



2/26

City of Winlock

FEB 15 2024
MB

323 N.E. First Street/PO Box 777
Winlock, WA. 98596-0777
(360) 785-3811/fax (360-785-4378
wincity@toledotel.com

AGENDA ITEM REQUEST FORM

Members of the public are always welcome and encouraged to attend City Council Meetings. A Public Comment section is observed during every meeting and is limited to three minutes per topic. If you wish to be on the Agenda please fill out this form in its entirety so that the city staff and Mayor have time to research the issue and provide background information about your topic to the Council.

DESIRED COUNCIL MEETING DATE: Feb (Month) 26 (Day) 2024 (Year)

NAME: Winlock FFA

ADDRESS: 241 N. Military Rd Winlock Wa 98596

PHONE: (360) 749 4530 Della McMahon

Agenda Items MUST BE received at City Hall NO LATER than Wednesday at Noon prior to the desired meeting.

Council Meetings are held on the second and fourth Monday's of every month (excluding legal holidays) at 6:30 p.m.

AGENDA ITEM TITLE: (What would you like to talk to the Council about?) Hanging baskets

AGENDA ITEM SUMMARY: (Please give a brief description of the issue, concern, problem or whatever you wish to discuss with the Council. Please write on the back of this form if you need more space)

Help with Soil & Flowers for hanging baskets

Have you discussed your item with city staff?

Yes No N/A

If City staff was unable to help you, have you discussed your issue with the Mayor?

Yes No N/A

Do you have written information that you would like to provide the Council prior to the meeting? (If so this information must be provided to the City Clerk the Thursday prior to the meeting)

Yes No N/A

DATE: February 07, 2024,

CLIENT: City of Winlock

CONTACT: Robert Webster

CLIENT PHONE: 360-785-3811 ETX. 213

CLIENT ADDRESS: PO Box 777/323, NE First St, Winlock, WA 98596

JOB NUMBER/PROJECT TITLE: Winlock Comprehensive Plan Update and Climate Change Element

SCOPE: This proposal is for services related to the completion of a Comprehensive Plan Update with the addition of a climate change element satisfying the newly adopted requirements of the State of Washington. The below table breaks down tasks with deliverables anticipated to accomplish this scope.

Tasks	Deliverables	Budget
Update Comprehensive Plan	<ul style="list-style-type: none"> - Periodic update work plan - Public Participation Plan - Critical Aras Update Checklist - Comp Plan Update Checklist - Development Regulations Checklist - Public Engagement activities, website, meetings, as determined by work plan - Update inventories, existing conditions, and demographic data - Communications with Department of Commerce - Formatted Comprehensive Plan Template with Appendices - Draft Comprehensive Plan - Draft Development Regulations - SEPA Checklist and Threshold Determination - Adopted Development Regulations - Adopted Comprehensive Plan - Resolution finding the periodic update is complete. 	\$100,000
Create Climate Resilience Element	<ul style="list-style-type: none"> - Exploration of local climate impacts and assets - Identification of climate hazards - Audit plans and policies to identify climate gaps and opportunities - Develop goals and policies - Integrate goals and policies into Comp 	\$70,000

	Plan - Adopt climate resilience goals and policies - Draft Critical Areas Ordinance - Adopted Critical Areas Ordinance	
Total Budget		\$170,000

Detailed Task List and Timeline

Tasks Funded by Periodic Update Grant

Task/Work Item	Deliverable	Budget
Grant Year 1		
Periodic Update work plan Anticipated completion date: February 15, 2024	Periodic update work plan	\$2,000
Public participation plan Anticipated completion date: February 15, 2024	Public participation plan	\$2,000
Critical areas analysis. Anticipated completion date: March 31, 2024	Critical Areas Checklist	\$1,000
Comprehensive plan analysis including capital facilities assessment. - Commerce Update Checklists - Policy Gaps Analysis Includes establishing community outreach methods, website, notifications, and gathering comments. Does not include analysis for Climate Element, which is outlined in separate scope. Anticipated completion date: March 31, 2024	Comprehensive Plan Checklist	\$20,000
Development Regulations analysis. Does not include drafting of Critical	Development Regulations Checklist	\$1,000

<p>Areas codes, which will be addressed under the Climate Element scope. Anticipated completion date: March 31, 2024</p>		
<p>Internal Draft of Comprehensive Plan Includes formatted plan template with existing conditions appendices and partially edited text. Does not include Climate Element, which is outlined in separate scope. Includes one meeting with Planning Commission. Anticipated completion date: May 15, 2024</p>	<p>Formatted Comprehensive Plan Template with Appendices for Staff Review</p>	<p>\$24,000</p>
<p>Year 1 Total Due June 15, 2024</p>		<p>\$50,000</p>
<p>Grant Year 2</p>		
<p>Public Review Draft of Comprehensive Plan Includes draft plan with revised goals and policies ready for public review. Includes 2 meetings with Planning Commission or City Council: one public meeting event. Climate Element is included under a separate scope. Anticipated completion date: January 30, 2025</p>	<p>Draft Comprehensive Plan Notification email from Commerce that draft ordinance was given for 60-day review.</p>	<p>\$20,000</p>
<p>Draft Critical Areas Ordinance Includes public hearing. Anticipated completion date: January 30, 2025</p>	<p>Draft Critical Areas Ordinance Notification email from Commerce that draft ordinance was given for 60-day review.</p>	
<p>Adopted Critical Areas Ordinance. Includes approval hearing. Anticipated completion date: April 30, 2025</p>	<p>Adopted Critical Areas Ordinance Notification email from Commerce that adopted</p>	

	ordinance was received.	
Adopted Comprehensive Plan amendment. Perform SEPA Review Includes approval hearing. Anticipated completion date: April 30, 2025	Adopted Comprehensive Plan Completed SEPA Checklist and Threshold Determination Notification email from Commerce that adopted ordinance was received	\$20,000
Draft Development Regulations Ordinance Anticipated completion date: January 30, 2025	Draft Development Regulations Ordinance Notification email from Commerce that draft ordinance was given for 60-day review	\$8,000
Adopted Development Regulations Ordinance. Anticipated completion date: April 30, 2025	Adopted Development Regulations Ordinance Notification email from Commerce that adopted ordinance was received	\$1,000
Finding that the periodic update required by RCW 36.70A.130(b) is complete. Anticipated completion date: June 1, 2025	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete. Notification email from Commerce that adopted ordinance was received.	\$1,000
Year 2 Total Due June 15, 2025		\$50,000
Periodic Update Grant Total		\$100,000

