

COUNCIL AGENDA

Monday, March 7, 2022



Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com or on YouTube at ECTV Ellensburg. Members of the public may attend City Council meetings either in person or by registering to attend remotely via video conference.

The Study Session will take place in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting is available to livestream on YouTube at ECTV Ellensburg.

To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_FJi4chkuSCKVAfyKmlyVKA

Face coverings are currently required for persons attending City Council meetings in person per the Washington Governor's Proclamation 20-25.17.

AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation. A Request for Accommodation form may be obtained on the first floor of City Hall or by calling the City of Ellensburg ADA Coordinator at 962-7222.

COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](http://ECTV.Ellensburg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

City Council accepts testimony or comments in person or via remote testimony under Citizen Comment on Non-Agenda Items (Item No. 7) as well as for all other topics under the Regular Agenda. Testimony or comments will be accepted in the following manner:

SUBMISSION OF WRITTEN COMMENTS

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_FJi4chkuSCKVAfyKmlyVKA. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early**, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) **Raise your "virtual hand"** in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
6. **Please state your name, address, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

- ◆ When recognized, approach the microphone provided on the right side of the room.
- ◆ Please state your name, address, and whether you are representing only yourself or others.

- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit written comments to the City Clerk.
- ◆ Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
- ◆ Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). Council may consider an item at a future meeting, thus you may wish to concisely state your concern and request placement of your matter on a future agenda. Staff will follow up with speakers as necessary.

CONSENT AGENDA

Members of the audience may request items be removed from the consent agenda by asking for recognition and making the request during Agenda Approval. Items will not be removed from the consent agenda unless your request is confirmed by a councilmember.

AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at 925-8614.

PUBLIC HEARINGS

City Council accepts testimony or comments in person or via remote testimony on a particular subject schedule for Public Hearing. Council will consider all testimony, respond to any questions, and take action after the public hearing is closed. Testimony or comments will be accepted in the following manner:

- ◆ When recognized,
If attending in the Council Chambers, approach the microphone provided on the right side of the room.
If attending remotely, raise your "virtual hand" in the corner of Zoom application on the computer screen or press *9 on your phone.
- ◆ Please state your name, address, and whether you are representing only yourself or others.
- ◆ Please limit your comments to 5 MINUTES.
- ◆ Submit written comments to the City Clerk.

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And virtually via Zoom
Monday, March 7, 2022
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session

Continue - Northwest Open Access Network (NoaNet) Broadband Feasibility Study
Presentation and Discussion 7
Ellensburg Broadband Analysis Update Feb 2022 FINAL 2nd Meeting

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- | | |
|--|----|
| 2.A National Developmental Disabilities Awareness Month
Developmental Disabilities Proclamation | 24 |
| 2.B Irish American Heritage Month 2022
Irish American Heritage Proclamation | 25 |
| 2.C National Women's History Month
National Women's History Month Proclamation | 26 |

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

Items listed below have been distributed to Councilmembers in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.

- | | |
|---|----|
| 5.A Approve Minutes of February 22, 2022 Regular Meeting
Regular Meeting Minutes 2-22-22 | 27 |
| 5.B Approve Minutes of February 22, 2022 Study Session
Study Session Minutes 2-22-22 | 32 |

5.C	Acknowledge Minutes of Boards and Commissions UAC Minutes 1-20-22	33
5.D	Grant agreement with the Washington State Dept. of Ecology (DOE) and an Agreement for Professional Services with Coho Water Resources, LLC for the "Ellensburg Aquifer Storage and Recovery (ASR) Feasibility Study." WAECO Grant Agreement 2-9-22 Consultant Agreement (Coho)	35
5.E	Approve quote from Anixter Inc. for 15kV Medium Voltage Underground Distribution Cable	90
5.F	2022 First Choice Health Updated Documents COE-FCH Renewal Docs for 2022 COE-FCH - Supporting Doc-No Action	92
5.G	Approve March 7, 2022 Voucher Listing 3-7-22 Voucher Listing	118
6.	Petitions, Protests, and Communications	
6.A	Bookworms to Earthworms Seed Share Library Bookworms to Earthworms Seed Share Brochure Bookworms to Earthworms Program Flyer	119
6.B	Kittitas Valley Fire & Rescue (KVFR) Update by Chief Sinclair	
6.C	CenterFuse Semi-Annual Report	124
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Resolution to Reject All Bids for Bid Call No. 2022-03 Distribution Transformers Resolution to reject all bids for Distribution Transformers	125
10.	Unfinished Business	
11.	New Business	
11.A	Ellensburg Animal Shelter & Control Services Future Outlook Ellensburg Animal Shelter and Enforcement Services	128
11.B	Summer Experiences & Enrichment for Kids Fund (SEEK Fund) Grant Acceptance and Subcontractor Agreement 2022 POSTER Scholarships	148

[AWC Agreement](#)

12. Miscellaneous

12.A Manager's Report 174
[3-7-22 Managers Report](#)

12.B Councilmembers' Reports

13. Executive Session

14. Adjournment

Next Ord. 4886
Next Res. 2022-09



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: Continue - Northwest Open Access Network (NoaNet)
Broadband Feasibility Study Presentation and Discussion

Submitted by: Ben Faubion Information Technology

Recommended Action or Motion: Presentation is for discussion and feedback purposes only.

Background/Summary: NoaNet is a mutual non-profit corporation created by Public Utility Districts in rural Washington State, and provides additional support for the City Telecom's fiber optic network. They also provide broadband consulting services, including strategic and feasibility planning. The City has contracted with NoaNet to develop a feasibility study for the City to identify served and underserved areas within the City, and barriers to broadband access in the community. The work to date has included a surveying demand aggregation (survey, marketing with social media outreach, mapping existing infrastructure and demand aggregation results) and research and analysis to explore business planning options.

Previous Council Action: NoaNet began the discussion of their cost analysis and options for consideration at the February 22, 2022 City Council Study Session. Due to time constraints, they were requested to continue their presentation and discussion at this study session.

Analysis: The discussion and presentation will focus on broadband and business case planning, sharing results of the survey, and ask questions about the information presented with the objective of establishing clear direction for developing a long-term strategic plan. A full written report will be provided by NoaNet following the study session in order to incorporate any feedback from Council/UAC.

Financial Impact: Various business models have been evaluated and will be discussed during the study session.

Attachments:

[Ellensburg Broadband Analysis Update Feb 2022 Final 2nd Mtg](#)

City of Ellensburg Broadband Development

February 22, 2022

Chris Walker
Senior Executive Director, Infrastructure Strategy
cwalker@noanet.net

Claire Ward
Marketing and Communications Manager
cward@noanet.net



Business Case Planning

OPEN ACCESS

1. Expand broadband to further support residential and business subscribers
2. Partner with existing and future Internet Service Providers to supply end user services
3. Manage the infrastructure and electronics, ISP's manager end user support and customer connections

EXCESS CAPACITY AND BUSINESS CLASS SERVICES

1. Expand upon infrastructure currently supplying city services
2. Utilize excess capacity in the system to operate individual case base solutions
3. Continue the current model

PUBLIC PRIVATE PARTNERSHIPS

1. Expand broadband to further support residential and business subscribers
2. Partner with one existing Internet Service Providers to supply end user services
3. Manage the infrastructure and electronics, ISP's manager end user support and customer connections

RETAIL

1. Expand broadband to further support residential and business subscribers
2. Directly compete with local providers by supplying broadband directly to consumers
3. Build fiber, electronics, and service drops to citizens

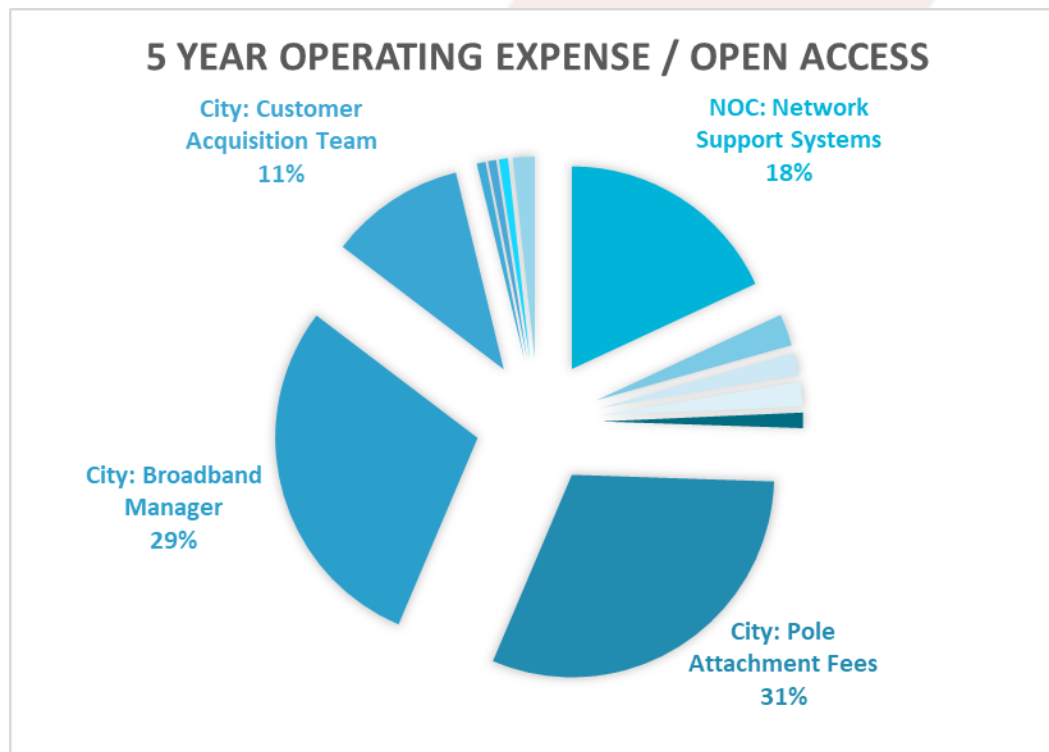
Cost Rollup

Cost Roll Up		Cost Breakdown			
	Totals	East	North	South	West
Number of Premises Activated	2,830	553	909	698	670
Number of Premises Passed	7,075	1383	2272	1746	1674
Overall Adoption Rate	40%	40%	40%	40%	40%
Total Cost of Project	\$16,734,535.94	\$2,876,445.36	\$5,284,382.02	\$4,922,328.15	\$3,651,380.42
Total Cost of Backbone	\$9,012,095.19	\$1,477,279.33	\$2,664,594.50	\$2,992,114.29	\$1,878,107.08
Total Cost of Activation	\$7,722,440.75	\$1,399,166.03	\$2,619,787.52	\$1,930,213.86	\$1,773,273.34
Residential Buildings	6,778	1116	2153	1370	1391
Commercial Building	297	267	119	376	283

Averages		Cost Breakdown			
		East	North	South	West
Drop					
Average Cost per Activation		\$853.00	\$853.00	\$853.00	\$853.00
Average Cost per Service Drop		\$1,300.00	\$1,600.00	\$1,500.00	\$1,400.00
Average Cost per Project Management		\$376.83	\$429.24	\$411.86	\$394.19
Total		\$2,529.83	\$2,882.24	\$2,764.86	\$2,647.19
Network Plus Drop					
Ave Cost per Home	Total	\$5,199.65	\$5,814.68	\$7,048.01	\$5,453.08

Operating Model- Open Access Expenses

Operations and Expense Model						
LINE ITEM DESCRIPTION	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6+
Operating Expenses						
Network Operating Expense	\$ 87,076.88	\$195,344.53	\$309,481.37	\$373,952.15	\$438,537.95	\$443,241.77
Sales and Marketing	\$290,000.00	\$288,250.00	\$296,897.50	\$305,804.43	\$314,978.56	\$324,427.91
Business Administration	\$ 9,500.00	\$ 9,785.00	\$ 10,078.55	\$ 10,380.91	\$ 10,692.33	\$ 11,013.10



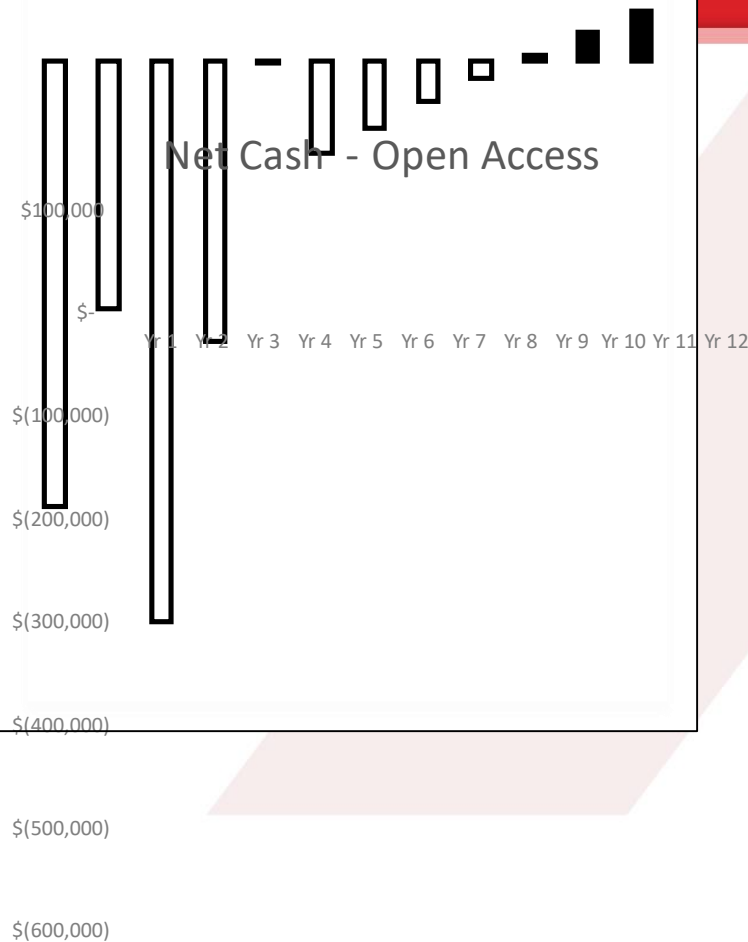
Operating Model- Open Access Revenues

Residential:	Customers	Rate
	2711	\$49 \$250 NRC
Commercial:	Customers	Rate
	106	\$69 \$250 NRC
Commercial Fiber:	Customers	Rate
	11	\$99 \$250 NRC
High Cap Fiber:	Customers	Rate
	1	\$450 \$500 NRC

Total Premises:

- 6,778 homes
- 297 businesses
- 40% take rate modeled
- Average current cost is \$60-79
- Current services have \$0 NRC
- Speed satisfaction pie chart
- Not good with even \$49
- Likely to see these rates doubled by ISP participants

Open Access Revenues



Year 5- Capital Project Completed

Year 6- NRC revenues significantly reduced along with take rate

12-year cash flow analysis:

- Net Cash flow = (\$1,564,766)
- Net Cash Average = \$46k/year with 2% annual increase

