorneys defending paying Clients and the statutes, standards and qualifications set forth in Chelan County Resolution No. 2001-17 and the Standards for Indigent Defense.

Nothing in this Contract shall be construed to impair or inhibit the exercise of independent professional judgment by Contractor or any of its Staff Attorneys with respect to any Client wherein an attorney-client privilege has been established pursuant to the terms of this Contract.

B. ATTORNEY-CLIENT PRIVILEGE

Nothing in the Contract shall require or permit, without consent of the Client concerned, access to or disclosure of:

1. Any confidential communication made by a Client to Contractor or any Staff Attorney or any such confidential communications made to agents or employees of Contractor or Staff Attorneys;
2. The advice given by Contractor or any of its Staff Attorneys to a Client;
3. The mental impressions, legal research, or legal theories and strategies of Contractor or any of its Staff Attorneys in preparation and presentation of legal proceedings undertaken pursuant to this Contract; or
4. Any other statements and materials privileged from disclosure in a court of law.

C. STAFF ATTORNEY - JUDGE

Contractor shall not accept assignment of a case if the Client has an active case pending in a court in which the Contractor or a Staff Attorney of Contractor sits as a judge or court commissioner. This prohibition includes not only defendants who are pending disposition in said court, but also defendants who are still on active probation. It will be the duty of the Contractor to screen the clients assigned to it to ensure that Contractor and Staff Attorneys are in full compliance with this section.

IV. GENERAL TERMS AND CONDITIONS

A. TERM

This Contract is to take effect January 1, 2024, and is to continue in full force until December 31, 2025.

B. RECORDS RETENTION

Records of all matters covered by this Contract shall be maintained by Contractor in accordance with requirements prescribed by the State Public Records Act, County regulations and applicable courts. Except as otherwise authorized by County, such records shall be maintained for a period of not less than three (3) years after closure of each case or termination of this Contract, whichever is later. In no event is Contractor required by this Contract to keep records over five (5) years. The County will provide Contractor with one (1) copy of all reports, etc., for client's files, at no expense to Contractor. At expiration or termination of the Contract, Contractor shall deliver to whomever designated by County all Client files on pending matters upon receipt of written consent from the Client.

C. HOLD HARMLESS AND INDEMNIFICATION

With respect to the obligation and activities carried out under this Contract, Contractor agrees to indemnify, or to defend and hold the County, its elected and appointed officers, employees and agents harmless, at the County's option, from and against any loss, expense, attorney's fees, other costs, liability or claims arising wholly or partially out of any error or omission, negligence or intentional tort on the part of Contractor, Staff Attorneys or any employee, official, or agent of Contractor, whether direct or indirect, in the performance of this Contract, other than those actions on the part of the officials, employees or agents of the County.

In the event any suit or legal proceeding shall be brought against the County or any of its officers or employees, at any time, on account of or by reason of any act, action, neglect, omission, or default of Contractor and/or anyone acting for, on behalf of, or at the direction of Contractor, Contractor hereby covenants and agrees to assume the defense thereof and to defend the same at Contractor's own expense and to pay any and all cost, charges, attorney fees and other expenses and any and all judgments that may be incurred by or obtained against the County or any of its officers, employees, or agents in such suits or other proceedings.

D. PROFESSIONAL LIABILITY INSURANCE

During the term of this Contract, and for liability originating from this Contract, Contractor and all Staff Attorneys and other persons acting for and on behalf of the Contractor shall maintain professional liability insurance coverage, including without limitation, errors and omissions, negligence, intentional torts, and punitive damages. The aforementioned insurance shall be obtained from any insurance company authorized to do business in the State of Washington and shall have liability limits of no less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Within thirty (30) days of

signature of the last party signing this Contract, and annually thereafter during the term of this Contract, Contractor shall submit evidence that such insurance is in full force and effect. Contractor's coverage of liability for events accruing during this Contract shall extend after the Contract is terminated by its terms or order of court with jurisdiction. Said insurance company shall be required to give the County written notice within seventy-two (72) hours if the policy is canceled or otherwise terminated for any reason, including without limitation, non-payment of premium.

F. INTEGRATED DOCUMENT

This Contract embodies the entirety of the agreement between the County and Contractor, its terms and conditions and supersedes any and all other agreements, contracts and understandings, written or oral. No verbal agreements, conversations, understandings, or writings with any officer, agent, or employee of the County prior to the execution of this Contract shall affect or modify any of the terms, conditions, or obligations contained in any documents comprising this Contract. Any such verbal agreements, conversations, understandings, or writings shall be considered as unofficial and in no way binding upon the County.

G. WHEN RIGHTS AND REMEDIES ARE NOT WAIVED

In no event shall any payment by the County or acceptance of payment by Contractor constitute or be construed to be a waiver by such party of any breach of contract, covenant, or default which may then exist on the part of the other. The making or acceptance of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available with respect to such breach or default.

No failure of the County or Contractor to insist on the strictest performance of any term of this Contract shall constitute a waiver of any such term or an abandonment of this Contract.

H. SEVERABILITY OF PROVISIONS

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction, arbitrator or other reviewing body with jurisdiction, to be void, invalid, or unenforceable, the remainder of the Contract shall not be affected thereby and remain in full force and effect, if such remainder would then continue to conform to the terms and requirements of applicable law, and shall in no way be affected, impaired or invalidated thereby.