Tasks Funded by Climate Resilience Grant

Step 1	Explore climate impacts.	11/2023-01/2024
Task 1.1	Identify community assets.	
Task 1.2	Explore hazards and changes in the climate.	
Task 1.3	Pair assets and hazards and identify exposure and consequences.	

Task 1.4	Identify priority climate hazards.	
Deliverable 1	Submit a memo summarizing completion of this step	01/15/2024
Step 1 subtotal		\$10,000
Step 2	Audit plans and policies.	11/2023-02/2024
Task 2.1	Review existing plans for climate gaps and opportunities.	
Task 2.2	Determine next step.	
Deliverable 2	Submit a memo summarizing completion of this step.	02/15/2024

Step 2 subtotal		\$5,000
Step 3	Select and/or adapt existing goals and policies.	03/2024-10/2024
Task 3.1	Develop goals.	
Task 3.2	Develop policies, including updates to Critical Areas Ordinance	
Task 3.3	Identify policy co-benefits.	
Deliverable 3	Submit a memo summarizing completion of this step.	10/15/2024
Step 3 subtotal		\$30,000
Step 4	Integrate goals and policies.	08/2024-03/2025
Task 4.1	Review and finalize resilience goals and policies. Prepare edits to Critical Areas Ordinance	
Task 4.2	Consult with partners, stakeholders, and decision-makers.	
Deliverable 4	Draft updated goals and policies to address climate resiliency.	01/30/2025
Deliverable 5	Adopt climate resilience goals and policies by ordinance, or adopt updated FEMA Hazard Mitigation Plan by reference.	02/15/2025
Deliverable 6	Submit a memo summarizing completion of this step.	03/15/2025
Step 4 Subtotal		\$35,000
Climate Element TOTAL		\$70,000

TOTAL ESTIMATE: \$170,000

Rate Table

Principal	\$230/hr.
Senior Civil Engineer	\$175/hr.
Civil Engineer	\$140/hr.
Office Manager	\$95/hr.
2-person Field Crew	\$190/hr.
Mileage	Current Federal Rate
Printing/Production	at Cost
Subconsultant	Cost + 15% Markup

By signing this agreement Client is authorizing Jackson Civil Engineering, LLC (JCE) to begin work and is agreeing to the terms and conditions attached to this contract. JCE will commence work upon receipt of this signed agreement. This proposal is good for 14 days after which JCE reserves the right to rescind or amend this proposal in its entirety.



JACKSON CIVIL ENGINEERING, LLC

CLIENT

JACKSON CIVIL Digitally signed by
Devin Jackson
Date: 2024.02.07
10:41:04 -08'00'
DATE _____

DATE _____

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY NEGOTIATED CONDITIONS OF THIS AGREEMENT, AND ARE REFLECTED IN THE SERVICES TO BE PROVIDED AND THE PRICES THEREFORE:

ADVANCE DEPOSIT: Any advance deposit required under this Agreement may be applied against services provided by JACKSON CIVIL ENGINEERING, LLC ("JCE") at any time during the term JCE provides services under this agreement, including, but not limited to, application against of services last-provided by JCE. Client's payment of the Advance Deposit shall not excuse timely payment of monthly invoices.

PAYMENT/ATTORNEY FEES AND COSTS: Client will be invoiced on a monthly basis. Invoices are due and payable on receipt. Delinquent accounts are charged interest at a rate of eighteen per cent (18%) per annum, and Client agrees to pay the same. Client promises to pay all fees, costs, and expenses incurred relating to the collection of delinquent amounts owed to JCE, including without reasonable attorneys' fees and expert witness fees, fees and costs incurred on appeal, and lien recording and foreclosure fees.

NOTICE OF DISPUTE Client must notify JCE of any invoice dispute in writing within 30 days of the invoice date, and Client's failure to provide such notice during said thirty-day period JCE's invoice shall waive Client's right to dispute such invoice.

REIMBURSABLE EXPENSES: Expenses to be reimbursed shall be those expenses incurred directly for the project, including but not limited to transportation costs, permit fees, mailing, mileage and other directly related charges. Reimbursement for these expenses shall be on the basis of actual costs.

ADDITIONAL SERVICES: All additional services provided at Client request or due to changes of circumstances beyond the series contemplated in the scope of this agreement shall be paid by Client at JCE's standard rates. Changes in circumstances shall include, but not necessarily be limited to, required changes to JCE's work product under this agreement due to changed legal requirements after the date of this Agreement.

COST AND FEE ESTIMATES: Actual time and expenses may vary from cost estimates and fee estimates, as estimates are only JCE's best projection of costs, and actual time spent, and expenses incurred shall be the amount billed.

HOURLY RATES: Jackson Civil reserves the right to amend hourly rates the first of each year.