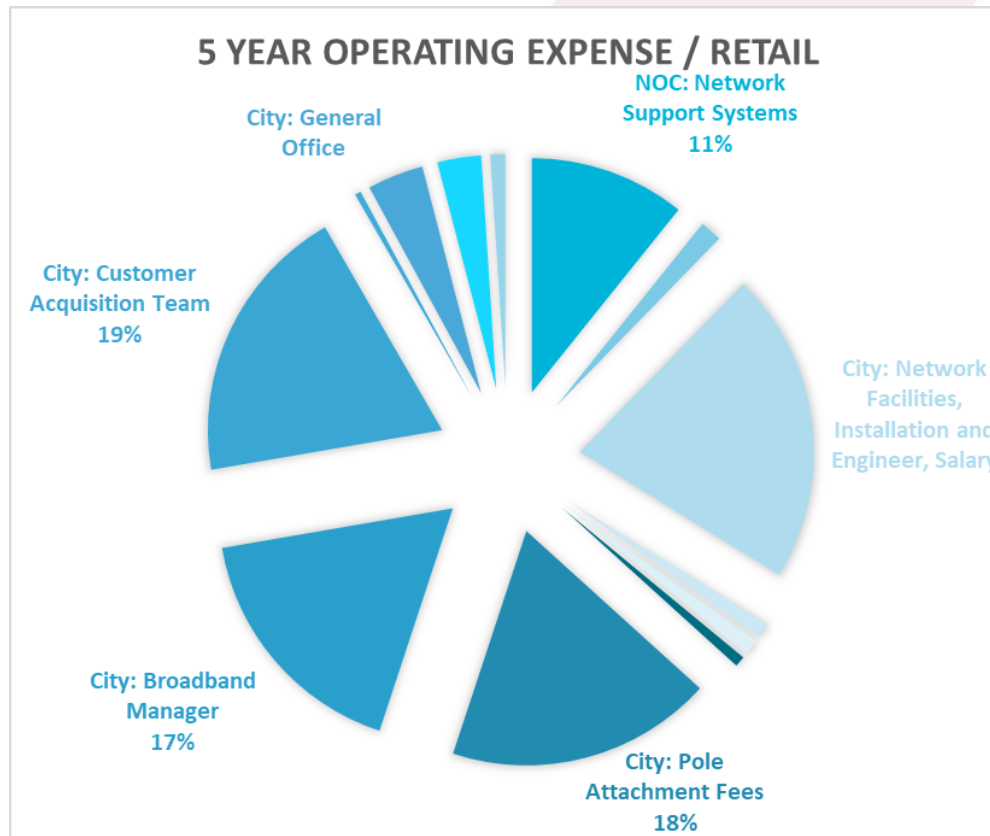
Open Access Market Analysis

THINGS TO CONSIDER

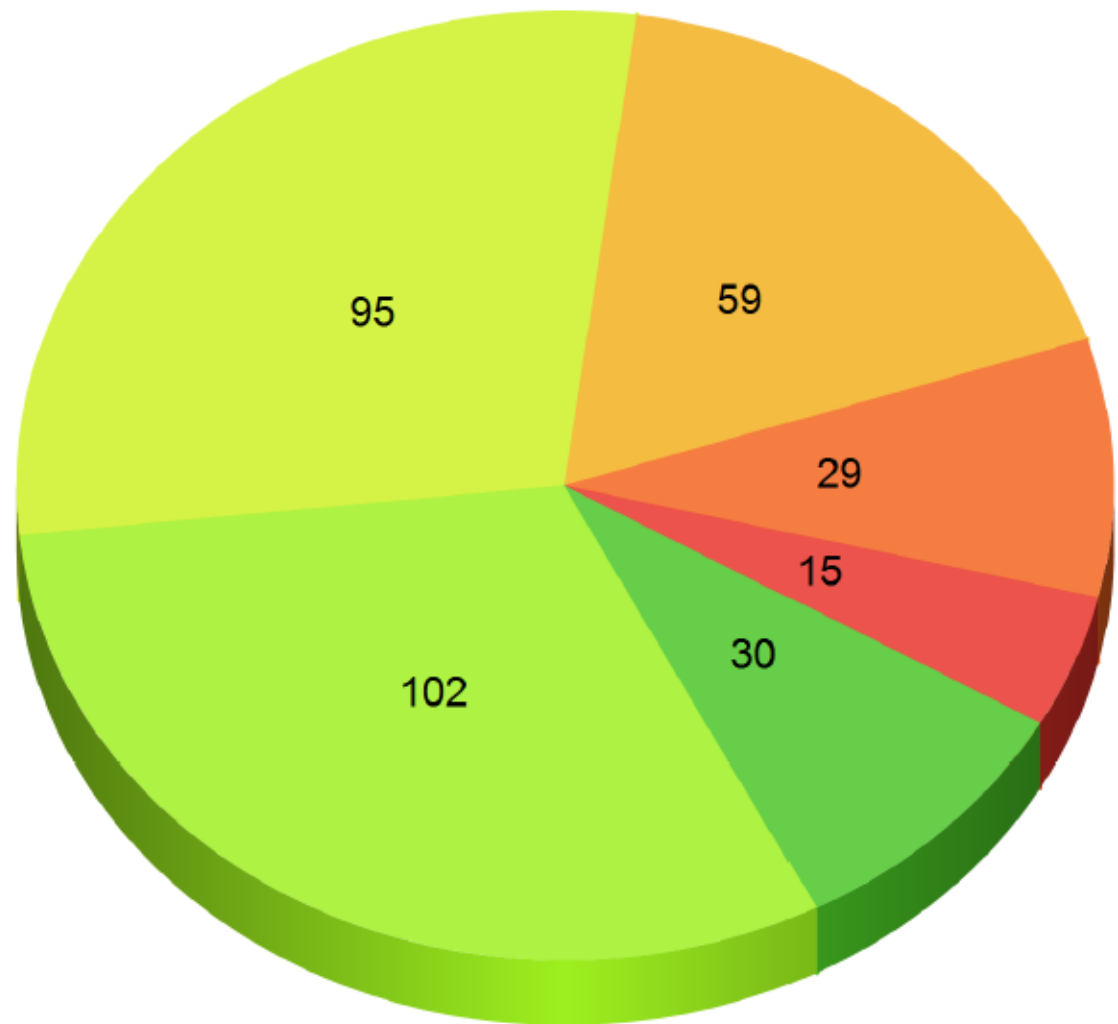
1. Competitive Existing Marketplace
2. Interviewed 6 ISPs, several of whom showed moderate enthusiasm about participating in an open access market.
3. There was higher enthusiasm around gaining access to network to support wireless deployments
4. 2022 Infrastructure and Labor costs are at a premium
5. 40% take rate dependent on successful ISP marketing and consumer engagement
6. Limits City's engagement in sales and marketing efforts
7. Can we physically keep up with the take-rate from a constructability perspective?

Operating Model- Retail Expenses

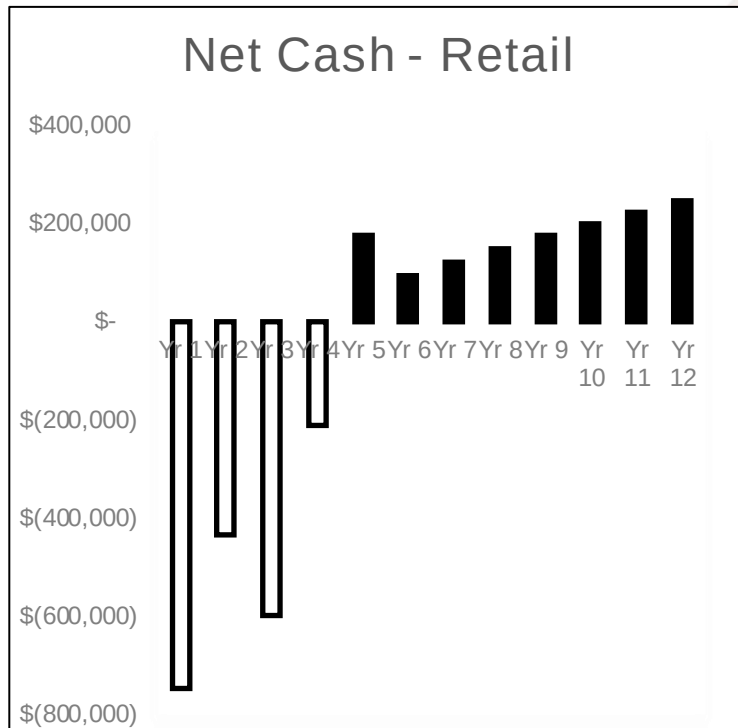
Operations and Expense Model						
LINE ITEM DESCRIPTION	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6+
Operating Expenses						
Network Operating Expense	\$337,076.88	\$452,844.53	\$574,706.37	\$647,133.90	\$719,915.16	\$733,060.29
Sales and Marketing	\$440,000.00	\$442,750.00	\$456,032.50	\$469,713.48	\$483,804.88	\$498,319.03
Business Administration	\$ 80,000.00	\$ 82,400.00	\$ 84,872.00	\$ 87,418.16	\$ 90,040.70	\$ 92,741.93



Satisfaction with speed



Operating Model- Retail Revenues



Year 5- Capital Project Completed

Year 6- NRC revenues significantly reduced along with take rate

12-year cash flow analysis:

- Net Cash flow = (\$607,932)
- Net Cash Average = \$250k/year with 2% annual increase

Retail Market Analysis

THINGS TO CONSIDER

1. Competitive Existing Marketplace
2. High-population of low-income consumers - Subsidization needed
3. High cost of construction
4. Although NRCs are not high, but they don't cover the cost of deployment
5. Impressive marketing campaign needed and community education around subsidization programs
6. Can we physically keep up with the take-rate from a constructability perspective

A fiberhood program could make sense for either model

Current efforts have been very Impactful!

1. Provided much-needed broadband infrastructure for City Services
2. Filled a Community void by supplying broadband to higher-education, public safety and community support institutions
3. Downtown pilot area provided gigabit broadband services to the small and medium businesses who were needing higher capacity at an affordable price
4. Network was built in such a way that continued expansion into underserved pockets over time will be possible

The City's existing infrastructure reduces infrastructure costs of all explored models by \$6,000,000



	<i>With Existing Network</i>	<i>Without Existing Network</i>
<i>East</i>	<i>2.87 million</i>	<i>3.65 million</i>
<i>North</i>	<i>5.28 million</i>	<i>6.97 million</i>
<i>South</i>	<i>4.93 million</i>	<i>5.7 million</i>
<i>West</i>	<i>3.65 million</i>	<i>4.7 million</i>
<i>Total</i>	<i>16.73 million</i>	<i>21.02 million</i>

Excess Capacity

LONG TERM STRATEGIC PLAN

1. Continue serving on existing network following the excess capacity model.
2. Evaluate individual projects on a case-by-case basis to determine cost/benefit analysis and risk profile.
3. Evaluate opportunities with wireless infrastructure provider partners to provide commodity Internet to the community.
4. Continue to operate with the intent to payoff debt.
5. **Reduce scope of city-wide network to take advantage of existing facilitates to reduce cost of construction by eliminating the cost of higher buildout areas, thereby decreasing capitalization on the retail model and increasing margin.**
6. **Engage Public Education and Outreach Initiative for utilization of Affordable Connectivity Subsidy Program for low-income households**
7. **Seek grant funding for Digital Literacy programs**
8. **Continue to engage with Kittitas County and Kittitas PUD in a collaborative manner for potential future projects**
9. Fund steps 1-8 by allocating .5 FTE and NoaNet.

Strategic Considerations

[Excerpt from the 3-year Telecommunications Strategic Plan (2015-2017)]

“The City Council considered but did not choose to proceed with a citywide fiber to the premise project due to the projected \$22 million capital investment, unrealistic high customer rates that would need to be achieved to remain solvent, competitive risks with other service providers, and a lack of community support at that time.”

1. Do you view broadband as a utility service?
2. What is the city's appetite for risk for deploying a city-wide network in a retail model?
3. Based on the survey, is there enough community support for the city to take action?
4. Should the city look at ways to subsidize the customer's connection cost or continue connecting those that can pay for their service extensions?
5. Does the City council want to do a citywide fiber network?
6. In lieu of a city-wide approach, does the City council want to do a reduced-scope project to take advantage of existing network?

Thank you!

Chris Walker
Senior Executive Director, Infrastructure Strategy
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Claire Ward
Marketing and Communications Manager
cward@noanet.net





City of Ellensburg

PROCLAMATION

National Developmental Disabilities Awareness Month

Whereas, in 1987, President Ronald Reagan recognized Developmental Disabilities Awareness Month to “increase public awareness of the needs and the potential of Americans who face developmental disabilities and to provide the opportunities they need in order to live productive lives and to achieve their full potential”; and

Whereas, according to the Center for Disease Control and Prevention, developmental disabilities are defined as impairments in physical, learning, language, or behavior areas, which include Autism spectrum disorders, Cerebral Palsy, attention-deficit/hyperactivity disorder, intellectual or learning disabilities, hearing loss, vision impairment, and other developmental delays; and

Whereas, recent estimates from the CDC show that in the United States, one in six children between the ages of three and seventeen have one or more developmental disabilities. The US Census Bureau estimates 13% of the population, both in Kittitas County and nationwide, is disabled; and

Whereas, in Washington State, 72% of DDA clients live with their parents or relatives, 9% live in their own homes, 8% are in supported living environments, and about 3.5% live in adult family homes; and

Whereas, people with disabilities are less likely to complete high school, less likely to be employed and more likely to live in poverty compared to people without disabilities; and

Whereas, various state and local agencies and organizations provide programs and services for people with Developmental Disabilities such as employment services and community inclusion services; and

Whereas, the mission of the Kittitas County Developmental Disabilities Advisory Committee is to foster an inclusive environment that supports citizens with developmental disabilities and their families to participate in and contribute to all aspects of the community; and

Whereas, National Disabilities Development Awareness Month can be celebrated and promoted by wearing the official ribbon or clothing with the colors yellow and blue;

Now, therefore, the City of Ellensburg does hereby proclaim March as Developmental Disability Awareness month and encourages all citizens to celebrate individuals with disabilities.

Dated this 7th day of March, 2022.

Nancy Lillquist, Mayor

Attest: _____

Beth Leader, City Clerk



City of Ellensburg

PROCLAMATION

Irish-American Heritage Month 2022

Whereas, Irish American Heritage Month began in 1991 with a Presidential Proclamation, calling upon the people of the United States to a month-long celebration of the contributions that Irish immigrants have made to the U. S.; and

Whereas, the United States, and many nations of the world, celebrates St. Patrick's Day annually on March 17 in honor of the patron saint of Ireland; and

Whereas, many Irish immigrants came to this land before this nation was founded, with the largest wave seeking refuge on our shores in the 1840's when the Great Famine ravaged Ireland; and

Whereas, across the country, these immigrants faced calloused discrimination: "No Irish Need Apply" signs were ugly reminders of the prejudice that disfigured American society at that time; and

Whereas, in spite of these persecutions, Irish Americans fought valiantly in the Civil War and other conflicts to protect the freedom of all Americans and to contribute to the success of this country; and

Whereas, in 2018, 32 million individuals in the United States, about 10% of the population, claimed to be of Irish descent, including approximately 4,915 people in Kittitas County; and

Whereas, Irish immigrants and their descendants have contributed greatly to the enrichment of all aspects of life in the United States, including military and governmental service, science, education, art, agriculture, business, industry, and athletics, including 9 of the people who signed our Declaration of Independence; 23 Presidents of the United States; first lady of song Ella Fitzgerald; novelist F. Scott Fitzgerald; astronaut Christa McAuliffe; and, author Mary Higgins Clark; and

Whereas, we recognize the Irish and Irish Americans who contributed to building our local community such as Civil War veteran Patrick Carey, who may have been the first Irish immigrant in the valley, having homesteaded here in 1876; early settler Edward J. Fogarty, who was said to have been a personal friend of Abraham Lincoln; William Crowley, who came to Kittitas County in 1889 to become a teacher, farmer, businessman, County Commissioner and sheriff; and Jack Kelleher, who opened Kelleher Motors in 1911 and whose family continues to sell us cars and trucks today; and

Whereas, the City of Ellensburg recognizes and honors all of the Irish and Irish Americans residing herein who contribute to the strength and vibrancy of our diverse community.

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim March 2022 as Irish American Heritage Month in Ellensburg and encourages all citizens to join in this observance with celebration, friendship and understanding with our Irish and Irish American neighbors.

Signed this 7th day of March, 2022.

Nancy Lillquist
Mayor

Attest: _____
City Clerk



City of Ellensburg

PROCLAMATION

National Women's History Month 2022

Whereas, Congress designated March as Women's History Month recognizing that American women of every race, class, and ethnic background make historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

Whereas, the 2022 theme for Women's History Month is "Women Providing Healing, Promoting Hope;" and to the various ways in which women have provided healing and hope throughout history and today through their unending work during the pandemic; and

Whereas, women have worked tirelessly as medical professionals and healthcare heroes across the country and are going above and beyond in the fight against coronavirus; and

Whereas, in 1992 Mae C. Jemison, a physician prior to joining NASA brought hope and science to children everywhere and Megan Rapinoe, who led the Women's National Soccer team to the World Cup in 2019 provided hope for little girls everywhere in achieving their dreams; and

Whereas, Ellensburg had numerous notable women who contributed to the healing and hope of this community; women such as Mrs. Magdalena Youngberg (1859-1920) who opened and operated the first official hospital in Ellensburg at 801 East 5th Avenue from 1911 to 1920; Gretchen Thatcher who served as a role model for the disability community and dedicated her efforts to provide hope to clients at Central Washington Disability Resources for 20 years; and Donna Nylander, a passionate activist for the dramatic arts, history and life in pioneer times, who worked tirelessly to establish Washoe Friendship Park in downtown Ellensburg; and

Whereas, the City of Ellensburg recognizes and honors all women who continue to contribute to the strength and vibrancy of our nation and this City.

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim March 2022 as Women's History Month in Ellensburg and encourages all citizens to join in this observance by celebrating and reflecting on the healing and hopeful contributions of women in our community. The City Council also encourages all girls and women to pursue their dreams.

Signed this 7th day of March, 2022.

Nancy Lillquist
Mayor

Attest: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

February 22, 2022

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And virtually via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Goodloe

1. Call to Order and Roll Call

Roll Call Present: Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller, Bruce Tabb, Adam Winn

Also present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Executive Assistant Gigstead, Assistant Public Works Director Helgeson, Planning Manager Ayling, Community Development Director Sackett, Finance Director Pascoe, Parks & Recreation Director Case and approximately six members of the public

Also present remotely via Zoom: Four members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Tabb moved to Approve the Agenda as presented.