I. DISPUTES – ARBITRATION

Disputes or claims arising under this Contract between the County and Contractor shall initially be resolved by consultation between Contractor and the Chelan County Board of Commissioners. If resolution of such dispute or claim is not obtained within fifteen (15) days of such consultation, the proposal shall be submitted to binding arbitration using an arbitrator agreed to by County and the Contractor. In the event that the County and the Contractor cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of the Chelan

County Superior Court. Any arbitration shall be governed by the rules and procedures of the Washington Arbitration Act, RCW 7.04A.

J. MODIFICATIONS

Nothing contained in this Contract shall be deemed to preclude any party from seeking modification of any term contained herein should an unforeseen and material change in circumstances arise.

Any agreement, contract, understanding, or modification made between the parties subsequent to this Contract must be executed with identical formality as this Contract, otherwise the same shall not be enforceable.

K. ASSIGNABILITY

Contractor may not subcontract with other law firms or attorneys for the provision of any services undertaken through this Contract, nor assign its rights or obligations under this Contract.

L. GOVERNING LAW

This Contract shall be governed by the laws of the State of Washington. Should this Contract be subject to scrutiny by a court of law, arbitrator or other reviewing body with jurisdiction, it shall be interpreted as if drafted by both of the parties herein.

"COUNTY"

**BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON**

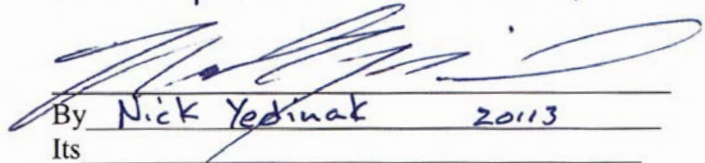
KEVIN OVERBAY

TIFFANY GERING

SHON SMITH

"CONTRACTOR"

Kottkamp, Yedinak & Esworthy


By Nick Yedinak 20113
Its _____

Approved as to form:



Signature of _____
ROBERT R. SIDERIUS
Attorney for Chelan County Commissioners

EXHIBIT "A"

**Public Defender
Conflict Case Fee Schedule**

Attorneys that have responded to the Request for Qualifications by submitting an application and have been qualified by the District and Superior Court Judges shall receive the following compensation for the type of case assigned.

Superior Court Cases	\$110 hr in 2024, \$120 in 2025
District Court Cases	\$110 hr in 2024, \$120 in 2025
Juvenile Court Cases	\$110 hr in 2024, \$120 in 2025
Dependencies	\$110 hr in 2024, \$120 in 2025

Bills should be submitted to the Chelan County Commissioners' Office for Payment. In order to receive this compensation, the attorney must have their liability insurance certificate on file with Chelan County.

Billing Address: Chelan County Commissioners Office
400 Douglas Street, Suite 201
Wenatchee WA 98801

OR

Email to: Nicole Thompson, Budget Director
NicoleC.Thompson@co.chelan.wa.us

EXHIBIT "B"

Attorneys Providing Services under this Agreement

Please list all attorneys in your firm providing services under this agreement.

NOTE: Only those attorneys that have individually applied and been qualified by the Chelan County Superior and District Courts may provide services under this contract.

Nick Yedinak

Sean Esworthy

Russell Lytle

Jay Eyestone

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that Shon Smith, Kevin Overbay and Tiffany Gering are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Commissioners of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

(signature)

(printed or typed name)

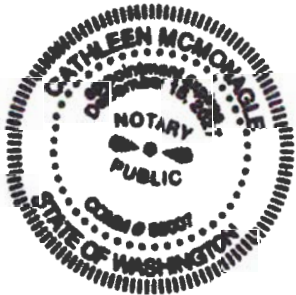
NOTARY PUBLIC, State of Washington

My Commission Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that Nick Yedinak is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager for Kottkamp Yedinak & Esworthy to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of February, 2024



(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires 12/16/27



CHELAN COUNTY
HUMAN RESOURCES
COUNTY ADMINISTRATION BUILDING
400 DOUGLAS STREET #201
WENATCHEE, WA 98801
PHONE (509) 667-6486 FAX (509) 667-6599

MEMO

March 11, 2024

To: Board of Chelan County Commissioners
From: Cathy Mulhall, County Administrator
Margaret Walters, HR Manager

A handwritten signature in blue ink, appearing to be "Cathy Mulhall", is written over the "County Administrator" line of the "From:" field.

On March 11, 2024, we reached the end of the 6-month moratorium on reclassification requests. As the compensation study is still underway, please extend the date by 60 days.



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COUNTY ADMINISTRATION BUILDING
400 DOUGLAS STREET #201
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MEMO

September 11, 2023

To: Board of Chelan County Commissioners'
From: Cathy Mulhall, County Administrator
Margaret Walters, HR Manager

RE: Market Reclassification Requests

A 6-month moratorium on market factor reclassifications is recommended at this time until a thorough and comprehensive study of our pay classifications can be undertaken by an outside entity. No new reclassification requests will be processed.

APPROVED
CHELAN COUNTY COMMISSIONERS
[Signature]
CHAIRMAN
9/12/23
DATE