INSURANCE: JCE is covered by a general liability insurance policy and a professional liability policy, which policies shall each provide for at least \$1,000,000 coverage per occurrence, \$2,000,000 general aggregate. If Client requires additional coverage in excess of that amount, and if procurable, JCE will obtain additional insurance to the level Client requests at Client's sole expense.

FAILURE TO PAY: Client's failure to timely pay any JCE payment due in a timely manner may result in JCE service suspension and JCE withholding plans, documents, and information prepared under contract with Client. JCE may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid.

ACCESS TO SITE: Client shall provide JCE access to the site where services are provided, for activities necessary to perform services. Client warrants that it shall have access to the site.

PROFESSIONAL STANDARDS: JCE provides no warranties, but JCE shall provide services with the skill, diligence and judgment exercised by the prudent engineers in the community where services are provided, to achieve the goals and objectives agreed upon with Client. JCE shall inform Client of progress and changes in conditions that may affect the appropriateness or achievability of some, or all of the goals and objectives of the Client specified in this agreement.

TERMINATION- Either Client or JCE may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay JCE in full for all work previously authorized and performed prior to effective date of termination.

LIMITATION OF LIABILITY: Client waives all claims against JCE and indemnifies and releases JCE from any claim, demand, loss, or liability that Client may now or hereafter have against JCE arising out of or in connection with this

Agreement or the services provided hereunder (whether in tort, contract or otherwise); except for claims, demands, losses or liability resulting from JCE's gross negligence or willful misconduct. JCE's liability to the Client shall never exceed the amount of the fee actually paid to JCE under this Agreement. In no event shall JCE be liable for indirect or consequential damages of any kind.

TRANSFERABILITY OF AGREEMENT: This Agreement is between Client and JCE and is not transferable without the written consent of the other party.

OWNERSHIP OF DOCUMENTS: The calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product") by JCE, whether in hard copy or digital form, are intended for one-time use by Client for this project only. Work Product is and shall remain the property of JCE. Client shall have no right to use the Work Product for one-time use unless all amounts due under this Agreement are paid in full. If Client is in possession of any Work Product and has not paid any amount due hereunder, JCE may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.

INDEMNITY: Client hereby agrees to indemnify JCE and hold JCE harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.

WORK OF OTHERS: JCE shall not be responsible or liable for any work performed or services provided by any entity other than JCE and/or any person that is not a direct employee of JCE, even if JCE coordinates with such entities for completion of the services to be provided under this Agreement. JCE does not assume responsibility for supervising, implementing or controlling the work of others.

VENUE: Any litigation initiated in connection with this Agreement shall take place in Lewis County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Washington state law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

NOTICE OF CLAIMS: Client shall provide JCE immediate written notice of any facts that could potentially result in any potential claim against JCE, including but not limited to any dispute, any claimed damages, any perceived failure by JCE, or otherwise. As a condition precedent to any recovery from JCE, Client shall give JCE written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

SEVERABILITY: If any of the provisions contained in this Agreement are determined to be illegal or unenforceable, the remaining provisions of this Agreement shall not be impaired.

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WORK OF OTHERS: JCE shall not be responsible or liable for any work performed or services provided by any entity other than JCE and/or any person that is not a direct employee of JCE, even if JCE coordinates with such entities for completion of the services to be provided under this Agreement. JCE does not assume responsibility for supervising, implementing or controlling the work of others.

VENUE: Any litigation initiated in connection with this Agreement shall take place in Lewis County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Washington state law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

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CITY OF WINLOCK

REPORT FOR CITY COUNCIL

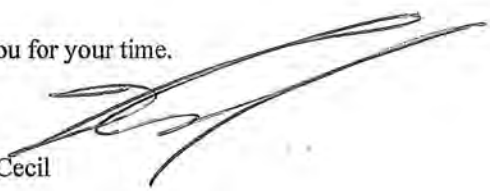
REQUESTS

Water/Sewer Department

2-26-24

1. We have allotted 410,000 out of our capital improvement for upgrades in the water and sewer system. This was done during the budget cycle. Two projects were initially earmarked for this money. I have added a third project to this list.
 1. **REQUEST: We did not get approved for funding for the I&I part of the project. We got approved For a total of 220,980 For Pre-Construction. This will be administered as 50% grant and 50% loan at .6% over 5 years. I would like to pay our part of the grant (110,990) out of the capital improvement funds I have had approved in this years budget cycle. We would like to start this part of the project as soon as possible and get reimbursed by ecology after they formally approve the funding in June Of 2024. This will hopefully allow us to start the construction in 2025. Would also like the approval for the mayor to sign any related documents. I will be working with ecology to insure that we meet all of the requirements for reimbursement.**
 2. PFAS testing from the department of ecology. Request to take advantage of their free testing.
 3. Surplus extra equipment from public works and water and sewer.

Thank you for your time.



Rodney Cecil

Water/Sewer Superintendent

Rodney Cecil

Funding

From: Allen, Stephanie (ECY) <SALL461@ECY.WA.GOV>
Sent: Wednesday, February 7, 2024 2:24 PM
To: Ott, Ellie (ECY); Rodney Cecil
Cc: Myers, Gary (ECY); Cholski, Carey (ECY)
Subject: RE: funding

Hi Rod & Ellie,

Costs incurred prior to July 1, 2024 are eligible for reimbursement under the funding program's interim refinancing option ([WAC 173-98-410](#)).

Once the SFY25 agreement negotiation is underway, the City can work with Grant & Loan Specialist, Carey Cholski, to back date the agreement to cover expenditures prior to that July 1, 2024. Once the agreement is signed, the City will then be able to submit their payment requests & progress reports (PRPRs) for reimbursement. If work is starting early, or prior to a signed agreement, it does need to be in compliance with program requirements to be eligible for reimbursement once the agreement is signed. This is part of the supporting documentation submitted with a PRPR and verification of compliance. So to Ellie's point of there being some risk, any project expenditures occurring prior to a signed agreement carries some risk.