Staff explained the KVFR Update was rescheduled and needed to be removed from the Agenda.

Councilmember Tabb moved to Amend the motion with removal of Item 6A from the Agenda.

Motion Approved 7-0.

Amended Motion to Approve the Agenda as amended. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Approve Minutes of the February 7, 2022 Regular Meeting

5.B. Approve Minutes of the February 7, 2022 Study Session

5.C. Acknowledge Minutes of Boards and Commissions

5.D. Kittitas County Farmers Market Agreement

5.E. Consultant Agreement – General Sewer System Plan Update and the Aeration System Improvements Pre-Design

5.F. Resolution 2022-04 approving Glahn Street Tree Removal Request at 501 N Water Street

5.G. Stuart Meadows Subdivision Final Plat Application and Approval of Resolution.

5.H. Joint Utility Trench Agreements (JUT) with Consolidated and Charter for the Gateway 1 Project

5.I. Letter of Support for Historic Kittitas Depot

5.J. Approve February 22, 2022 Voucher Listing

Councilmember Elliott moved to Approve the Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

6.A. Kittitas Valley Fire & Rescue (KVFR) Update by Chief Sinclair
ITEM REMOVED

6.B. Appointment Process for Board and Commission Members
City Manager, Heidi Behrends Cerniwey, reviewed information concerning approval and appointment of applicants. Councilmembers discussed options for interviewing by the commission and council liaison. Staff direction was to require the applicant attend a board or commission meeting, interview with the Council liaison and staff, and a board or commission representative. Recommendations for appointment would be forwarded to Council for consideration at a regular meeting. Questions would be developed by staff for these interviews. Reappointments would be advertised, and incumbents would participate in the same interview and appointment process.

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

8.A. Resolution to Declare City Utility and Personal Property as Surplus
The Mayor opened the public hearing.

Mike Helgeson, Assistant Public Works Director, presented information in the staff report.

With no questions or comments from Council or the public, the Mayor closed the public hearing.

Councilmember Tabb moved to Approve adoption of Resolution 2022-06 declaring items as surplus. **Motion Approved 7-0.**

8.B. Closed Record Hearing (quasi-judicial) to consider a Resolution to Approve Application for Preliminary Plat Approval (P21-125) submitted by Tom Abbott, Agent for Schuler Deneen Family Ranch LLC, and Teanaway Ridge LLC, – Mallard Meadows Plat The Mayor opened the public hearing.

Jamey Ayling, Planning Manager, presented information in the staff report.

Mark Villwock, representative for the applicant and present remotely, did not have additional comments.

Council asked questions of staff. With no further discussion, the Mayor closed the public hearing.

Councilmember Tabb moved to Approve adoption of Resolution 2022-07. **Motion Approved 7-0.**

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

11.A. Professional Services Agreement Contract for the Development of the Unity Park Master Plan

Parks & Recreation Director, Brad Case, presented information in the staff report.

Council asked questions of staff.

The Mayor spoke regarding not considering permanent closure of Pearl Street and only consider temporary street closure during the park planning process.

Jennifer Lubanski, 1112 N. Cora Street, spoke regarding including space or toys for children.

John Woods, 1206 W. Bender Road, spoke regarding closing Pearl Street.

Councilmember Tabb moved to Authorize the Mayor to execute the professional consultant services agreement with Walker|Macy for the completion of the Unity Park

Master Plan and authorize staff to make the necessary budget adjustments to 'Fund 160 - Park Acquisition. **Motion Approved 7-0.**

11.B. 2021 Preliminary Fourth Quarter Financial Status and Investment Reports
Finance Director, Jerica Pascoe, presented information in the two reports.

Councilmember Elliott moved to Approve the 2021 Fourth Quarter Financial Status and Investment Reports as presented. **Motion Approved 7-0.**

11.C. City of Ellensburg Land Acknowledgment Statement
Public Information Officer and DEI Commission staff representative, Nicole Klauss, presented information in the staff report.

Tony Aronica, 200 E 17th Ave, present remotely, commented regarding the land acknowledgement statement.

Councilmember Goodloe read a statement recognizing the Wanapum Band of the Confederated Tribes of the Yakama Nation.

Councilmember Elliott moved to Approve adoption of Resolution 2022-08 for the land acknowledgment statement. **Motion Approved 7-0.**

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report. She also recognized the Resolution approved on the Consent Agenda for the Stuart Meadows Plat, which will be moving forward with construction this spring.

12.B. Councilmembers' Reports

- Councilmember Winn attended an Environmental Commission meeting and met with Commissioner Wachsmith at the bowling alley
- Councilmember Tabb attended the Public Transit Advisory Committee and Streateries subcommittee meetings and gave an Affordable Housing update
- Councilmember M. Miller attended a Library Board retreat, Senior Citizen Advisory Commission and Parks and Recreation Commission meetings
- Councilmember D. Miller attended the Steer I-90 and Arts Commission meetings
- Councilmember Goodloe attended the Diversity Equity and Inclusion Commission meeting. She requested future Council discussion regarding greenspace or community gathering areas included in future subdivisions
- Councilmember Elliott attended the EBDA/CenterFuse Board, Planning Commission and KITTCOM Board meetings, provided ICS training for City staff, and requested an excused absence for the March 21, 2022 meeting

Councilmember Tabb moved to Approve an excused absence for Councilmember Elliott for the March 21, 2022 meeting. **Motion Approved 7-0.**

- Mayor Lillquist attended a Developmental Disabilities Board, Airport Advisory, Utility Advisory Committee and Checkerboard Partnership meetings. She requested that Council review options for outside utility agreements and annexations

13. Executive Session

14. Adjournment

Meeting adjourned at 9:04 pm.

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

**Minutes of Joint City Council & Utility Advisory
Committee, Study Session**

February 22, 2022

6:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And virtually via Zoom

Study Session

The meeting was called to order at 6:00 pm.

Councilmember Elliott was absent.

Also Present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, IT & Telecomm Manager Faubion, Chris Walker and Claire Ward with NoaNet

Northwest Open Access Network (NoaNet) Broadband Feasibility Study Presentation and Discussion

Chris Walker and Claire Ward with NoaNet were present to review a presentation on the Broadband Feasibility Study.

Council asked questions and requested additional time to discuss strategic considerations. Additional discussion will take place at the March 7, 2022 study session.

Adjournment

The meeting adjourned at 6:55 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

January 20, 2022

Time of Meeting

3:30 PM

Place of Meeting

Council Conference & remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Lillquist, City Council, term expires May 31, 2022

Gary Gleason, CWU, term expires May 31, 2022

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer, term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Nate Sitton, City Utility Customer; Gary Gleason, CWU; Jim Goeben, Telecom.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Heidi Behrends Cerniwey, City Manager; Paul Meyer, Electrical Engineer; Bradley Campbell, Light Engineer; Drew Houck, IT; Terry Weiner, City Attorney; Nicole Klauss, Public Information Officer; Claire Boyte-White, Department of Ecology; Bill Drumheller, Department of Ecology; Andrew Wineke, Department of Ecology; approximately 3 other virtual attendees.

3. ELECT CHAIRPERSON AND VICE CHAIRPERSON

Nancy Lillquist moved to elect Nancy Goodloe as Chair. Barry seconded. Ed Barry moved to elect himself as Vice Chair. Sitton seconded. All in favor; **motion approved.**

4. APPROVAL OF MINUTES

4.A. Approve minutes - December 16th, 2021 regular meeting minutes

Barry moved to approve the minutes. Lillquist seconded. All in favor; **motion approved.**

5. APPROVAL OF CONSENT AGENDA

None.

6. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

None.

7. TELECOMMUNICATIONS UTILITY DISCUSSION TEMS

7.A. Telecommunications Issues and Updates

Drew Houck gave an update on telecommunications. There is a joint City Council & UAC study session scheduled for Feb 22, 2022 at 6 pm.

8. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

8.A. Climate Commitment Act Presentation from Department of Ecology

Department of Ecology gave an informational presentation on the Climate Commitment Act.

8.B. Ellensburg South Substation Siting Study Agreement for Professional Services

Barry move the Committee forward a favorable recommendation to City Council authorizing the City Manager to execute the agreement with Electrical Consultants, Inc. Lillquist seconded. All in favor; **motion approved.**

8.C. Natural Gas Rate Stabilization Fund

Nancy Lillquist move the Committee to utilize the \$8/MCF rate ceiling in the monthly gas rate calculation utilizing the rate stabilization fund. Barry seconded. All in favor; **motion approved.**

9. INFORMATIONAL ITEMS

9.A. Public Works & Utilities Issues and Updates

Staff gave updates on sewer, water, storm, electric and gas departments. Staff also reported that utilities routinely surplus items and unless UAC has issues or concerns, staff will request City Council to set a Public Hearing for February 22, 2022 at the February 7th City Council Meeting.

10. NEXT MEETING

10.A. February 17th, 2022 at 3:30 pm

11. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:46 pm.

Kim Bowie
Recording Secretary
Drafted: 1/26/2022
Approved: 2/17/2022



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: Grant agreement with the Washington State Dept. of Ecology (DOE) and an Agreement for Professional Services with Coho Water Resources, LLC for the "Ellensburg Aquifer Storage and Recovery (ASR) Feasibility Study."

Submitted by: Derek Mayo Public Works & Utilities

Recommended Action or Motion:

- Staff recommends City Council authorize the Mayor and staff to execute the attached "Ellensburg Aquifer Storage and Recovery Feasibility Study" with the DOE.
- Staff recommends City Council authorize the Mayor and staff to execute the attached Agreement for Professional Services with Coho Water Resources LLC.
- Staff recommends City Council approve the necessary budget adjustments.

Background/Summary: Staff previously received a small \$20,000 grant from DOE to perform a pre-feasibility study to review the potential of Aquifer Storage and Recovery (ASR) for the aquifer. This study found potential benefits for our area, with the benefits also potentially reaching the Yakima Basin. Based on the pre-feasibility findings, staff submitted a request to complete the design and permitting for a pilot test ASR project (ASR Feasibility Study).

Based on notification of grant award, staff has reviewed consultants from the MRSC consultant roster and have selected Coho Water Resources to complete this work.

Previous Council Action: No previous Council action.

Analysis: City staff has worked closely with the DOE on completing the Grant Agreement that is now before Council. The agreement outlines specific project requirements, goals, and reporting requirements that the City is required to complete as apart of these grant funds. The attached Agreement shows as draft, and if approved, will be signed in substantially similar form.

City staff has also negotiated a consultant agreement with

Coho Water Resources (Coho) to complete the work outlined in the DOE grant agreement. The agreement with Coho has an identical scope and fee as the DOE grant, and as such, the grant will fund 100% of the agreement with Coho. City staff will have some project oversight and management, but will not be reimbursed for our time. The Utility Advisory Committee forwarded a favorable recommendation to Council authorizing the grant and consultant agreement at their February 17, 2022 meeting.

Financial Impact:

Staff is requesting a supplemental budget adjustment from Council to the 2022 Water Utility Fund for the \$300,000 grant revenues from the DOE as well as the offsetting \$300,000 in expenditures for the Agreement for Professional Services for the "Ellensburg ASR Feasibility Study".

Attachments:

[WAECO Grant Agreement 2-9-22](#)
[Consultant Agreement \(Coho\)](#)

Agreement No. WRYBIP-2123-EllePW-00028

WATER RESOURCES YAKIMA BASIN INTEGRATED PLANNING AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF ELLENSBURG

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF ELLENSBURG, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Ellensburg Aquifer Storage and Recovery Feasibility Study
Total Cost:	\$300,000.00
Total Eligible Cost:	\$300,000.00
Ecology Share:	\$300,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	12/23/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Yakima Basin Integrated Planning

Project Short Description:

This project will evaluate the feasibility of an Aquifer Storage and Recovery (ASR) and prepare to conduct a pilot test. Tasks will include initiating permitting, modeling the distribution system, and analyzing water quality. An ASR project in Ellensburg will increase water availability for the Yakima Basin.

Project Long Description:

A prefeasibility study of ASR by the RECIPIENT found no fatal flaws. Most of the necessary infrastructure is already in place, including a source of recharge water (“City Wells”, a Ranney-type well), deep wells through which to recharge water, and a distribution system connecting it all together. Recovery of recharged water may be passive by seepage to the Yakima River, and/or it active by pumping wells. The project will maintain reliable municipal supply, and substantive benefits are anticipated to Total Water Supply Availability (TWSA) and fish habitat in the Yakima Basin. As recommended by the prefeasibility study, this project will conduct a feasibility study of an ASR pilot test to resolve

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

questions on permitting, water quality, and engineering variables, and prepare an ASR application.

Permitting that will be initiated includes: 1) a preapplication meeting with Ecology for a groundwater reservoir permit; 2) preparation of an ASR pilot test plan; 3) preparation of a State Environmental Policy Act (SEPA) checklist; 4) submission of a Quality Assurance Project Plan (QAPP); and, 5) consultation with DOH. The RECIPIENT will compile and present information for the preapplication meeting to make the best use of the time committed by all involved.

RECIPIENT will collect water quality data from the source of recharge water to evaluate the potential for biofouling and well clogging and the continued potability of the recharge water under various conditions. Micro-Particulate Analysis (MPA) samples will be collected and analyzed.

RECIPIENT will conduct an engineering evaluation of the existing infrastructure. This work will include modeling the hydraulics of the distribution system, as-is, and the capacity to recharge well(s) while maintaining minimum pressure in the system required by the Washington Department of Health (DOH) to meet fire flow and prevent leaks into the system that may compromise water quality. RECIPIENT will inspect current wellhead configurations to evaluate what recharge pressures they will be able to handle and what retrofits may be needed. The overall engineering examination will inform: 1) which well(s) to consider for ASR pilot testing; 2) retrofits that may be needed; and, 3) engineering costs of ASR implementation.

RECIPIENT will prepare a Programmatic Framework presenting how a fully implemented ASR program may operate and satisfy a range of benefits, such as increasing TWSA, municipal water supply reliability, and fish habitat. General apportionment of benefits and candidate funding sources, including market possibilities for meeting TWSA needs, to implement an operational ASR program will be described. Using data from the water quality baseline, an All Known Available and Reasonable Treatment (AKART) analysis will be conducted regarding the water quality of water proposed for recharge. RECIPIENT will prepare and submit a full application for a groundwater reservoir addressing all of the application requirements.

RECIPIENT will compile a final reporting package which will contain products developed in the project, including technical memoranda as attachments or by reference, supplemental data and analysis, and presentation of such.

Overall Goal:

The overall goal is to perform an initial ASR feasibility study and prepare to conduct pilot testing, as RECIPIENT advances towards implementing a future ASR program. As part of this effort this project will prepare specifics of the pilot test, and a framework for a fully implemented ASR program will be prepared. This deliberate approach will better ensure efficient and productive outcomes of effort and expenditures, and better manage expectations. Unforeseen needs, either technical and/or permitting, may be identified that can be addressed in advance of conducting an ASR pilot test.

Upon completion of this project, RECIPIENT is expected to have permitting in place to allow an ASR pilot test to proceed. A well will be confirmed upon which to conduct recharge. Pilot test engineering design, specifications will be ready to go to bid, and cost estimates will be available to pursue funding. If feasible, the ultimate objective is to implement an operational and permitted ASR program.

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

RECIPIENT INFORMATION

Organization Name: CITY OF ELLENSBURG

Federal Tax ID: 91-6001245

DUNS Number: 060041985

Mailing Address: 501 North Anderson St
Ellensburg, WA 98926

Physical Address: 501 North Anderson St

Organization Email: morrowj@ci.ellensburg.wa.us

Contacts

Project Manager	Derek Mayo City Engineer 501 North Anderson Street Ellensburg, Washington 98926 Email: mayod@ci.ellensburg.wa.us Phone: (509) 962-7232
Billing Contact	Michelle Dufault P.W. Operations Analyst 501 N. Anderson Street Ellensburg, Washington 98926 Email: dufaultm@ci.ellensburg.wa.us Phone: (509) 962-7234
Authorized Signatory	Derek K Mayo City Engineer 501 North Anderson Street Ellensburg, Washington 98926 Email: mayod@ci.ellensburg.wa.us Phone: (509) 962-7232

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Office of the Columbia River
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Office of the Columbia River
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Chris Duncan 1250 W Alder St. Union Gap, Washington 98903-0009 Email: cdun461@ecy.wa.gov Phone: (509) 454-4242
Financial Manager	Carrol Johnston PO Box 47600 Olympia, Washington 98504-7600 Email: CARR461@ecy.wa.gov Phone: (360) 764-3453
Technical Advisor	Chris Duncan 1250 W Alder St. Union Gap, Washington 98903-0009 Email: cdun461@ecy.wa.gov Phone: (509) 454-4242

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Derek Mayo

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2023

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 2

Task Cost: \$69,000.00

Task Title: PRELIMINARY PERMITTING

Task Description:

Addresses preliminary permitting requirements for an ASR pilot test and ASR Reservoir Permit application.

2.1 ASR RESERVOIR PERMIT PRE-APPLICATION MEETING WITH ECOLOGY

A pre-application meeting between RECIPIENT and ECOLOGY for an ASR groundwater reservoir permit. RECIPIENT will prepare background information, a package of meeting materials with supporting visual materials, and a draft application. The pre-application meeting will provide the basis for preparing and submitting an ASR application.

2.2 ASR PILOT TEST PLAN

A pilot test plan will identify:

- a. The source of recharge water and the recharge well.
- b. Rates and volumes of water to be recharged, duration of storage, and rates and volumes of water to be recovered.
- c. The fate of recovered water.
- d. Observation wells.
- e. Schedule of collection of groundwater level and flow rate data.
- f. Schedule of water quality monitoring.

The plan will summarize the authority and permitting under which the pilot test will be conducted. The plan will be prepared using input from the pre-application meeting and will be updated for inclusion with an application package.

2.3 SEPA CHECKLIST

RECIPIENT will prepare a SEPA checklist for an ASR pilot test. Within the limits of time and budget, the SEPA checklist will cover operation of an ASR program to support a groundwater reservoir water right application under Task 5.3. The lead entity for evaluating the SEPA checklist is the RECIPIENT.

2.4 QAPP

RECIPIENT will develop a Quality Assurance Project Plan (QAPP) for project data collection and analysis work. The QAPP will be approved by Ecology and signed before data collection begins.

2.5 CONSULTATION WITH DOH

The Ellensburg ASR pilot test will use the City of Ellensburg drinking water system, which will require modifications to allow recharge from one permitted drinking water source (City Wells – DOH source #S01) to another permitted drinking water source (Route 10 – DOH source #S10). RECIPIENT will consult with DOH on the topics of drinking water quality, maintenance of the security of drinking water sources, meeting construction criteria for drinking water system components, and a project report for retrofits. Modeling of the hydraulics of the distribution system under recharge operations (Task 3.3) will be shared with DOH.

Task Goal Statement:

The goal of this task is to meet preliminary permitting requirements for an ASR application, develop a deliberate approach to conducting an ASR pilot test, identify data collection needs, and obtain preliminary regulatory approvals.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

Task Expected Outcome:

The preapplication meeting will ensure a mutual understanding and expectations between the RECIPIENT and the water right permitting agency (Ecology) with respect to information needs for processing a groundwater reservoir water right application. The ASR pilot test plan will define steps to be taken and to ensure required data is collected. A SEPA determination will be issued by the RECIPIENT. A QAPP will be approved by Ecology. DOH requirements will be defined and incorporated in retrofit engineering design in Task 3. Documentation of activities under this task will be incorporated into the final project report (Task 5).

Recipient Task Coordinator: Derek Mayo**PRELIMINARY PERMITTING****Deliverables**

Number	Description	Due Date
2.1	QAPP	02/28/2022
2.2	Memorandum summarizing preapplication meeting	03/31/2022
2.3	ASR Pilot Test Plan	06/30/2022
2.4	SEPA checklist determination	07/31/2022
2.5	Documentation of DOH consultation	07/31/2022

Agreement No: WRYBIP-2123-EllePW-00028
Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study
Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 3 Task Cost: \$119,000.00

Task Title: PREPARATION AND ENGINEERING

Task Description:

The task contains the on-the-ground preparatory work required to conduct the ASR pilot test.

3.1 WATER QUALITY BASELINE

Baseline water quality data from the source of recharge water and the recharge well will be obtained to evaluate geochemical reactions during ASR operations. Candidate natural element tracers for water balance calculations will be identified.

3.2 ROUTE 10 WELL PRE-ASR EFFICIENCY TEST

A step-rate pumping test will be conducted on the Route 10 to evaluate well efficiency and potential issues under ASR operating conditions.

3.3 HYDRAULIC MODELING OF THE DISTRIBUTION SYSTEM

The hydraulics (pressure and flow rates) of the distribution will be modeled simulating the delivery of water from "City Wells" to three recharge wells (Route 10, Hayward and Illinois Wells). ASR modeling scenarios will be performed using RECIPIENT's existing hydraulic distribution system model to determine distribution system response.

In addition to modeling pilot test hydraulics, alternative ASR recharge scenarios for full ASR operation will be modeled to evaluate the ability of the existing infrastructure to: 1) deliver recharge water to candidate recharge wells; 2) maintain required minimum distribution system pressure for customers, fire safety and meet DOH standards; and, 3) resulting well-head pressures during recharge operations.

3.4 INSPECTION OF WELL HEAD SEALS

The condition of seals at the well-head will be inspected. As-built drawings will be examined, and a field visit will be conducted to verify conditions. Seals of the pump, sounding tubes, electrical lines and other conduits into the well will be checked. Operating ASR recharge pressure ranges for selected wells will be recommended.

3.5 WELL RETROFIT ENGINEERING

ASR injection and recovery retrofit options will be evaluated and a design will be selected for the Route Well 10 for pilot testing and for future ASR operations. Engineering design specifications will be prepared to conduct an ASR pilot test at the Route 10 Well, and a project report will be prepared for DOH. A bid package and engineer's cost estimate will be prepared by the RECIPIENT.

3.6 OBSERVATION WELL NETWORK

A groundwater monitoring network will be established using wells chosen in the Pilot Test Plan. The existing wells will be retrofitted for groundwater monitoring purposes. Water level data from selected wells will be collected by installing transducers in the wells and/or programming of the City's SCADA system

Task Goal Statement:

The goal of this task is to assess the technical viability of conducting a pilot ASR test, and provide engineering design and specifications for retrofitting the Route 10 Well to receive recharge water.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

Task Expected Outcome:

Determination of recharge rates, a bid package for implementing well retrofits and distribution system modifications for ASR pilot testing, and an established groundwater monitoring network.

Recipient Task Coordinator: Derek Mayo**PREPARATION AND ENGINEERING****Deliverables**

Number	Description	Due Date
3.1	Engineering design report.	09/30/2022
3.2	Bid package, including design report, plans, specifications and engineer estimate.	09/30/2022

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 4

Task Cost: \$45,000.00

Task Title: ASR APPLICATION

Task Description:

The intent of this task is to prepare for Ecology a draft report of examination for an ASR groundwater reservoir application and associated documents.

4.1 PROGRAMMATIC FRAMEWORK

A programmatic framework is considered important to define expectations of all parties (e.g., the City, Ecology, and local irrigation districts) involved in the development of an ASR program by the RECIPIENT. This will include presenting, to the appropriate resolution within the limitations of time and budget:

- Interests of various entities (e.g. cities, counties, State agencies, Reclamation, the Yakama Nation, irrigation districts, YBIP, and others)

- Legal framework for ASR operations

- Allocation of benefits

- Operations and costs

- Funding

The Ellensburg ASR program is being developed as an integral part of the Yakima Basin Integrated Plan. Input to the programmatic framework will be solicited from local irrigation districts (e.g., Kittitas Reclamation District (KRD) and Ellensburg Water Company EWC).

4.2 AKART

An All Known Available And Reasonable Treatment (AKART) analysis will be conducted consistent with Ecology guidance. This analysis will be modeled after other ASR programs in the Yakima Basin, including those of the cities of Yakima and Kennewick. Disinfection By-Products (DBPs) are expected to be the variable of principal concern. The source of recharge water (i.e., City Wells) and points of recharge and recovery are all permitted drinking water sources. The AKART will be supported with new water quality data collected under Task 3.1 (Water quality baseline).

4.3 APPLICATION

An application for a groundwater reservoir water right will be prepared consistent with Ecology guidelines. It is assumed that existing information will provide needed support, and minimal new material will be needed. Priority processing of the application is expected under WAC 173-152-050(2)(g) and WAC 173-157-200.

Task Goal Statement:

The goal of this task is to present the reasoning and supporting information to Ecology to process a groundwater reservoir water right application for RECIPIENT.

Task Expected Outcome:

It is expected that Ecology will issue a groundwater reservoir water right permit (temporary or preliminary) to conduct ASR pilot testing.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

Recipient Task Coordinator: Derek Mayo**ASR APPLICATION****Deliverables**

Number	Description	Due Date
4.1	Programmatic framework report	11/30/2022
4.2	Ecology application for a groundwater reservoir water right and supporting documents.	12/31/2022

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

SCOPE OF WORK

Task Number: 5

Task Cost: \$67,000.00

Task Title: REPORTING

Task Description:

The RECIPIENT will prepare and submit a draft and final project ASR feasibility report to Ecology for review. The technical report will include data and information collected, analysis, and preparatory work related to permitting for an ASR pilot test of the Route 10 well, including engineering plans and specifications for construction work as an Appendix. The draft and final report will address conducting pilot testing and associated costs, along with the feasibility of developing for the City of Ellensburg ASR program. Comments by Ecology and the Groundwater Storage Subcommittee will be incorporated into a final report. A report will be submitted in electronic and hard copy format. The RECIPIENT will present the project findings to the YBIP Groundwater Storage Subcommittee on a date mutually agreed to by Ecology and the RECIPIENT.

5.1 ANALYSIS AND DRAFT REPORT

Data complementary to that in the prefeasibility study will be compiled.

Review of the analysis will be conducted by senior technical personnel with extensive experience in the field of Managed Aquifer Recharge (MAR). The conceptual model will be updated.

Products from other project tasks will be incorporated as: integral parts of the report; attachments or appendices; or, by reference (e.g., consultation with DOH; analytical laboratory data sheets; engineering bid package).

A scope of work for the next phase will be developed that will cover engineering/construction retrofits and execution of a pilot test. A budget based on an engineer's cost estimate and a schedule will be included.

5.2 PRESENTATION

Following preparation of the draft report, a presentation will be made to the YBIP Groundwater Storage Subcommittee. A draft of the presentation will be reviewed by interested entities. Concerns will be identified in advance so that they can be addressed ahead of time to allow efficient use of time during the presentation, which is anticipated to involve on the order of 30 individuals.

5.3 FINAL REPORT

A final report will incorporate edits and comments received from Ecology.

5.4 ENVIRONMENTAL INFORMATION MANAGEMENT (EIM) DATA ENTRY

Data produced by the report will be entered into Ecology's EIM system.

Task Goal Statement:

The goal of this task is to:

-Complete a technical report composed of project data and information, analysis and develop an ASR pilot test plan. The project will submit an application for an ASR Reservoir permit and provide related work requirements for an application. The project will design and provide plans and specifications for retrofit construction work required for pilot testing. The project will address the feasibility of developing for the City of Ellensburg ASR program and provide recommendations to advance an ASR

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program.

-Present findings to the YBIP Groundwater Storage Subcommittee, at a date to be determined.

-Enter collected data into Ecology's EIM on-line database.

Task Expected Outcome:

Project reports with construction plans and specifications, completed ASR reservoir permit application, upload EIM data and presentation to YBIP Groundwater Storage subcommittee, and present findings to the YBIP Groundwater Storage Subcommittee.

Recipient Task Coordinator: Derek Mayo**REPORTING****Deliverables**

Number	Description	Due Date
5.1	Draft technical report	03/31/2023
5.2	Project presentation to the Groundwater Subcommittee	
5.3	Final technical report	05/31/2023
5.4	Data upload to Ecology's EIM system	06/30/2023

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BUDGET**Funding Distribution EG220480**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 21-23 Yakima River Basin Water Supp

Funding Type: Grant

Funding Effective Date: 12/23/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: State Building Construction Account

Fund: 057

Type: State

Funding Source %: 100%

Description: Grants for the purpose to assess, plan, and develop projects under the Yakima River Basin Integrated Water Resource Management Plan or for any other actions designed to provide access to new water supplies within the Yakima River basin or any other actions to support the seven elements of the Yakima Basin Integrated Plan.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

21-23 Yakima River Basin Water Supp	Task Total
Project Administration/Management	\$ 0.00
PRELIMINARY PERMITTING	\$ 69,000.00
PREPARATION AND ENGINEERING	\$ 119,000.00
ASR APPLICATION	\$ 45,000.00
REPORTING	\$ 67,000.00

Total: \$ 300,000.00

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Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
21-23 Yakima River Basin Water Supp	0.00 %	\$ 0.00	\$ 300,000.00	\$ 300,000.00
Total		\$ 0.00	\$ 300,000.00	\$ 300,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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DRAFT

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WRYBIP-2123-EllePW-00028

Project Title: Ellensburg Aquifer Storage and Recovery Feasibility Study

Recipient Name: CITY OF ELLENSBURG

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
COHO WATER RESOURCES, LLC**

RELATING TO: ASR FEASIBILITY

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 7th day of March, 2022, by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and Coho Water Resources, an LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Water Supply Management project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through June 30, 2023. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. Any changes requiring additional costs shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$300,000. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY. A list of subconsultants CONSULTANT may engage in this project are contained in Exhibit E.

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from negligent acts, errors or omissions of the CONSULTANT in performance of this Agreement, to the extent attributable to the CONSULTANT'S negligence, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Utilities & Public Works
Attention: Derek Mayo
501 N. Anderson
Ellensburg, WA 98926
Or: mayod@ci.ellensburg.wa.us

Coho Water Resources, LLC
Chris Pitre
123 N 77th St.
Seattle, WA 98103-4605
Or: chris@cohowr.com

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By:



Printed Name: Sheryl R. Wilhelm

Title: Principal

Tax ID#: 47-5581030

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney



Derek Mayo, City Engineer
Department of Utilities and Public Works
City of Ellensburg
501 North Anderson St.
Ellensburg, WA 98926

Re: Ellensburg ASR Feasibility Study

Dear Mr. Mayo:

This scope of work for \$300,000 is presented to the City of Ellensburg (City) for Coho Water Resources, LLC (Coho) to conduct a feasibility study of an Aquifer Storage and Recovery (ASR) program. This work is funded by a \$300,000 grant from the Washington Department of Ecology (Ecology) with whom the City has entered into an agreement (Agreement No. WRYBIP-2123-EllePW-00028; attached by reference). Funding for this project was provided to the City by the Yakima Basin Integrated Plan (YBIP) Groundwater Subcommittee (GWSC; YBIP GWSC).

The budget for Coho's scope of work is the same as the amount of the Ecology agreement, and Coho's scope is to effectively fulfil the technical requirements of the grant. Coho will assist the City in fulfilling project administrative requirements (Task 1). The term of the project is the same as the City's agreement with Ecology: the effective start date is January 1, 2022; the end date is June 30, 2023).

This project will evaluate the feasibility of an ASR program and prepare to conduct a pilot test. Tasks will include initiating permitting, modeling the distribution system, and analyzing water quality. An ASR project in Ellensburg will improve the reliability of municipal water supply and increase water availability generally in the Yakima Basin. Exhibits following this cover letter are:

- Exhibit A: Services (scope of work)
- Exhibit B: Schedule
- Exhibit C: Rates
- Exhibit D: Budget
- Exhibit E: Subconsultants

Coho Water Resources, LLC
123 N 77th St
Seattle, Washington 98103
www.cohowr.com

Should this project find it to be feasible to proceed with a pilot ASR test, a scope of work, budget and specifications will be prepared as a grant application to the YBIP GWSC.

The parties involved (City, Ecology & Coho) have a high level of professional trust, which has been established from having worked together for many years.

LIMITATIONS

Coho will conduct this work to meet professional standards at the place and time in which it is conducted, within the limitations of time and budget.

Thank you for this opportunity to be of service. We appreciate the complex challenge of managing the City's water resource assets and look forward to continuing to support the City in this work.

Sincerely,

Coho Water Resources, LLC



Chris Pitre
Principal
(206) 406-9596
chris@cohowr.com

cc: Ryan Lyyski, Director of Utilities and Public Works, City of Ellensburg
Sherry Wilhelm, Coho Water Resources, LLC

EXHIBIT A. SERVICES (Scope of Work)

This project is comprised of five tasks (Table 1).

Table 1: Task and budget summary.

Task	Coho Budget
1. Project Administration/Management	\$0
2. Preliminary Permitting	\$69,000
3. Preparation & Engineering	\$119,000
4. ASR Application	\$45,000
5. Reporting	\$67,000
TOTAL:	\$300,000

Descriptions of the tasks follow. Details presented in this Exhibit A Scope of Work are short for brevity. More complete descriptions contained in the City-Ecology contract are incorporated into Coho's scope of work by reference.

TASK 1. PROJECT ADMINISTRATION / MANAGEMENT

The goal of this task is to ensure a properly managed project that meets the agreement and Department of Ecology administrative requirements.