The [Draft Offer List](#) included design funding for the dewatering portion of the application request and the City did qualify for preconstruction hardship. So an offer of \$110,490 as forgivable principal (another term for basically grant money) and \$110,490 of standard loan with a 5-year term at 0.6%. With preconstruction hardship (50-percent forgivable principal and 50-percent standard loan) you draw down both accounts equally. So if you submit a PRPR for a reimbursement of \$100,000, a withdrawal of \$50,000 will be charged to the forgivable and \$50,000 to the standard loan. So in other words, you typically don't receive all the grant money at once.

I hope this answers your question. Please let me know if there's anything else I can do to help!

Stephanie Allen, P.E.

stephanie.allen@ecy.wa.gov | Cell (425) 295-5760

This communication is public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Ott, Ellie (ECY) <EKEY461@ECY.WA.GOV>
Sent: Tuesday, February 6, 2024 10:54 AM
To: Rodney Cecil <winws@cityofwinlock.com>
Cc: Allen, Stephanie (ECY) <SALL461@ECY.WA.GOV>; Myers, Gary (ECY) <gmye461@ECY.WA.GOV>
Subject: RE: funding

Hey Rod – y'all are on the draft offer list for the dewatering portion of the funding – the I/I reduction portion wasn't funded, if I'm recalling things correctly. We can work together (along with Gary Myers) on an application next year to make sure you define the water quality benefit more clearly. The unfunded portion (I/I rdxn) of the application really needed to connect to the permit's influent bypass elimination requirement.

I've cc'd Stephanie Allen to help answer your question. I'm pretty sure that there's risk involved until the final offer list comes out in June but there may be some way to move forward with the solids project now and get reimbursement at a later date.

Community	Project Title	Related Application	Current Phase	Next Phase	Estimated Cost for Current Phase	Estimated Future Cost to Fully Fund Project During Next Biennium
Department	Improvements Design	Toppen-00115				
Vader, city of	City of Vader Wastewater Effluent Diffuser & Lift Station Planning	WQC-2024-Vaderc-00169	Design	Construction	\$120,000	\$1,200,000
Wapato, city of	Facility Plan Amendment No. 2 – Metals Removal Study	WQC-2022-Wapato-00039	Planning	Design	\$140,000	\$7,000,000
Whatcom County Water District #13	Wastewater Planning	WQC-2024-WhCoWD-00190	Planning	Design	\$245,000	\$12,250,000
Winlock, city of	Winlock WWTP Dewatering and I&I Improvements	WQC-2025-Winloc-00102	Design	Construction	\$220,980	\$2,209,800
Winthrop, town of	Town of Winthrop Wastewater Facility/General Sewer Plan	WQC-2021-ToWin-00188	Planning	Design	\$200,000	\$10,000,000
Statewide	Implement nonpoint source pollution mitigation and riparian restoration	N/A	Implementation	Implementation	N/A	\$12,999,445

Rank	Application Number	Applicant	Step	CWSRF Standard Loan	CWSRF FP Loan	Centennial Grant
84	WQC-2025-SelaPW-00121	Selah, city of - Public Works	2	\$2,430,000	\$2,430,000	\$0
88	WQC-2025-Toppen-00115	Toppenish, city of - Public Works Department	2	\$726,500	\$726,500	\$0
92	WQC-2025-CouCit-00187	Coulee City, town of	1	\$75,000	\$75,000	\$0
94	WQC-2025-BremPW-00182	Bremerton, city of - Public Works and Utilities	4	\$444,593	\$0	\$0
97	WQC-2025-WalWal-00048	Walla Walla, city of	4	\$640,000	\$0	\$0
98	WQC-2025-Winloc-00102	Winlock, city of	2	\$110,490	\$110,490	\$0
102	WQC-2025-CiRaym-00023	Raymond, city of	4	\$210,250	\$210,250	\$0
104	WQC-2025-QuinPW-00126	Quincy, city of - Public Works	1	\$322,500	\$322,500	\$0
107	WQC-2025-HoquCi-00110	Hoquiam, city of	2	\$627,500	\$627,500	\$0
117	WQC-2025-BremPW-00186	Bremerton, city of - Public Works and Utilities	4	\$888,000	\$0	\$0
SCPPL	WQC-2019-	Dayton, City of	1	\$1,500,000	\$0	\$0



Rodney Cecil

From: Allen, Stephanie (ECY) <SALL461@ECY.WA.GOV>
Sent: Thursday, February 8, 2024 3:10 PM
To: Rodney Cecil
Cc: Ott, Ellie (ECY); Cholski, Carey (ECY); Myers, Gary (ECY); Prisock, Kimberly (ECY)
Subject: City of Winlock (WQC-2025-Winloc-00102)
Attachments: SRFserviceContractInsert.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Rod,

It was nice to speak with you today. This email is a brief summary of our conversation about options for starting design on the City's Dewatering Project (WQC-2025-Winloc-00102). It sounds like the City plans to move this project forward quite quickly.

The WQ Combined Funding program is able to fund costs incurred prior to July 1, 2024 with interim refinancing ([WAC 173-98-410](#)). Hypothetically, if the City chose to pay for engineers prior to the July 1st deadline, those costs can be recovered by back dating the agreement "start date", to include the time period those early costs were incurred. Then when the agreement is final, the City can submit their payment request/progress report (PRPR) for reimbursement of those costs. You will work with Grant & Loan Specialist, Carey Cholski, during agreement negotiation to select the appropriate "start date".