This task will be done by the City. Coho will support the City in this task as an integral part of other tasks but has no allocated budget for this task. Effort will be accounted to tasks on which work was conducted during the invoice period. While there is no budget allocated for Coho on this task, this task is included in this scope of work to maintain consistency with the Agreement between the City and Ecology in task numbering.

Description: Coho will provide monthly progress reports and invoices for the City to review and submit to Ecology for reimbursement. The progress reports will describe:

- Work conducted in the invoice period.
- Work anticipated to be conducted in the coming month.
- Substantive changes in approach and/or budget (actual, anticipated and/or requested).

Invoices will list:

- Work conducted in the period of the invoice.
- Listing of effort (hours) by Coho, and expenses (e.g., subconsultants, laboratory analysis, equipment rental, travel, printing).
- Total project and task summary budget status.

Budget: There is no budget for this task. Effort will be accounted to tasks on which work was conducted during the invoice period.

TASK 2. PRELIMINARY PERMITTING

The goal of this task is meet preliminary permitting requirements for an ASR application, develop a deliberate approach to conducting an ASR pilot test, identify data collection needs, and obtain preliminary regulatory approvals. Documentation of activities under this task will be incorporated into the final project report (Task 5).

Subtask 2.1. ASR Reservoir Permit Pre-Application Meeting

Coho will arrange and attend a pre-application meeting with the City and Ecology for an ASR groundwater reservoir permit. Coho will prepare background information in a package of meeting materials with supporting visual materials and a draft application (i.e., the application will not be complete). The pre-application meeting will guide the work conducted in this project and provide a basis for preparing and submitting an ASR application under Subtask 4.3.

Subtask 2.2. ASR Pilot Test Plan

A pilot test plan will identify:

- a. The source of recharge water and the recharge well.
- b. Rates and volumes of water to be recharged, duration of storage, and rates and volumes of water to be recovered.
- c. The fate of recovered water.
- d. Observation wells.
- e. Schedule of collection of groundwater level and flow rate data.
- f. Schedule of water quality monitoring.

The plan will summarize the authority and permitting under which the pilot test will be conducted. The plan will be prepared using input from the pre-application meeting and will be updated for inclusion with an application package.

Subtask 2.3. SEPA Checklist

A SEPA checklist will be prepared for an ASR pilot test. Within the limits of time and budget, the SEPA checklist will cover operation of an ASR program to support a groundwater reservoir water right application under Task 5.3. The lead entity for evaluating the SEPA checklist is expected to be the City of Ellensburg.

Subtask 2.4. QAPP

A Quality Assurance Project Plan (QAPP) will be developed for project data collection and analysis work. The QAPP will be approved by Ecology and signed before data collection begins.

Subtask 2.5. Consultation with DOH

The Ellensburg ASR pilot test will use the City of Ellensburg drinking water system, which will require modifications to allow recharge from one permitted drinking water source (City Wells – DOH source #S01) to another permitted drinking water source (Route 10 – DOH source #S10). The Washington Department of Health (DOH) will be consulted on the topics of drinking water quality, maintenance of the security of drinking water sources, meeting construction criteria for drinking water system components, and a project report for retrofits. The results of modeling the hydraulics of the distribution system under recharge operations (Subtask 3.3) will be shared with DOH.

Table 2: Task 2 deliverables and schedule.

Number	Description	Due Date
2.1	Memorandum summarizing preapplication meeting	Two weeks after the Pre-Application meeting.
2.2	ASR pilot test plan	June 30, 2022
2.3	SEPA checklist determination	July 31, 2022
2.4	QAPP	Three weeks after Coho receives from the City authorization to proceed.
2.5	Documentation of DOH consultation	July 31, 2022

TASK 3. PREPARATION & ENGINEERING

The goal of this task is to assess the technical viability of conducting a pilot ASR test and provide engineering design and specifications for retrofitting the Route 10 Well to receive recharge water. The task contains the on-the-ground preparatory work required to conduct the ASR pilot test.

Subtask 3.1. Water Quality Baseline

Baseline water quality data from the source of recharge water and the recharge well will be obtained to evaluate geochemical reactions during ASR operations. Candidate natural element tracers for water balance calculations will be identified.

Subtask 3.2. Route 10 Well Pre-ASR Efficiency Test

A step-rate pumping test will be conducted on the Route 10 Well to evaluate well efficiency and potential issues under ASR operating conditions.

Subtask 3.3. Hydraulic Modeling of the Distribution System

The hydraulics (pressure and flow rates) of the distribution system will be modeled simulating the delivery of water from City Wells to three recharge wells (Route 10, Hayward and Illinois Wells). ASR modeling scenarios will be performed using the City's existing hydraulic distribution system model to determine distribution system response.

In addition to modeling pilot test hydraulics, alternative ASR recharge scenarios for full ASR operation will be modeled to evaluate the ability of the existing infrastructure to: 1) deliver recharge water to candidate recharge wells; 2) maintain required minimum distribution system pressure for customers, fire safety and DOH standards; and, 3) resulting well head pressures during recharge operations.

Subtask 3.4. Inspection of Wellhead Seals

The condition of seals at the wellhead will be inspected. As-built drawings will be examined, and a field visit will be conducted to verify conditions. Seals of the pump, sounding tubes, electrical lines and other conduits into the well will be checked. Operating ASR recharge pressure ranges for selected wells will be recommended.

Subtask 3.5. Well Retrofit Engineering

ASR injection and recovery retrofit options will be evaluated and a design will be selected for the Route Well 10 for pilot testing and for future ASR operations. Engineering design specifications will be prepared to conduct an ASR pilot test at the Route 10 Well, and a project report will be prepared for DOH. A bid package and engineer's cost estimate will be prepared.

Subtask 3.6. Observation Well Network

A groundwater monitoring network will be established using wells chosen in the Pilot Test Plan. The existing wells will be retrofitted for groundwater monitoring purposes. Water level data from selected wells will be collected by installing transducers in the wells and/or programming the City's Supervisory Control And Data Acquisition (SCADA) system.

Table 3: Task 3 deliverables and schedule.
(Deliverable numbers do not correlate to Subtask numbers.)

Number	Deliverable Description	Due Date
3.1	Engineering design report.	September 30, 2022
3.2	Bid package, including design report, plans, specifications and engineer estimate.	September 30, 2022



TASK 4. ASR APPLICATION

The intent of this task is to prepare for Ecology an ASR groundwater reservoir application and associated documents.

Subtask 4.1. Programmatic Framework

A programmatic framework is considered important to define expectations of all parties involved in the development of an ASR program by the City of Ellensburg (e.g., the City, Ecology, and local irrigation districts). The framework will include present the following, to the appropriate resolution within the limitations of time and budget:

- Interests of various entities (e.g., cities, counties, State agencies, Reclamation, the Yakama Nation, irrigation districts, YBIP, and others).
- Legal framework for ASR operations.
- Allocation of benefits.
- Operations and costs.
- Funding.

The Ellensburg ASR program is being developed as an integral part of the Yakima Basin Integrated Plan. Input to the programmatic framework will be solicited from local irrigation districts (e.g., Kittitas Reclamation District and the Ellensburg Water Company).

Subtask 4.2. AKART

An All Known Available And Reasonable Treatment (AKART) analysis will be conducted consistent with Ecology guidance. This analysis will be modeled after other ASR programs in the Yakima Basin, including those of the cities of Yakima and Kennewick. Disinfection By-Products (DBPs) are expected to be the variable of principal concern. The source of recharge water (i.e., City Wells) and points of recharge and recovery are all permitted drinking water sources. The AKART will be supported with new water quality data collected under Subtask 3.1 (Water quality baseline).



Subtask 4.3. Application

An application for a groundwater reservoir water right will be prepared consistent with Ecology guidelines. It is assumed that existing information will provide needed support, and minimal new material will be needed. Priority processing of the application is expected under WAC 173-152-050(2)(g) and WAC 173-157-200.

Table 4: Task 4 deliverables and schedule.

Number	Description	Due Date
4.1	Programmatic framework report.	November 30, 2022
4.2	AKART	December 31, 2022
4.3	Ecology application for a groundwater reservoir water right and supporting documents.	December 31, 2022

TASK 5. REPORTING

The intent of this task is to prepare for Ecology an ASR groundwater reservoir application and associated documents.

Subtask 5.1. Analysis & Draft Report

Data will be compiled and analyzed. The analysis and presentation of the information will be conducted by senior technical personnel with extensive experience in the field of Managed Aquifer Recharge (MAR). The conceptual model presented in the prefeasibility study will be updated.

Products from other project tasks will be incorporated as: integral parts of the report; attachments or appendices; or, by reference (e.g., consultation with DOH; analytical laboratory data sheets; engineering bid package).

A scope of work for the next phase will be developed that will cover engineering/construction retrofits and execution of a pilot test, as appropriate. A budget based on an engineer's cost estimate and a schedule will be included.



A draft report will be submitted to the City and Ecology for review.

Subtask 5.2. Presentations

A presentation of the findings will be made to the City (e.g., staff, the Utilities Advisory Committee, or Council/Councilmembers). Following submission of the draft report to Ecology, a presentation will be made to the YBIP GWSC.

Subtask 5.3. Final Report

A final report will incorporate edits and comments received from the City and Ecology.

Subtask 5.4. Environmental Information Management (EIM) Data Entry

Coho will enter data produced by this project into Ecology's EIM system.

Table 5: Task 5 deliverables and schedule.

Number	Description	Due Date
5.1	Draft technical report.	March 31, 2023
5.2	Presentations to the City and the YBIP GWSC.	To Be Determined
5.3	Final technical report.	May 31, 2023
5.4	Data upload to Ecology's EIM system.	June 30, 2023



EXHIBIT B. SCHEDULE

The effective date of this project is January 1, 2022. The Time of Performance will extend through June 30, 2023. These dates are largely the same as in the Agreement between the City and Ecology. Deliverable dates listed in the City-Ecology contract, which were developed in the fall of 2022, are listed below. Because of delays in contracting between the City and Ecology, these deliverable dates are not firm, but provide a relative time scale for execution of the work. The term for execution of the work was originally two years, but delays in establishing an agreement have shortened the term to 16 months. Ecology has confirmed with Coho that Ecology will provide flexibility in execution of the work and a no-cost extension of the term, if requested. Coho will endeavor to execute the work within the currently existing term.

Table B1: Deliverables and Schedule

Number	Description	Due Date
1.1	Progress Reports submitted quarterly and with each payment request.	Quarterly
1.2	Recipient Closeout Final Report.	June 30, 2023
2.1	Memorandum summarizing preapplication meeting.	Two weeks after the Pre-Application meeting.
2.2	ASR pilot test plan.	June 30, 2022
2.3	SEPA checklist determination.	July 31, 2022
2.4	QAPP.	Three weeks after Coho receives from the City authorization to proceed.
2.5	Documentation of DOH consultation.	July 31, 2022
3.1	Engineering design report.	Sept. 30, 2022
3.2	Bid package, including design report, plans, specifications and engineer estimate.	Sept. 30, 2022
4.1	Programmatic framework report.	Nov. 30, 2022
4.2	AKART	December 31, 2022
4.3	Ecology application for a groundwater reservoir water right and supporting documents.	Dec. 31, 2022
5.1	Draft technical report.	March 31, 2023
5.2	Project presentation to the Groundwater Subcommittee.	To Be Determined
5.3	Final technical report.	May 31, 2023
5.4	Data upload to Ecology's EIM system.	June 30, 2023



EXHIBIT C. RATES

This work will be conducted on a time and materials basis using the rates in Table 2.

Table C1: Rates (general).

Labor	\$150/hr
Travel (Seattle-Ellensburg round trip; includes tolls, gas, car rental, ferries) *	\$150/trip
Travel (additional mileage; e.g., during field work)	Federal mileage rate (\$0.585 for 2022; may be adjusted if/when the federal rate changes – e.g., on Jan. 1, 2023)
Hotel *	\$150/night
Per diem	\$50/day
Contractors, including drillers	Cost + 15%
Subconsultants, laboratories, and other expenses	Cost + 10%

* Travel and accommodation may be higher if supported by the federal mileage rate or receipts.

Table C2: Rates (equipment).

Item *	Day	Week	Month
Transducer & Data Logger	\$30	\$120	\$360
Water Level Meter ("sounder", 200', 500')	\$20	\$80	\$240
Rossum Sand Tester	\$20	\$80	\$240
Field Kit (general, consumables) **	\$25	\$100	\$300
Water Quality Field Params. ***	\$25	\$100	\$300
Free chlorine field colorimeter	\$50	\$100	\$300
Water Quality Multimeter (T, DO, Eh, pH, Cond.)	\$100	\$300	\$1,000

* Discounted rates available for long-term periods.

Items not listed will be charged at less than offered by local competitors.

** Sample bottles/bags, tools, clamps, cables, Rite-in-the Rain, chains, transducer hangers, etc.

*** Titration alkalinity, EDTA hardness, methyl orange and phenolphthalein (total) acidity.



EXHIBIT D. BUDGET

A budget of \$300,000 is allocated to this scope of work (Table 3). Coho may reallocate budget between tasks in response to realized efficiencies and recognized needs within the total project budget. If budget is reallocated between tasks, expenditure of budget will continue to be accounted within the original tasks, and Coho will maintain documentation tracking such reallocations.

Table 3: Budget. (Exhibit D)

Task	Budget
1. Project Administration/Management	\$0
2. Preliminary Permitting	\$69,000
3. Preparation & Engineering	\$119,000
4. ASR Application	\$45,000
5. Reporting	\$67,000
TOTAL:	\$300,000



EXHIBIT E. SUBCONSULTANTS

The following subconsultants may be retained by Coho to complete portions of the work. The key point of contact/project manager, a brief descriptor of capabilities, and roles in the Ellensburg ASR feasibility study project are presented. Approval of this scope of work reflects the City's acceptance of Coho's engagement of these subconsultants to complete the scope of work.

Geosyntec Consultants, Inc.

Robert Anderson (Bob) will be the point of contact for Geosyntec. He is a senior consultant with over 30 years experience of groundwater management in the states of Washington, Oregon and California. His areas of expertise include Managed Aquifer Recharge. He was the project director for:

- Evaluation of Managed Aquifer Recharge sites across the Yakima Basin, which included identifying the Ellensburg ASR project as a prime candidate for groundwater storage.
- Manashtash Creek assessment of hydraulic continuity between and conjunctive use of surface water and groundwater.
- Evaluation of Surface Aquifer Recharge in the East Kittitas Valley.

Role: Bob will provide high level review of technical work. Geosyntec may provide supporting staff for field work and/or technical analysis. Geosyntec may take the lead on geophysical surveys and computer simulation modeling of groundwater flow, if these are needed.

Confluence Engineering

Alex Mofidi will be the point of contact for Confluence Engineering. Alex is a senior project manager with over 25 years of experience evaluating and optimizing potable water treatment, assessing effectiveness of drinking water disinfectants, developing water quality monitoring and improvement programs, developing design criteria for new applications of conventional and advanced treatment technologies, and facilitating the evaluation and design of water quality and treatment solutions for clients across North America, Australia, New Zealand, and East Asia.



Role: Confluence will support technical communications with DOH regarding consideration of surface water influences on the source of recharge water (City Wells) for ASR operations, and the possible need for advanced treatment (Subtask 2.5).

Gray & Osborne

Dave Ellis, P.E., based in Yakima, WA, will be the point of contact for Gray & Osborne, Inc. (G&O). G&O has worked for the City for several decades, including updating water system plans and recently upgrading the City's wastewater treatment system. Their focus is civil engineering of municipal infrastructure.

Role: G&O will provide civil engineering support, particularly in the following subtasks:

Subtask 3.3 Hydraulic modeling of the distribution system.

Subtask 3.4 Inspection of wellhead seals.

Subtask 3.5 Well retrofit engineering.

Central Washington University

Carey Gazis will be the point of contact for Central Washington University. Dr. Gazis has taught at CWU since 1997 with emphases on hydrogeology, geochemistry and isotopes. She co-authored a seminal research paper on the geochemistry of groundwater in the Kittitas Valley.¹

Role: Dr. Gazis will provide support in the collection, analysis and interpretation of geochemistry data. All analysis will be conducted according to the QAPP. Students may participate in the cost-efficient gathering of water quality data and/or water quantity data (e.g., water level, meter readings, transducer downloads, etc.).

¹ Taylor, S.A. and C.A. Gazis, 2014. A geochemical study of the impact of irrigation and aquifer lithology on groundwater in the Upper Yakima River Basin, Washington, USA. *Environ Earth Sci* (2014) 72:1569–1587 DOI 10.1007/s12665-014-3062-7



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: Approve quote from Anixter Inc. for 15kV Medium Voltage Underground Distribution Cable

Submitted by: Paul Meyer Public Works & Utilities

Recommended Action or Motion: Staff recommends City Council authorize the City Manager to execute P.O. #123581 for the purchase of 15kV Medium Voltage Underground Distribution Cable with Anixter Inc. in the amount of \$134,100 plus tax.

Background/Summary: The Public Works and Utilities – Light Division annually budgets and publishes a bid for Medium Voltage Underground Residential Distribution (URD) Cable. The cable is used for capital construction projects and to replenish inventory.

Bid Call 2022-02 15kV Medium Voltage Underground Distribution Cable was advertised in the newspaper and the City website, but staff received no bids.

Previous Council Action: Award of previous bids for Underground Residential Distribution Cable: Bid 2021-12 awarded 11-15-21, Bid 2019-20 awarded 6/17/2019 and Bid 2018-21 awarded 10/15/2018.

Analysis: Bid Call 2022-02 15kV Medium Voltage Underground Distribution Cable was advertised in the newspaper and on the City website and staff received no bids. Per RCW 35.23.352(1) the City is allowed to "enter into a contract without any further call or may purchase the supplies, material or equipment."

Staff contacted Anixter Power Solutions and requested a quote for 30,000 lineal feet of 1/0 AWG underground residential distribution cable. They provided a quote in the amount of \$134,100 plus tax. The quote submitted by Anixter is above the Engineers Estimate of \$104,100 approximately 29%. This increase is expected due to recent market conditions. These materials are essential to the operations of the Electrical Utility and must be purchased. Adequate budget exists to

accommodate the additional cost. The Utility Advisory Committee was advised that the City did not receive any bids, and staff would seek quotes for the cable. Staff recommends Council authorize the purchase.

Financial Impact:

Funds are available within the 2022 Light Division budget for purchase of the Medium Voltage URD Cable.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: 2022 First Choice Health Updated Documents

Submitted by: Lisa Young Human Resources

Recommended Action or Motion: Staff requests Council approve the Mayor's signature on the documents presented.

Background/Summary: First Choice Health has provided the annual update to the administrative fee schedule for 2022 (Appendix D), which outlines the costs for administering our health plan, as well as a current "Renewal Changes and Recommendations" form, which reflects no plan changes for 2022. Additionally, due to changes made by First Choice Health for their subrogation services, and changes in City staff, other administrative documents required updates for 2022 (Appendix A, Appendix K, PHI Designation Form). These documents have been reviewed by our broker, Alliant Benefit Services, as well as City administrative leadership.

Previous Council Action: None

Analysis: Human Resources reviewed the fee schedule agreement with Alliant and First Choice representatives in preparation for Council approval.

Agreements from prior years are also included for informational purposes and do not require any action (Business Associate Agreement and Appendix F).

Financial Impact: There was an overall increase of 6.4% in plan administration fees, in part due to a mandatory re-issue of member ID cards as a result of the federal "No Surprises Act", which requires that ID cards include member cost share information.

Attachments:

[COE-FCH Renewal Docs for 2022](#)

[COE-FCH - Supporting Doc-No Action](#)

APPENDIX D
Fee Schedule
First Choice Health / City of Ellensburg

1. For services provided by TPA pursuant to this agreement, the Plan Sponsor will pay TPA the following administrative fees:

TPA & Network Services	January 1, 2022 – December 31, 2022
General Administration of Medical/Vision Plan: TPA services including: a customer service call center, benefit administration, stop-loss reporting and claim processing.	\$33.42 per employee per month (PEPM)
FCHN PPO Access Fee	Included
First Health National Wrap Network	20% of savings
Out-of-Network Claim Negotiation Services	20% of savings
In-Network Single Case Negotiation Services, including large case non-standard CAP Arrangements and Single Case Agreements (SCAs), as allowed by the provider agreements	20% of savings
Subrogation Recovery Services	20% of savings
COBRA Administration	\$1.75 PEPM
Plan Fiduciary Service for Claim Handling (Urgent, Pre-Service and Post-Service) (See Appendix J)	Not Selected
Dental Plan Administration	Not Selected
Vision Administration	Included in Admin Fee
Consumer-Directed Program Offerings (HealthEquity)	
✓ Health Savings Account (HSA)	Not Selected
✓ Flexible Spending Account (FSA)	\$3.95 PPPM
✓ Limited Flexible Spending Account (LFSA)	Not Selected
✓ Dependent Care Assistance Program (DCAP)	\$3.95 PPPM
✓ Health Reimbursement Arrangement (HRA)	Not Selected
Employee Assistance Program (EAP)	January 1, 2022 – December 31, 2022
Employee Assistance Program (EAP)	Not Selected
Physician Assistance Program (PAP)	Not Selected
Telehealth	January 1, 2022 – December 31, 2022
98point6	Not Selected
Patient Navigation (Powered by Rightway Health)	Not Selected
Medical Management	January 1, 2022 – December 31, 2022
Inpatient & Outpatient Utilization Management	Included
Disease Management - 8 Conditions	Not Selected
Case Management	\$300 per hour physician; \$185 per hour RN
Independent Review Organization (IRO)	Pass Through
24/7 Nurse Line	Not Selected
Maternity Program	Not Selected

Web Portal: Online Health Assessment	Not Selected
Additional Services	January 1, 2022 – December 31, 2022
PPO Directories – First Choice Health Network	On-line access included Paper: Cost plus 20%
ID Cards	Initial enrollment included. If required to conduct a subsequent full replacement of ID cards: at cost (Cost = \$1.50 per card issued)
Administrative Services Agreement (Contract)	Included
Government Assessed Fees	Pass Through
Independent Dispute Resolution (IDR)	Pass Through
Ongoing Packet Collating/Copying	Cost + 15%
Mailing Costs	Cost + 15%
Online Access - eligibility available	Included
Online Access - claims status available	Included
Online Access - enrollment /changes	Included
Interactive Voice Response System (IVR)	Included
State and Federal Taxes and Fees (including, but not limited to NY and MA Surcharge Reporting, Vaccine Assessments)	Administrative Support Included Tax and Fees - Pass Through
Open Enrollment - Representative	Included
Dedicated Call Flow (DID & Toll-free Number)	Included
Development of detailed eligibility and claim file exchange to support data warehousing • Eligibility • Institutional Claim File (Medical) • Professional Claim File (Medical) • Pharmacy Claim File (for clients using FCH MedImpact contract)	\$2,000 per file (As requested by Plan Sponsor)
Maintenance of detailed eligibility and claim file exchange	\$0.05 PEPM (annual minimum of \$1,000)
Custom development of data exchange with vendor partner • Any associated vendor set-up fees will be the responsibility of the plan sponsor	\$150 per hour
Custom Reports: TPA and Medical Management	\$150 per hour development and testing
Custom HPS Reports	\$200 per hour development \$200 per hour (with a one hour minimum) per report to run and distribute reports
New Plan Implementation Fee	Fee based on development and testing per plan. Cost provided via work order.
3rd-Party Stop-Loss Vendor Interface	Included
Language Translation Services required under the ACA (written)	Cost
Language Translation Services required under the ACA (oral)	Included
Other (please specify):	

2. TPA will submit a billing statement to the City of Ellensburg ten (10) days prior to the first of the month in which payment is due. The monthly administrative fee is due and payable no later than the tenth day of the month of coverage. Payments not received by the last day of the month of coverage will be subject to a fee of 12% per annum.

3. All services not specifically referenced in this agreement as the responsibility of TPA will be provided at TPA's discretion, at the expense of the City of Ellensburg. TPA will not incur such expense without prior approval by City of Ellensburg.
4. City of Ellensburg will reimburse TPA for programming or reports required due to changes in the Plan, as mutually agreed upon prior to TPA incurring expense.
5. In the event of termination of this Agreement, TPA will perform administrative services on claims incurred prior to, but paid after, the date of termination (runout services) for a twelve (12) month period. Fees for administration of runout services will be equal to three (3) full months of administration fees, based on an average of the enrollment during the last calendar year. In addition, the Plan Sponsor will be liable to TPA for fees, which are due and unpaid as of the date of termination.
6. TPA reserves the right to re-evaluate administrative fees if the enrolled population varies by more than 10% from initial or renewal proposal.
7. TPA will produce one (1) copy each of a restated Summary Plan Document at no additional charge. The language is that of the Plan Sponsor. FCH does not provide a legal opinion that the Plan provisions are in compliance with State and Federal laws and regulations.
8. TPA will provide the City of Ellensburg with all proposed renewal fees at least ninety (90) days in advance of the first day of each subsequent term.

AGREED TO this 7th day of March, 2022

City of Ellensburg

On Behalf of City of Ellensburg's Medical Plan

Signature: _____

Printed Name: Nancy Lillquist

Title: Mayor, City of Ellensburg

APPENDIX A
Administrative Services Scope
First Choice Health / City of Ellensburg

Note: The intent of Appendix A is to provide a descriptive scope of those services mentioned or referenced in the Administrative Services Agreement and/or Appendices. City of Ellensburg is referred to as “Plan Sponsor” throughout this document.

1. Claims Processing and Payment – See Appendices D and F	FCH	Plan Sponsor	Comments
1. Perform core claims adjudication against the Plan provisions.	X		
2. Provide plan provisions and any special claims processing requirements to be applied during claims payment administration.		X	
3. Install the Plan Sponsor plan provisions.	X		a) Requests for system changes to the benefit set-up or provider reimbursement arrangements made by the Plan Sponsor after the Plan effective date requires a written notification with signature from the Plan Administrator. b) Additional fees for programming, analysis and/or system testing may be incurred. Fees will be based on time and materials, plus 15%. FCH will provide notice to Plan Sponsor and receive approval before incurring additional expenses. c) FCH will implement the changes that can be made as soon as possible, but not later than 30 days after receipt of such notification. If the requested changes cannot be implemented and/or present extreme administrative complexities, FCH will present pricing impact to Plan Sponsor for consideration.
4. Process claim payment adjustments and pursue recovery of overpayments.	X		
5. Identify, track, and pursue Coordination of Benefits (COB) recoveries on behalf of the Plan.	X		Plan Sponsor agrees to provide accurate and timely COB information of which it becomes aware and determines necessary for processing claims.
6. Identify, track, and pursue Subrogation recoveries on behalf of the Plan.		X	Plan Sponsor agrees to provide accurate and timely Subrogation information of which it becomes aware and determines necessary for processing claims. Subrogation services are provided by Benefit Recovery Group (BRG)
7. Check runs shall occur on a <u>weekly</u> basis.	X		FCH will pull funds from Plan Sponsor’s bank account based on the weekly funding amount.
8. Provide an Explanation of Benefits (EOB) to the Plan participants.	X		
9. Claims Run-Out (Run-in from prior TPA)	N/A	N/A	Prior carrier will provide run-out of claims payment for claims with dates of service prior to 1/1/2020.

APPENDIX A
Administrative Services Scope
First Choice Health / City of Ellensburg

10. Balance Billing Protection Act (R2019-04)	N/A	N/A	Process claims according to intent of Balance Billing Protection Act (R2019-04) Plan Sponsor did not “opt in”.
11. Run - Out Services	X		FCH will administer all claims incurred prior to termination of this Agreement for a 12-month period – see Appendix D for pricing.
2. Customer Services - See Appendices B and F	FCH	Plan Sponsor	Comments
1. Maintain a web-based tool for participant access.	X		FCH provides and maintains the MyFirstChoice Customer Service e-mail response tool and call chat capability via www.myfirstchoice.fchn.com .
2. Provide customer support via designated 1-800 #.	X		FCH to provide designated 1-800# and provide customer service Monday – Friday 8:00am – 5:00pm.
3. Enrollment and Eligibility – See Appendices C and F	FCH	Plan Sponsor	Comments
1. Provide complete, accurate and timely enrollment information using the FCH standard/proprietary EDI format or approved enrollment form.		X	The Plan Administrator will audit enrollment for current address and completion prior to release to FCH, including the participant’s effective date. The Plan Administrator will submit eligibility using the FCH Client Portal.
2. Provides eligibility transmits of active, retiree and COBRA participants to Pharmacy Benefit Manager.	X		
3. Provides eligibility transmits of COBRA participants to COBRA Administrator.		X	The Plan Administrator will provide termination dates and termination reasons, along with beneficiaries’ current address for administration of COBRA.
4. If identified, communicate COB to FCH and/or Subrogation information to FCH and/or Benefits Recovery Group.		X	
5. Administer any enrollment probationary period.		X	
6. Notify on a monthly basis of any enrollment adds, deletes, or changes of participant information.		X	
7. Administer child limiting age.	X		
8. Process retroactive enrollment and eligibility only if specifically directed by the Plan Administrator.	X		
9. Produce Plan Participant ID cards and distribute.	X		FCH will produce individual ID cards for each covered plan participant. ID cards will be mailed directly to the employee’s home address as it is provided to FCH by Plan Sponsor. See, also, Appendix F.

APPENDIX A
Administrative Services Scope
First Choice Health / City of Ellensburg

10. COBRA medical administration.	X		
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4. Finance/Funding Accounts	FCH	Plan Sponsor	Comments
1. Report weekly funding information to the Plan Administrator.	X		
2. Ensure that funds are available for amounts on the claims funding statement.		X	FCH will pay medical claims from an FCH-owned bank account. FCH will pull medical claims funding amount from Plan Sponsor's designated bank account.
3. Perform bank reconciliation.		X	
4. Reimburse bank Fees.		X	

5. HIPAA Privacy 45 CFR Subpart E §164 - See Appendix B	FCH	Plan Sponsor	Comments
1. Distribute the Privacy Notice to Plan Participants.		X	
2. Identify those acting as a Plan Administrator and those who are the appropriate persons to receive PHI as allowed by law and for conducting plan TPO (treatment, payment and operations).		X	

6. Pharmacy Benefit Management	FCH	Plan Sponsor	Comments
1. Provide pharmacy benefit management including formulary management and preauthorization.		X	Plan Sponsor has contracted directly with a Pharmacy Benefit Manager (PBM) for services.
2. Selection of pharmacy pricing models.		X	
3. Standard reporting is included in cost of services.	X		Standard Reports will be provided to Plan Sponsor as long as PBM provides the claim data files required.
4. Report Customization.		X	Customization may result in an additional charge to be mutually agreed upon by the Plan Sponsor in writing before the additional services are provided.

APPENDIX A
Administrative Services Scope
First Choice Health / City of Ellensburg

5. Pharmacy benefit ID cards.	X		PBM logos and details are included on Medical Cards.
6. Pharmacy claim payment(s).		X	
7. Pharmacy Stop-loss reporting.	X		Pharmacy claims are included in the stop-loss reporting.
8. Electronically transmit the Plan's enrollment to the PBM.	X		FCH is responsible for transmitting enrollment data.
9. Pharmacy appeals.	X		
10. Pharmacy Claim funding.		X	Plan Sponsor is responsible for funding payment of all Plan pharmacy claims and administrative fees. FCH will request payment of these fees bi-weekly on a pass-through basis from Plan Sponsor, if required by PBM.
11. Pharmacy Rebates	N/A	N/A	
12. CMS Section 111 Reporting (PBM)		X	

7. Plan Benefits & Materials	FCH	Plan Sponsor	Comments
1. Provide, review and approve Plan Documents and detailed benefit descriptions of all benefit plans being contracted for administration.		X	FCH agrees to provide one (1) electronic copy of the plan document reviewed and approved by the Plan Sponsor. The latest Plan document will be deemed in effect for use in plan administration and reference thereof ninety days (90) after the effective date of the plan, or as of the date of execution of the Plan Sponsor Acceptance page, whichever is sooner.
2. Distribute Plan documents and other Plan participant notices.		X	Includes the preparation and distribution of required notices to Plan Participants in accordance with applicable federal or State law, including but not limited to, HIPAA required notice of privacy practices, Summary Plan Description and Summary of Benefits and Coverage. Does not include those notices that are the responsibility of FCH in accordance with the Agreement and Appendices.
3. Legal review of all applicable employee/participant communication materials.		X	

APPENDIX A
Administrative Services Scope
First Choice Health / City of Ellensburg

4. Provide a Summary of Material Modification (SMM) of any and all amendments, revisions or changes to the benefit plan.		X	Plan Sponsor shall notify TPA of any amendments, revisions or changes to the Plan at least thirty (30) working days prior to the effective date of such amendments. If a thirty (30) working days notice is not practicable, the Plan Sponsor will work cooperatively with the TPA to implement Plan changes in a timely manner.
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8. Provider Network Management	FCH	Plan Sponsor	Comments
1. Provider Network includes the FCHN PPO and a nationally-recognized wrap network described in Appendix B		X	Plan Sponsor agrees Plan allowed amount will be determined in accordance with FCHN or wrap fee schedules for FCHN and wrap network PPO providers. Plan Sponsor will accept FCHN PPO and wrap network in its entirety.
2. Distribute hard copy Provider directories to enrollees during the initial enrollment on an as requested basis.		X	Plan Sponsor may utilize the on-line Provider directory to download and/or print any directories or may request hard copy directories at the cost outlined in Appendix D.
3. Provider Contracts and Fee Schedules payments are adjusted utilizing established fee schedules for contracted providers or set at Usual, Customary and Reasonable (UCR) for non-contracted providers.	X		Provider claims will be adjudicated by TPA in accordance with PPO fee schedules for contracted providers. In-Network Providers for Plan include the FCHN PPO network in the states of Washington, Oregon, Alaska, Idaho, Montana, Wyoming, North Dakota and South Dakota and the First Health National Network in all other States.
4. Provide Remittance Advice	X		

9. Stop-loss Reporting	FCH	Plan Sponsor	Comments
1. Plan Sponsor is responsible for maintaining stop-loss insurance and is responsible for all premium payments.		X	FCH may be contracted to provide consolidated billing for stop loss premiums.
2. Send required reporting and notifications of stop-loss cases to stop-loss carrier using the appropriate notification form and within all timeframes as required by carrier.	X		

APPENDIX A
Administrative Services Scope
First Choice Health / City of Ellensburg

10. Misc./Other	FCH	Plan Sponsor	Comments
1. Provide a dedicated Account Manager to support renewal activity and other on-going service related needs.	X		FCH will support and attend open enrollment meetings as requested by Plan Sponsor.