Today we specifically discussed the City covering 100% of the costs early and submitting for full reimbursement as soon as possible, potentially in the first PRPR. This is an option but does carry some uncertainty as we do not have an agreement for this project yet. The SFY25 includes a draft offer of \$220,980 for this project with preconstruction hardship (50-percent forgivable principal and 50-percent standard loan). This offer will not change between now and the Final Offer List unless, for some reason, the City disagrees with the offer and challenges it through the public comment period (open now until March 4th). But each agreement includes deliverables that are not assigned at this time. So completing deliverables could slow down the project and the ability to move to the construction phase. I can say that design agreements are somewhat standard and typical deliverables include but not limited to:

- Executed contracts for engineering services as well as the process for procuring engineering services. Here's a link to our webpage that provides our contract clauses and specification inserts as well as explanation of some of the typical agreement requirements. I attached the document for service contracts:
[Facility project resources - Washington State Department of Ecology](#)
- Final plans & specs
- A Sewer Revenue and User Rate Plan
- Investment Grade Energy Audit (IGEA)
- Complete SERP Environmental Information Documents (EID)
- Cultural Resources Review Form (typically part of the SERP EID)
- Inadvertent Discovery Plan (typically part of the SERP EID)

I do want to emphasize that we do NOT have an agreement yet for this project but you will work with Carey Cholski and Ellie Ott to develop that design agreement. Also, a couple fiscal items we went over. The agreement continues to accrue interest when it's open but the City can pay the loan off whenever without early repayment penalties. Repayment for the City begins 1-year from the expiration date and if the City chooses to repay the loan before

it goes into repayment, you would work with your contact in Fiscal to get the payoff amount. I do encourage the City to follow-up with any questions around PRPR submittals and repayment with Carey Cholski and the Financial Manager when assigned.

Once the City has completed all deliverables of the design agreement, including regional engineering approval of the plans & specs, the project can move forward to the construction phase through SCPPL. When the project is ready to move forward to construction, the City will work with Carey, Ellie and myself to make an amendment request for the additional construction funds and provide supporting documentation/information. I did offer to run a preliminary hardship analysis for the City to give you all a sense of what level of construction hardship the City might be eligible for. This can be done when the City has an estimate of construction costs, typically when an engineer's estimate is available prior to bid. But depending on hardship severity our funding program offers up to 5 million in forgivable principal or grant money to subsidize project costs.

I think this covers everything we discussed. Please let me know if I forgot something or need additional clarity. I hope this helps and please let me know if you have any additional questions!

Stephanie Allen, P.E.

stephanie.allen@ecy.wa.gov | Cell (425) 295-5760

This communication is public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Allen, Stephanie (ECY)

Sent: Wednesday, February 7, 2024 2:24 PM

To: Ott, Ellie (ECY) <EKEY461@ECY.WA.GOV>; Rodney Cecil <winws@cityofwinlock.com>

Cc: Myers, Gary (ECY) <gmye461@ECY.WA.GOV>; Cholski, Carey (ECY) <CGRU461@ECY.WA.GOV>

Subject: RE: funding

Hi Rod & Ellie,

Costs incurred prior to July 1, 2024 are eligible for reimbursement under the funding program's interim refinancing option ([WAC 173-98-410](#)).

Once the SFY25 agreement negotiation is underway, the City can work with Grant & Loan Specialist, Carey Cholski, to back date the agreement to cover expenditures prior to that July 1, 2024. Once the agreement is signed, the City will then be able to submit their payment requests & progress reports (PRPRs) for reimbursement. If work is starting early, or prior to a signed agreement, it does need to be in compliance with program requirements to be eligible for reimbursement once the agreement is signed. This is part of the supporting documentation submitted with a PRPR and verification of compliance. So to Ellie's point of there being some risk, any project expenditures occurring prior to a signed agreement carries some risk.

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I hope this answers your question. Please let me know if there's anything else I can do to help!

Stephanie Allen, P.E.

stephanie.allen@ecy.wa.gov | Cell (425) 295-5760

PFAS

Rodney Cecil

From: Greenway, Shawnte (ECY) <GRES461@ECY.WA.GOV>
Sent: Wednesday, February 14, 2024 4:44 PM
To: Rodney Cecil
Subject: PFAS study
Attachments: Biosolids-PFAS-Study-Info-20231206.pdf

Hi Rod,

Thank you for talking with me earlier. Attached is some study information you can share with the council. Sampling for this study would be conducted and paid for by Ecology so there would not be a financial cost to Winlock for participating. If the council chooses to participate in this voluntary study, Winlock will be provided with the lab results before Ecology's report is published.

Also FYI, [SB 6163](#) was passed through the state Senate on Monday and is now in committee in the House. If passed, this would require Ecology to make a rule update to require PFAS sampling from facilities. At this point, I don't know how frequently biosolids would be required to be tested but permitted facilities might have to sample at least once between June 2027 and June 2028.

If you would like any additional information, please let me know. Otherwise, I look forward to hearing the council's decision in a couple of weeks.

Take care,

Shawnté Greenway

Pronouns: [they/them](#)

SW Regional Biosolids Coordinator

Department of Ecology

Solid Waste Management Program

Cell: (360) 522-0505

This communication is a public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

Summary

Ecology is conducting a biosolids PFAS sampling study in the Spring of 2024 and is looking for approximately 45 WWTPs to participate in this one-time sampling event. The goal of this study is to begin collecting data about the levels of PFAS present in Washington biosolids. No regulatory action will be taken based on the results of this study, however the data collected is necessary to start characterizing Washington state biosolids PFAS concentration levels. A report will be authored by Ecology at the close of the study to share the information gleaned that will be made publicly available. Facilities that participate will be given an opportunity to review this report prior to its public release.

Participating facilities will have their biosolids sampled by Ecology staff for PFAS using the sampling methods described below. Ecology will do all we can to keep participation anonymous to the extent possible. All associated costs of sampling will be covered by Ecology. Ecology will coordinate sampling events with participating facilities and invite their staff to take part in or observe the sampling process to educate about the necessary precautions taken to eliminate chances of contamination during the sampling process.

Sampling Methods

- EPA's Draft Method 1633 conducted either in house by Ecology's Manchester Laboratory or by a contracted laboratory with appropriate accreditation.
- Novel Non-Targeted Analysis method devised and conducted by EPA's Office for Research and Development.
- (Tentative) Total Organic Fluorine analysis conducted either in house by Ecology's Manchester Laboratory or by a contracted laboratory with appropriate accreditation.

Anonymity

Ecology will keep the participating facilities' identities anonymous to the extent possible. We will not publicly release the names of the facilities participating, nor include them in any documents produced for public release. However, facility names must be recorded on the field notes taken to document the sampling processes, and emails to communicate and coordinate sampling with facilities will be necessary. In the event of a public disclosure request, we would have to release any documentation requested as per the Washington State Public Records Act, RCW 42.56.

Questions or Want to Volunteer?

Reach out to your region biosolids coordinator to volunteer. Reach out to Mounia Sassi or Emily Kijowski if you have further questions. [Contact info](#).

ADA accessibility

To request an ADA accommodation, contact Ecology by phone at 360-407-6831 or email at ecyadacoordinator@ecy.wa.gov. For Washington Relay Service or TTY call 711 or 877-833-6341. Visit Ecology's website for more information.

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE CITY OF WINLOCK,
WASHINGTON, DECLARING PERSONAL
PROPERTY OF THE CITY OF WINLOCK TO
BE SURPLUS AND/OR DESTROYED OF NO FURTHER
USE TO THE CITY.**

THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON,

DO RESOLVE AS FOLLOWS:

SECTION 1. The following described personal property of the City of Winlock, Washington, a municipal corporation, shall be, and the same hereby is declared to be surplus and/or destroyed property of the City of Winlock for the Water/Sewer Department and no longer of necessary and/or under value use to the City:

1. (81) 20-foot 4-inch PVC
2. (14) 20-foot 6-inch PVC
3. 200 feet worth of miscellaneous PVC and iron pipes, lengths, and sizes
4. 4.5 Pallets Kemilime hydrated lime
5. (2) Composite auto samplers
6. Dewatering machine and associated panels and chemical pumps
7. Old UV disinfection system without bulbs
8. (2) 50-foot 3-inch fire hose
9. Electric motor with gear reducer
10. (2) Pallets of burlap sandbag bags
11. Miscellaneous lab equipment
12. (1) Metrotech 810-line tracer
13. (1) Metrotech 850-line tracer
14. (1) Aqua scope subterranean listening device
15. Miscellaneous office electronics (keyboard, monitor computer cables)
16. Electronic flow meter in 12-inch pipe, non-functional
17. (5) Electrical pumps unknown if functioning
18. Gas powered air compressor
19. Target walk behind saw
20. (4) Gas powered trash pumps, 1 functional, 3 non-functional
21. (1) Craftsman 8hp generator
22. Snowplow blade
23. (3) Wheeled sweeper
24. Miscellaneous couplings approximately 100 pieces
25. Miscellaneous construction road signs
26. (3) ABS mixers
27. Belt press with polymer and control

SECTION 2. The personal property described herein shall be disposed of or has been destroyed in a proper manner as required by law. Any revenue received shall be credited to the department from which the property was declared surplus.

ADOPTED by the City Council of the City of Winlock, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 26th day of February 2024.

	Mayor
Attest:	Approved as to form:
_____	_____
Penny Jo Haney, City Clerk	Marissa Y. Jay, WSBA # 55593 City Attorney

Approved Reading: 02/12/2024
Effective Date: 02/12/2024

DRAFT

CITY OF WINLOCK, WASHINGTON
RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY OF WINLOCK, WASHINGTON, ON ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH MRSC FOR THE USE OF ITS SMALL WORKS ROSTER; AND OTHER MATTERS RELATED THERETO; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process; and

WHEREAS, SB 5268 will make a number of changes to the small works roster process. In particular: Effective July 1, 2024, MRSC Rosters will become the designated statewide roster, and roster authorization will expand to include all local governments that are authorized to perform public works; and

WHEREAS, CH. 39.04 RCW is significantly effected by SB 5268; and

WHEREAS, the Council desires to use MRSC Rosters for small public works contracts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. MRSC ROSTERS. The City of Winlock wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for City of Winlock use for small public works contracts and vendor services

developed and maintained by MRSC through MRSC Rosters and authorizes the City of Winlock to enter into such agreement and for the Mayor to sign that contract..

Section 2. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately, or as otherwise provided by law.

Section 4. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this resolution are authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this ___ day of February, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024

Effective Date: _____/2024



Interagency Agreement with

City of Winlock

through

Growth Management Services

**Contract Number:
24-63610-180**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-180

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

1. Contractor City of Winlock PO Box 777 323 NE 1 st St. Winlock, WA 98596		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Penny Jo Haney City Clerk cityclerk@cityofwinlock.com		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov	
5. Contract Amount \$100,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0017109-00	12. UBI # 218-000-656
13. UEI # N/A			
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-180. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

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

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. **FRAUD AND OTHER LOSS REPORTING**