City of Ellensburg

By: _____

Name: Nancy Lillquist

Title: Mayor

Date: 03/07/2022

First Choice Health

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX K
Electronic Data Interchange Services
First Choice Health / City of Ellensburg

Note: The intent of Appendix K is to provide a descriptive scope of those services mentioned or referenced in the Administrative Services Agreement and/or Appendices including Schedule D Fee Schedule. Client is referred to as “Plan Sponsor” throughout this document. In general, the enrollment data maintained by First Choice Health is the “source of truth” for all downstream vendors. This represents all known transactions at the time of the renewal. Mid-year changes in vendors will require a “Statement of Work” (SOW) which will outline the additional fees required to support the integration.

1. Electronic Data Interchange (EDI) Services – See also Appendix D Fee Schedule.	Inbound Files	Outbound Files	Comments
1. Support inbound and outbound electronic data exchange eligibility extracts on behalf of client and its vendor partners utilizing FCH Standard layouts.	X	X	FCH supports the creation and maintenance of electronic inbound and/or outbound data interchange files that are compatible with existing X12 and/or proprietary file layouts. FCH agrees to test all file layouts in a non-production environment, until both parties are mutually satisfied with the results.
2. Trading Partner applicable Agreements 1. Trading Partner Agreement (TPA) 2. Non-Disclosure Agreement (NDA) 3. Business Associate Agreements (BAA) 4. Authorization from Client for the release of Information containing PHI.	N/A	X	FCH requires completion of the applicable trading partner agreements, Non-Disclosure Agreement (NDA) and HIPAA Business Associates agreements (BAA). FCH also requires authorization from the Client to proceed with trading EDI files with client’s designated vendors, which can include protected health information (PHI) on behalf of the Plan’s members. See PHI Designation Form associated with Appendix B, Business Associates Agreement including PHI Designation Form.
3. Security Protocols	X	X	FCH takes the security and integrity of the members’ data it exchanges seriously. FCH continually strives to achieve the industry best practices surrounding security and data exchange policies. At times, FCH requires updates to its security protocols. Client’s direct contracted vendors will be asked from time to time to update their systems accordingly. Client should ensure that its direct vendor contracts support this requirement as well.
4. Vendor Relationships	X	X	Vendor relationships should be established and identified within ninety (90) days of “go-live” to ensure successful implementation. Client should ensure that vendors selected can also operate within this timeframe, although some vendors have larger windows required for implementation.
5. Account Management	X	X	FCH will provide a dedicated Account Executive to facilitate coordination of the appropriate parties for on-going service-related needs. Client will ensure that the appropriate personnel are engaged in the process along with the vendor contacts, as appropriate.

APPENDIX K
Electronic Data Interchange Services
First Choice Health / City of Ellensburg

Standard Inbound Extracts (Included in the Administrative Fees noted on Appendix D)	Inbound Files	Outbound Files	Comments (Check All that Apply)
A. Inbound Eligibility Files <i>(no charge if utilizing one of our standard layouts)</i> Service Selected: ☒ Yes ☐ No Vendor: FCH Client Portal	X		FCH supports a standard proprietary eligibility format or the standard X12 834 transaction format in accordance with HIPAA. FCH will work directly with Client or its payroll vendors to support this activity. Termination by Omission files are NOT accepted or supported due to limitations impacting data integrity including termination dates.
B. Inbound Pharmacy Claim Details <i>(no additional charge if PBM utilizes one of our standard layouts)</i> (Healthcare Analytic Reporting) Service Selected: ☒ Yes ☐ No Vendor: CVS/Caremark	X		For Clients contracting directly with a separate PBM, there will be no charge if the vendor can provide data in one of FCH Standard Layouts. Clients also need to ensure that the vendor's underlying systems are processing in accordance with the Summary Plan Description (SPD). FCH also supports reconciliation with invoices.
C. Outbound Pharmacy Eligibility to PBM <i>(no charge if utilizing one of our standard layouts)</i> Service Selected: ☒ Yes ☐ No Vendor: CVS/Caremark		X	For Clients contracting directly with a PBM, there will be no charge if the vendor can accept data in the FCH Standard layout
D. Inbound Pharmacy Claim Details (Integrated Pharmacy) <i>(no charge if utilizing one of our standard layouts)</i> Service Selected: ☒ Yes ☐ No Vendor: CVS/Caremark	X		For Clients contracting directly with a PBM, there will be no charge if the vendor can accept data in the FCH Standard layout
E. Outbound Medical Accumulators (Integrated Pharmacy) <i>(no charge if utilizing one of our standard layouts)</i> Service Selected: ☒ Yes ☐ No Vendor: CVS/Caremark		X	For Clients contracting directly with a PBM, there will be no charge if the vendor can accept data in the FCH Standard layout
F. Inbound Accumulators to support Run-In (Loading into Diamond) Service Selected: ☐ Yes ☐ No Vendor:	N/A		This is for Clients that wish FCH to process run-in claims administrative services. Client must be able to require prior administrator to provide the appropriate level of details. Otherwise, additional fees may be required.
G. Consumer Health Accounts (Outbound Eligibility) Service Selected: ☒ Yes ☐ No Vendor: Health Equity		X	

APPENDIX K
Electronic Data Interchange Services
First Choice Health / City of Ellensburg

H. Consumer Health Accounts (Outbound Claim Details) Service Selected: ☐ Yes ☒ No Vendor:		X	
I. Outbound Eligibility to Wellness Vendor Service Selected: ☐ Yes ☐ No Vendor:		N/A	
J. Outbound Claims to Wellness Vendor Service Selected: ☐ Yes ☐ No Vendor:		N/A	
K. Outbound Eligibility/Claim Extracts to Population Health Management Service Selected: ☐ Yes ☐ No Vendor: _____		N/A	
L. Outbound Eligibility Extracts to Telehealth Vendor Service Selected: ☐ Yes ☐ No Vendor:		NA	
M. Outbound Eligibility/Claim Extracts to Telehealth Vendor Service Selected: ☐ Yes ☐ No Vendor: _____		N/A	
N. Outbound Eligibility/Claim Extracts to subrogation vendor Service Selected: ☒ Yes ☐ No Vendor: Benefits Recovery Group		X	
O. Outbound Eligibility/Claim Extracts FCH analytics platform Service Selected: ☒ Yes ☐ No Vendor: Deerwalk		X	

APPENDIX K
Electronic Data Interchange Services
First Choice Health / City of Ellensburg

Non-Standard Inbound Extracts (Not Included in the Administrative Fees noted on Appendix D)	Inbound Files	Outbound Files	Comments (Check All that Apply)
Wellness Vendors – Eligibility & Claim Files Service Selected: ☐ Yes ☐ No Vendor: _____		N/A	FCH supports standard outbound eligibility & claim detail files in support of wellness vendors. If your selected vendor is not able to accept our standard layouts, there will be a Statement of Work issued so you can make an informed decision. A fee of \$150/hour will be charged accordingly.
Healthcare Data Analytics Vendors (Actuarial or Population Health) – Eligibility & Claim Files Service Selected: ☐ Yes ☐ No Vendor: _____		N/A	FCH supports standard outbound eligibility & claim detail files in support of data analytics and population health management vendors. If your selected vendor is not able to accept our standard layouts, there will be a Statement of Work issued so you can make an informed decision. A fee of \$150/hour will be charged accordingly.
On-Site Clinics – Eligibility Data Service Selected: ☐ Yes ☐ No Vendor: _____		N/A	FCH supports standard outbound eligibility & claim detail files in support of wellness vendors. If your selected vendor is not able to accept our standard layouts, there will be a Statement of Work issued so you can make an informed decision. A fee of \$150/hour will be charged accordingly.

Clients utilizing Non-Preferred Vendor Partners	Inbound Files	Outbound Files	Comments (Check All that Apply)
Clients selecting non-Preferred vendors who cannot support standard layouts.	X	X	Client will ensure that underlying vendor processes the information correctly. FCH will take no responsibility for how the underlying vendor processes or assimilates the data into their processes. Clients should ensure that vendor-selected partners are able to exchange data files in the timeframes required to ensure the group can be implemented or renewed on schedule. This includes the ability to test appropriately.

APPENDIX K
Electronic Data Interchange Services
First Choice Health / City of Ellensburg

11. Misc./Other	FCH	Plan Sponsor	Comments
1. FCH will provide a dedicated Account Executive to facilitate coordination of the appropriate parties for on-going service related needs. Client will ensure that the appropriate personnel from representing the vendor are engaged in the process as appropriate.	X		

City of Ellensburg

By: Nancy Lillquist

Signature: _____

Title: Mayor, City of Ellensburg

Date: 03/07/2022

First Choice Health Network, Inc.

By: _____

Signature: _____

Title: _____

Date: _____

PHI Designation Form
Administrative Services Scope
First Choice Health (FCH) / City of Ellensburg

City of Ellensburg is responsible for notifying First Choice Health (FCH) of any changes to this list of individuals with access to Protected Health Information (PHI). This includes timely notification of terminations of employment, change in responsibilities or vendor replacements.

Please identify below those individuals within and outside of your organization with whom First Choice Health is authorized to exchange, discuss and disclose protected health information (PHI):

NAME	TITLE	PHONE	EMAIL
Deerwalk	FCH reporting platform	N/A	N/A
Benefit Recovery Group (BRG)	FCH subrogation platform	N/A	N/A
Alliant	Consultant	N/A	N/A
CVS Caremark	Pharmacy Benefit Manager	N/A	N/A
Health Equity	FSA	N/A	onboarding@healthequity.com
Trisha Weed	HR Specialist	(509) 962-7220	weedt@ci.ellensburg.wa.us
Lisa Young	HR Director	(509) 962-7222	youngl@ci.ellensburg.wa.us

Following is the contact information for the Plan's Privacy Officer in case of a breach notification:

Name: Lisa Young
Email Contact: youngl@ci.ellensburg.wa.us
Phone Number: (509) 962-7222

First Choice Health Network, Inc.

Name: Jacqueline Brainard
Signature: _____
Title: Vice President, Compliance Officer
Date: _____

Client Name

City of Ellensburg

Name: Nancy Lillquist
Signature: _____
Title: Mayor, City of Ellensburg
Date: 03/07/2022

Renewal Changes and Recommendations

Client/Broker Requested Changes		
Benefit/Process	Current Process	Change Requested
N/A	N/A	There are no benefit changes for the 2022 plan year

Disclaimer: The information in this document was prepared by First Choice Health Network, Inc. (FCH) to generally advise our clients about issues related to health care reform and other laws. The information is intended for educational and informational purposes only and should not be construed as legal advice. FCH does not guarantee that this information is complete or up-to-date and it should not be relied on as such. As always, for specific advice on the impact of laws and regulations concerning health care reform or any other issue, clients should seek advice and counsel from their own attorneys and advisors.

Note: When the plan document is restated, additional language revisions that are not included in this approval may be made for clarification purposes and to bring the plan document in line with First Choice Health's standard plan document language (reviewed annually). These types of revisions will not affect benefits or the way claims are processed.

The Plan Sponsor approves and accepts the above outlined plan language/structure changes, effective 01/01/2021:

Plan Name: City of Ellensburg

By: Nancy Lillquist

Title: Mayor, City of Ellensburg

Date: 03/07/2022

Appendix F - Performance Guarantees

First Choice Health Administrators
January 1, 2018 - December 31, 2018

For each Plan Year, FCHA agrees to place a total of \$3.00 per employee per month (pepm) of the Administrative Service charge at risk. The six (6) performance measurements, and the associated financial penalty, are as outlined below:

Measurement	Proposed Guarantee	Annual Maximum Penalty PEPM
Claim Administration		
Processing Accuracy	95%	\$0.60
Financial Accuracy	98%	\$0.60
Timeliness (turn around time)	90% of claims in 15 business days	\$0.60
Telephone Response Time		
Abandonment Rate	<= 5%	\$0.60
Administrative		
ID Card Delivery	ID cards mailed within three (3) business days of receipt of eligibility notice from client upon contract renewal	\$0.30
Eligibility	Eligibility information loaded into system within two (2) business days of FCHA receipt of information upon contract renewal	\$0.30
Total PEPM Fees Placed at Risk		\$3.00

1. The performance standards will be reported at least quarterly by the 20th of the month following the end of the quarter.
2. Financial penalties will be based on an annual average and paid annually within 90 days of the end of the plan year.
3. Performance standards are based on FCHA's entire book of business and are not client specific.
4. Performance guarantees are not applicable to initial enrollment provided in a format that requires manual entry of member information.

City of Ellensburg:

By: [Signature]
Title: City manager
Date: 10-30-17

First Choice Health:

By: [Signature]
Title: CEO
Date: 12-4-17

Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into by and between City of Ellensburg ("Covered Entity" or "CE"), and First Choice Health Network, Inc. ("Business Associate" or "BA"). Covered Entity and Business Associate may be referred to individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, CE and BA have entered into an agreement pursuant to which BA will provide certain services to or on behalf of CE, and BA may create, receive, maintain, transmit, or have access to Protected Health Information in order to provide those services ("Services Agreement");

WHEREAS, the Department of Health and Human Services ("HHS") has promulgated regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 implementing the privacy requirements ("Privacy Rule") and regulations at 45 C.F.R. Parts 160, 162 and 164 implementing the security requirements ("Security Rule") set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by regulations implementing Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5);

WHEREAS, the Privacy Rule and Security Rule require CE to enter into a written contract with BA in order to assure certain protections for the privacy and security of Protected Health Information, and the Privacy Rule and Security Rule prohibit the disclosure or use of Protected Health Information to or by BA if such a contract is not in place;

WHEREAS, both Parties mutually agree to satisfy the foregoing regulatory requirements and all federal, state and local confidentiality, privacy, and security laws through this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, CE and BA agree as follows:

1. Definitions.

Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. Part 160, Part 162, and Part 164, then in effect or as amended, which are collectively referred to as the "HIPAA Rules".

- 1.1 "Breach" shall have the same meaning as the term "Breach" in 45 C.F.R. § 164.402.
- 1.2 "Data Aggregation" shall have the meaning given such term in 45 C.F.R. § 164.501.
- 1.3 "Designated Record Set" shall have the meaning given to such term in 45 C.F.R. § 164.501.
- 1.4 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of, access to, or divulging in any other manner of Protected Health Information outside BA's internal operations or to persons or entities other than members of its workforce.
- 1.5 "Electronic Protected Health Information" or "EPHI" shall have the meaning found in the Security Rule, 45 C.F.R. § 160.103.
- 1.6 "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and the regulations promulgated thereunder by the Secretary.
- 1.7 "Individual" shall have the same meaning found in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- 1.8 "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of CE pursuant to this Agreement.
- 1.9 "Required by Law" shall have the same meaning found in 45 C.F.R. § 164.103.
- 1.10 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.11 "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.12 "Use" or "Uses" shall mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within BA's internal operations.

2. Authorized Uses and Disclosures by Business Associate.

2.1 General Use and Disclosure

Except as otherwise limited in this Agreement, BA may Use or Disclose PHI on behalf of CE as necessary to provide services as set forth in the Services Agreement, if such Use or Disclosure of PHI would not violate the Privacy Rule if done by CE.

2.2 Business Activities of Business Associate

2.2.1 Unless otherwise limited herein, BA may Use PHI:

- (a) As necessary for the proper management and administration of BA or to carry out the legal responsibilities of BA;
- (b) To provide Data Aggregation services as permitted by 42 CFR § 164.504(e)(2)(i)(B);
- (c) To De-identify any and all PHI created, received, maintained, or transmitted by BA on behalf of CE provided that the De-identification conforms to the requirements of the HIPAA Rules. Such resulting De-identified information is not PHI and is not subject to the terms of this Agreement; and
- (d) As Required by Law.