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

9. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

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

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work

Climate Guidance (Section Steps, Tasks, and Deliverables)	Description	End Date
Section 2	Initialize Project	10/2023-1/2024
Task 2.1	Form Climate Policy Advisory Team	
Task 2.2	Establish engagement strategy that supports environmental justice	
Deliverable 1	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	1/15/2024
Section 3, Step 1	Explore Climate Impacts	10/2023-02/2024
Task 1.1	Identify community assets	
Task 1.2	Explore hazards and changes in the climate	
Task 1.3	Pair assets and hazards and describe exposure and consequences	
Task 1.4	Identify priority climate hazards	
Deliverable 2	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook [Note: You may provide a completed copy of your Climate Element Workbook in lieu of a summary memo for this and the other deliverables that follow.]	02/15/2024
Section 3, Step 2	Audit Plans & Policies	02/2024-04/2024
Task 2.1	Review existing plans for climate gaps and opportunities	
Task 2.2	Determine next step [proceed to Step 3 or skip to Step 4]	
Deliverable 3	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	04/15/2024

Section 3, Step 3	Assess Vulnerability & Risk	04/2024-08/2024
Task 3.1	Assess sensitivity	
Task 3.2	Assess adaptive capacity	
Task 3.3	Characterize vulnerability	
Task 3.4	Characterize risk	
Task 3.5	Meet with partners, stakeholders and decision makers to decide course of action	
Deliverable 4	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	
Section 3, Step 4	Pursue Pathways	08/2024-10/2024
Task 4.1	Develop goals	
Task 4.2	Develop policies	
Task 4.3	Identify policy co-benefits	
Deliverable 5	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	10/15/2024
Section 3, Step 5	Integrate Goals & Policies (Ensure that there is adequate time for advisory committee and policymaker consideration)	08/2024-03/2025
Task 5.1	Review and finalize resilience goals and policies	
Task 5.2	Consult with partners, stakeholders and decision makers	
Final Deliverables Deliverable 6	Adopt climate resilience goals and policies by ordinance, or adopt updated FEMA Hazard Mitigation Plan by reference.	02/15/2025
Deliverable 7	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	03/15/2025

Attachment B: Budget

Deliverables	Commerce Grant Funds Climate Resiliency Element)
Deliverable 1 (Climate Resilience): Explore climate impacts. Submit a memo when complete.	\$20,000
Deliverable 2 (Climate Resilience): Audit plans and policies. Submit a memo when complete.	\$20,000
Deliverable 3 (Climate Resilience): Select and/or adapt existing goals and policies. Submit memo when complete.	\$15,000
Deliverable 4 (Climate Resilience): Draft updated goals and policies to address climate resiliency.	\$25,000
Deliverable 5 (Climate Resilience): Adopt climate resilience goals and policies by ordinance, or adopt updated FEMA Hazard Mitigation Plan by reference.	\$12,500
Deliverable 6 and 7 (Climate Resilience): Submit a memo summarizing completion of climate resiliency element.	\$7,500
Total:	\$100,000



Interagency Agreement with

City of Winlock

through

Growth Management Services

Contract Number:

24-63335-045

For

**GMA Periodic Update Grant
2025 Jurisdiction (SFY24-SFY25)**

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63335-029

Local Government Division Growth Management Services

1. Contractor City of Winlock Planning Department PO Box 777 Winlock, WA 98596		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Robert T. Webster Community Development Dir./Planning Commissioner 360-785-3811-Ext: 213/Cell 360-520-5028 winolan@cityofwinlock.com		4. COMMERCE Representative Catherine McCoy Senior Planner Growth Management Services (360) 280-3147 catherine.mccoy@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$100,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0017109-00	12. UBI # 218-000-656	13. UEI # N/A
14. Contract Purpose Grant funding to assist City of Winlock with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget			
FOR CONTRACTOR _____ Brandon Svenson, Mayor City of Winlock _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-029. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

State Fiscal Year Compensation

COMMERCE will reimburse Contractor a maximum of \$50,000 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$50,000 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
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- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

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

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update work plan Anticipated completion date: <i>December 15, 2023</i>	\$1,500	\$0	Periodic update work plan
Public participation plan. Anticipated completion date: <i>December 15, 2023</i>	\$3,500	\$0	Public participation plan
Critical areas analysis. Anticipated completion date: <i>March 31, 2024</i>	\$5,000	\$0	Critical Areas Checklist
Draft Critical Areas Ordinance amendment. Anticipated completion date: <i>January 30, 2025</i>	\$10,000	\$10,000	Draft Critical Areas Ordinance
Adopted Critical Areas Ordinance amendment. Anticipated completion date: <i>April 30, 2025</i>	\$0	\$2,000	Adopted Critical Areas Ordinance
Comprehensive plan analysis. Anticipated completion date: <i>March 31, 2024</i>	\$5,000	\$0	Comprehensive Plan Checklist
Draft Comprehensive Plan amendment. Anticipated completion date: <i>January 30, 2025</i>	\$15,000	\$15,000	Draft Comprehensive Plan
Adopted Comprehensive Plan amendment. Anticipated completion date: <i>April 30, 2025</i>	\$0	\$2,000	Adopted Comprehensive Plan
Development Regulations analysis.	\$5,000	\$0	Development Regulations Checklist

Anticipated completion date: <i>March 31, 2024</i>			
Draft Development Regulations Ordinance amendment. Anticipated completion date: <i>January 30, 2025</i>	\$5,000	\$15,000	Draft Development Regulations Ordinance
Adopted Development Regulations Ordinance amendment. Anticipated completion date: <i>April 30, 2025</i>	\$0	\$5,000	Adopted Development Regulations Ordinance
Finding that the periodic update required by RCW 36.70A.130(b) is complete. Anticipated completion date: <i>June 1, 2025</i>	\$0	\$1,000	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete.
Total Budget	\$50,000	\$50,000	
Control Number (Total Grant Available)	\$50,000	\$50,000	

CITY OF WINLOCK, WASHINGTON
ORDINANCE NO. 1154

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, ADOPTING A NEW CHAPTER 12.50 OF THE CITY OF WINLOCK MUNICIPAL CODE TO ESTABLISH A “COMPLETE STREETS” PROGRAM FOR THE PURPOSE OF PROVIDING SAFE ACCESS AND ACCOMMODATIONS TO ALL USERS INCLUDING BICYCLISTS, PEDESTRIANS, MOTORISTS, AND PUBLIC TRANSPORTATION USERS; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, the city of Winlock Comprehensive Plan addresses the need for new streets to provide transportation for all modes of travel; and

WHEREAS, in order to ensure that the city’s Comprehensive Plan vision is implemented, adoption of a new chapter to address the criteria and procedures for Complete Streets is necessary; and

WHEREAS, in 2011, the Washington State Legislature passed the Complete Streets Bill (ESHB 1071), creating a “complete streets” grant program to encourage street designs that safely meet the needs of all users and also protect and preserve a community’s environment and character; and

WHEREAS, to be eligible for a grant, RCW 47.04.320(2)(b) requires local governments to adopt a jurisdiction-wide complete streets ordinance; and

WHEREAS, adopting a complete streets ordinance will qualify the city of Winlock to apply for the state complete streets grant program, when it is funded by the Legislature; and

WHEREAS, the Council desires to create a new chapter 12.50 WMC as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 12.50 of the Winlock Municipal Code is hereby created to read as follows:

**Chapter 12.50
COMPLETE STREETS POLICY**

Sections:

- 12.50.010 Purpose.
- 12.50.020 Definitions.
- 12.50.030 Exceptions.
- 12.50.040 Projects.
- 12.50.050 Network.
- 12.50.060 Freight/truck routes.
- 12.50.070 Intergovernmental coordination.
- 12.50.080 Best practice criteria.
- 12.50.090 Performance standards.
- 12.50.100 Implementation.

12.50.010 Purpose.

- A. The city of Winlock shall, to the maximum extent practical, scope, plan, design, construct, operate, and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Through ongoing operations and maintenance, the city of Winlock shall identify cost effective opportunities to include complete streets practices.
- B. The vision of Winlock is a community in which all users regardless of age, ability, or preferred mode of travel can safely and efficiently use the public right-of-way to meet their transportation needs.

12.50.020 Definitions.

The following terms when used in this chapter shall be construed to mean as follows:

- A. "Complete Street" means a road that is designed to be safe and accessible for all transportation users including drivers, bicyclists, transit users, freight, emergency service providers, and pedestrians of all ages and abilities.
- B. "Complete street infrastructure" means design features that contribute to a safe, convenient, and comfortable travel experience for users, including but not limited to features such as: sidewalks; share use paths; bicycle lanes; automobile lanes; paved shoulders; landscaping; curbs; accessible curb ramps; bulb-outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; traffic calming devices; surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; and raised medians.

- C. "Street" means any public right-of-way, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, tunnels, and any other portions of the transportation network, that is open for use by the general public.
- D. "Street project" means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street and includes the planning, design, approval, and implementation processes.
- E. "Users" means individuals that use streets, including pedestrians, bicyclists, motorists, and public transportation riders and drivers.

12.50.030 Exceptions.

- A. Facilities for pedestrians, bicyclists, transit users, and/or people of all abilities are not required to be provided when:
 - 1. A documented absence of current or future need exists;
 - 2. Nonmotorized uses are prohibited by law;
 - 3. Routine maintenance of the transportation network is performed that does not change the roadway geometry or operations, such as mowing, sweeping, chip seal, seal coats, and spot repair;
 - 4. The cost would be disproportionate to the current need or probable future uses;
 - 5. Where there are significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas; or
 - 6. In instances where a documented exception is granted by the council.
- B. The exceptions in subsections (A)(1) through (6) of this section require documentation and supporting data to be approved by the city council.

12.50.040 Projects.

Those involved in planning and design of projects within the public right-of-way will give consideration to all users and modes of travel from the start of planning and design work. Transportation improvements shall be viewed as opportunities to create safer, more accessible streets for all users. This shall apply to new construction, reconstruction, and rehabilitation. Community engagement will be encouraged during project planning and development.

12.50.050 Network.

Projects should enhance the overall transportation system and its connectivity for access to parks or recreation areas, schools, downtown, existing pedestrian or bicycle networks, or regional bicycle pedestrian plans prepared by other associated groups such as Lewis County.

12.50.060 Freight/truck routes.

Because freight is important to the overall economy of Winlock and has unique right-of-way needs to support that role, freight will be the major priority on streets classified as truck routes. Complete street improvements that are consistent with freight mobility but also support other modes and user needs shall be considered for truck routes.

12.50.070 Intergovernmental coordination.

It is a goal of the city of Winlock to foster partnerships with all Washington State transportation agencies including the Washington State Department of Transportation (WSDOT), the Federal

Highway Administration, Lewis County, Winlock School District, and any funding agency to implement the complete streets ordinance.

12.50.080 Best practice criteria.

The council or designee shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE) and National Association of City Transportation Officials (NACTO) while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such.

12.50.090 Performance standards.

The city of Winlock shall put into place performance standards with measurable benchmarks to continuously evaluate the complete streets ordinance for success and opportunities for improvement. Performance standards may include transportation and mode shift, miles of bicycle facilities or sidewalks, public participation, number of ADA accommodations built, number of ADA accommodations retrofitted, and number of exemptions from this policy approved.

12.50.100 Implementation.

This policy will primarily be implemented and reviewed during the annual development of the City's six-year transportation improvement plan (STIP). The City will also work to incorporate complete streets principles into the Comprehensive plan and associated documents.

Section 3. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 5. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 6. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this 26th day of February, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024

Draft