2.2.2 Unless otherwise limited herein, BA may Disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA provided that:

- (a) The Disclosure is Required by Law; or
- (b) BA obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person notifies BA of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Business Associate Obligations.

3.1 *Use of PHI*

BA shall not Use or further Disclose PHI other than as permitted or required by the Services Agreement, this Agreement, or as Required by Law. In Using, Disclosing, or requesting PHI from CE, BA agrees to limit PHI to the minimum necessary to accomplish the intended purpose of such Use, Disclosure, or request. "Minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules, and implementing regulation or guidance on the definition.

3.2 *Appropriate Safeguards; Compliance with Security Rule*

BA shall use appropriate administrative, technical, and physical safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement. BA shall comply with the Security Rule and shall implement administrative, physical, and technical safeguards (including written policies and procedures) that will reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI it creates, receives, maintains, or transmits on behalf of CE.

3.3 *Disclosure to Subcontractors*

BA agrees to ensure that any subcontractor that creates, receives, maintains, or transmits PHI on behalf of BA agrees to comply with the applicable HIPAA Rules and the same restrictions and conditions that apply through this Agreement to BA with respect to such PHI by entering into a Business Associate Agreement with the subcontractor consistent with 45 C.F.R. 164.502(e).

3.4 *Delegation of Covered Entity's Duties*

To the extent BA is to carry out one or more of CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations.

3.5 *Disclosure Accounting*

BA agrees to document all Disclosures of PHI and information related to such Disclosures as would be required for CE to respond to a request by an Individual for an accounting of Disclosures in accordance with 45 C.F.R. § 164.528 ("Disclosure Information") and to retain such documentation for six (6) years from the date of Disclosure.

Within thirty (30) calendar days after receipt of a written notice from CE of a request by an Individual for an accounting of Disclosures of PHI, BA shall provide to CE the Disclosure Information to enable CE to meet the Disclosure accounting obligations under 45 C.F.R. § 164.528. In the event a request for an accounting regarding PHI is delivered directly to BA or its subcontractors, BA shall within ten (10) calendar days after receipt forward such request to CE. Within twenty (20) calendar days after forwarding the request to CE, BA shall provide its Disclosure Information to CE. It shall be CE's responsibility to prepare and deliver any accounting of disclosures to the Individual. BA will include, in any Disclosure Information, the information listed in 45 C.F.R. § 164.528(b).

3.6 *Access to PHI*

Within fifteen (15) calendar days following CE's request, BA shall make available to CE or, at the written direction of CE, to an Individual, for inspection and copying PHI about the Individual that is in a Designated Record Set maintained by the BA, so that CE may meet its access obligations under 45 C.F.R. § 164.524. If CE requests an electronic copy of PHI that is maintained by BA electronically in a Designated Record Set, BA will provide an electronic copy in the form and format specified by CE in accordance with 45 C.F.R. § 164.524(c)(2). Any denial of access to the PHI requested shall be the responsibility of the CE.

3.7 *Amendment of PHI*

Upon receipt of a request from CE, BA shall promptly amend or make available to CE for amendment, an Individual's PHI maintained by BA in a Designated Record Set to enable CE to meet its obligations under 45 C.F.R. § 164.526. Any denial of a request by an Individual for amendment of PHI maintained by BA pursuant to the Agreement shall be the responsibility of CE.

3.8 *Government Access to Books and Records*

BA shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by BA on behalf of CE, available to the Secretary for purposes of determining CE's compliance with the HIPAA Rules. Unless prohibited by law or court or order, BA shall provide to CE, (i) prompt written notice of BA's receipt of any such request from the Secretary, and (ii) a copy of any documentation, books, and records provided by BA to the Secretary pursuant to the Secretary's request.

3.9 *Reporting and Mitigation of Unauthorized Use and Disclosure of PHI or Breach of Unsecured PHI*

3.9.1 Reporting of Unauthorized Use and Disclosure of PHI. BA shall provide a written report to CE of any Uses or Disclosures of PHI not authorized by the Services Agreement or this Agreement of which it becomes aware not more than thirty (30) calendar days after the unauthorized Use or Disclosure is discovered.

3.9.2 Reporting of Breach of Unsecured PHI. BA shall notify CE within thirty (30) calendar days following the discovery of a suspected or actual Breach of Unsecured PHI. A suspected or actual Breach shall be treated as discovered by BA as of the first day on which the Breach is known, or, by exercising reasonable diligence would have been known, to the BA. If a delay is requested by a law enforcement official in accordance with 45 C.F.R. § 164.412, BA may delay notifying CE for the applicable period of time.

3.9.3 Content of Notice. The notice of unauthorized Use or Disclosure, or of Breach of Unsecured PHI, shall include:

- (a) To the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by BA to have been improperly accessed, acquired, Used or Disclosed;
- (b) Information related to the unauthorized person or persons who impermissibly Used the PHI or to whom the improper Disclosure was made, and whether the PHI was actually acquired or viewed;
- (c) The nature of the Breach or other non-permitted Use or Disclosure, including a brief description of what happened, the date of the non-permitted Use or Disclosure or Breach and the date of discovery;
- (d) A description of the types of Unsecured PHI that were involved in the non-permitted Use or Disclosure or Breach, including the nature of services, types of identifiers, and the likelihood of re-identification, including whether full name, social security number, credit card number, date of birth, home address, account number, diagnosis, medication, treatment plan, or other information were involved;
- (e) The corrective or investigative action BA took or will take to prevent further non-permitted Uses or Disclosures, to protect against future Breaches, and the extent to which the risk to the PHI has been mitigated;
- (f) Any details necessary for CE to conduct a risk assessment to determine the probability that the PHI believed to have been improperly accessed, acquired, Used or Disclosed has been compromised and the steps the affected Individuals should take to protect themselves; and
- (g) Such other information, including a written report, as CE may reasonably request.

3.9.4 **Costs of Breach Notification and Mitigation.** BA shall, at its own cost and expense, mitigate to the extent practicable, any harmful effects known to BA of any Use or Disclosure of PHI in violation of the requirements of this Agreement. To the extent that CE determines that the Breach notification requirements of the HIPAA Rules are triggered by a Breach of Unsecured PHI, as described in Section 4.3 below, BA shall reimburse CE for all reasonable and necessary costs related to such notifications.

3.9.5 **Security Incidents.** BA will report to CE any attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of Electronic Protected Health Information provided by CE or interference with BA's system operations in BA's information system of which BA becomes aware. The Parties acknowledge that probes and reconnaissance scans are commonplace in the industry and, as such, the Parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this Section 3.9.5 constitutes notice by BA to CE of the ongoing existence and occurrence of such Security Incidents for which no additional notice to CE shall be required, as long as such probes and reconnaissance scans do not result in unauthorized access, Use, or Disclosure of PHI. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on BA's firewall, port scans, and unsuccessful log-on attempts that do not result in unauthorized access, Use or Disclosure of PHI.

3.9.6 **State Law Requirements.** In the event BA has an independent notification obligation related to impermissible Use or Disclosure of PHI in connection with this Agreement or the Services Agreement, BA shall promptly notify CE of such obligation and, at least five (5) business days before giving any such notice, BA shall notify CE of its intent to provide the required notifications, including any related information required by applicable state law.

3.10 *Retention of PHI*

BA shall retain all PHI throughout the term of this Agreement and shall continue to maintain such information not otherwise returned or destroyed pursuant to Section 5.4 of this Agreement for a period of six (6) years after the termination of this Agreement.

3.11 *Restrictions on Disclosures*

BA will comply with written notice from CE to provide for confidential communications of PHI, or to restrict the Use or Disclosure of PHI, pursuant to 45 C.F.R. § 164.522, including any request by an Individual to restrict the Disclosure of the Individual's PHI to a health plan if the Disclosure is (1) for the purpose of carrying out payment or health care operations, is not for purposes of carrying out treatment, and it not otherwise Required by Law, and (2) the PHI pertains solely to a health care item or service for which the Individual, or person other than the health plan on behalf of the Individual, has paid the CE in full.

3.12 *Prohibition on Sale of PHI*

Except as otherwise expressly permitted by the HIPAA Rules, BA shall not directly or indirectly receive remuneration, including financial or non-financial remuneration, in exchange for an Individual's PHI unless CE or BA obtains a valid authorization that meets the requirements of 45 C.F.R. § 164.508 and states that the disclosure will result in remuneration to the BA.

3.13 *Standard Transactions.*

BA shall comply with the HIPAA Rules' Standards for Electronic Transactions when conducting any Standard Transactions on behalf of CE.

4. Covered Entity Obligations.

4.1 With regard to the Use and/or Disclosure of Protected Health Information by BA, CE agrees to:

4.1.1 *Notice of Privacy Practices*

Provide BA in a timely manner a written or electronic copy of the notice of privacy practices (the "Notice") that CE provides to Individuals in accordance with 45 C.F.R. §

164.520, including any limitation(s) in such Notices to the extent that such limitation may affect BA's Use or Disclosure of PHI.

4.1.2 Restrictions

Notify BA in writing of any restrictions to the Use or Disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect BA's Use or Disclosure of PHI. CE will promptly notify BA in writing of the termination of any such restriction requirement and inform BA whether any of the PHI will remain subject to the terms of the restriction agreement.

4.1.3 Authorizations

Inform BA, in writing and in a timely manner, of any changes in, or revocation of an authorization provided to a CE by an Individual to Use or Disclose PHI to the extent that such changes may affect BA's Use or Disclosure of PHI.

4.1.4 Confidential Communications

Notify BA in writing and in a timely manner, of any confidential communications requests related to an Individual's PHI that CE has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such request may affect BA's Use or Disclosure of PHI. CE will promptly notify BA in writing of the termination of any such confidential communications requirement.

4.2 CE shall not request BA to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by a CE.

4.3 *Determination of Breach and Notification Obligations*

CE will be solely responsible to determine whether a non-permitted Use or Disclosure constitutes a Breach and will be responsible to provide, to the extent and within the time required by the HIPAA Rules, notice to the affected Individuals, the media, and the Secretary of any Breach of Unsecured PHI. If CE determines the non-permitted Use or Disclosure is a Breach that triggers the HIPAA Rules' breach notification requirements, then BA will reimburse CE for all reasonable and necessary costs related to the notifications of a Breach of Unsecured PHI created, received, maintained or transmitted by BA.

5. Term and Termination.

5.1 *Term and Effective Date*

This Agreement shall be effective on the effective date of the Services Agreement and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided herein or by the mutual agreement of the Parties.

5.2 *Termination for Material Breach*

Upon CE's determination, in its sole discretion, that BA has violated a material term of this Agreement, CE will provide BA with written notice of the violation and either (i) an opportunity to cure the breach or end the violation within thirty (30) calendar days after BA's receipt of the notice or such other period determined reasonable and appropriate by CE, or (ii) terminate this Agreement if BA does not cure the breach or end the violation within such period, or (3) immediately terminate this Agreement if eliminating the violation or cure of the breach is not possible.

5.3 *Termination of Agreement*

This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement.

5.4 *Effect of Termination*

5.4.1 Upon termination of this Agreement, BA shall return all PHI received from, or created or received by BA on behalf of CE that is then maintained in any form by BA or its subcontractors, or if expressly requested to do so by CE, BA shall destroy such PHI and provide CE documentation evidencing such destruction. BA shall retain no copies of such PHI except as follows. If BA determines that return or destruction of PHI is not feasible, BA shall provide notice to CE of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

5.4.2 In the event this Agreement is terminated for any reason, the Services Agreement will also terminate as of the effective date of termination of this Agreement.

5.5 *Survival*

The obligations of BA under this Section 5 shall survive the termination of this Agreement.

6. **Miscellaneous.**

6.1 *Indemnification.* Each Party shall indemnify, defend and hold harmless the other Party (including without limitation the other Party's employees, officers, directors, agents, successors and assigns) from and against any and all claims, causes of action, liabilities, damages, costs or expenses (including without limitation attorneys' fees, court costs, costs of administrative or other proceedings, and costs of investigation) arising out of or related to any breach of any of the terms and provisions of this Agreement by the indemnifying Party or any party acting by or through the indemnifying Party (including without limitation its employees, agents, representatives or Subcontractors). The obligations of the Parties under this Section 6.1 shall survive the termination of this Agreement.

6.2 *Compliance with Law*

BA and CE agree to comply with all federal, state, and local laws applicable to the privacy and security of health information, including but not limited to the HIPAA Rules and the HITECH Act. Upon the compliance date or other effective date of any law or final regulation or amendment to final regulation adopted by the Secretary that affects the obligations of either Party to this Agreement, this Agreement will automatically amend such that the obligations of each Party under this Agreement remain in compliance with such law or regulation. The Parties agree to take such action as is necessary to document any such amendment to this Agreement as is necessary for compliance with the requirements of the HIPAA Rules and the HITECH Act, and any other applicable law or regulation.

6.3 *No Third Party Beneficiaries*

Nothing in this Agreement shall confer any rights, remedies, obligations, or liabilities upon any person or other third party other than the Parties to this Agreement.

6.4 *Disputes*

If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally and in accordance with the dispute resolution process specified in the Services Agreement.

6.5 *Interpretation*

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CE and BA to comply with applicable HIPAA Rules and the HITECH Act. In the event of any inconsistency or conflict between this Agreement and any other agreement between the Parties, the terms and conditions of this Agreement shall have priority.

6.6 *Notice*

Any notice to be given hereunder shall be given in writing and in accordance with the applicable terms of the Services Agreement.

6.7 *Governing Law*

This Agreement shall be interpreted, enforced, and governed in accordance with the laws of the State of Washington, notwithstanding any conflict of law doctrine to the contrary.

6.8 *Amendments; Waiver*

This Agreement may not be modified or amended, nor shall any provision hereof be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. A failure or delay in enforcing compliance with any term or condition of this Agreement does not constitute a waiver of such term or condition unless it is expressly waived in writing.

6.9 *Survival*

BA's obligations to protect the privacy and safeguard the security of PHI as set forth in this Agreement shall survive the termination of this Agreement.

6.10 *Severability*

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

6.11 *Counterparts; Electronic Copies*

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Electronic copies of this fully executed Agreement shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the effective date of the Services Agreement.

Business Associate

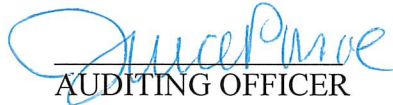
First Choice Health Network, Inc.
Signature: *Jacqueline Bramard*
Name: *Jacqueline Bramard*
Title: *VP, Operations & Compliance Officer*

Covered Entity

City of Ellensburg
Signature: *Theodore Perkins*
Name: *Theodore Perkins*
Title: *City Manager*

VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

 2/28/22
AUDITING OFFICER DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **7TH DAY OF MARCH 2022**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	156530	TO	156682	\$ 361,238.40
EFT #'s	5345	TO	5371	\$ 734,165.23

Payroll Fund				Total Amounts
Check #'s	95674	TO	95676	\$ 4,115.67
Direct Deposits	66308	TO	66531	\$ 402,779.48

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: Bookworms to Earthworms Seed Share Library

Submitted by: Josephine Camarillo Library

Recommended Action or Motion: This item is for information purposes only.

Background/Summary:

The Bookworms to Earthworms Seed Share (B.E.S.S.) at the Ellensburg Public Library, is a free seed sharing program that allows community members to donate seeds and take seeds to grow at home. The mission is to providing equitable access to seeds and increase the capacity of our community to feed itself wholesome food by fostering community, resilience and self-reliance through a culture of sharing. The seed share program will be available to all community members. Essentially people who wish to donate seed can bring in seed they have saved from their plants or that they have purchased. The seeds being donated need to be heirloom, non-GMO, and not hybrids, so that the plants grown from the seed will be true to the parent plant. Those people wanting to take seed may take one packet from each type of plant, such as one bean, one pea, and one tomato seed packet. The hope is that this program will be community driven with people taking seed to grow and then donating some of the seeds back to the seed share. Thus creating not only a cycle of sharing seed, but also a resource for the community to grow their own food. B.E.S.S. will be launching at Ellensburg Public Library in March 2022.

Previous Council Action: None

Analysis: This is a new program available to the community.

Financial Impact: This program is free to the public. Staff resources to operate the program are included in regular staffing budget for the Ellensburg Public Library.

Attachments:

Bookworms to Earthworms Seed Share Brochure
Bookworms to Earthworms Program Flyer

Welcome to the World of Saving and Sharing Seeds!

Borrowing Seeds

The seeds you borrow from Bookworms to Earthworms Seed Share are lent to you at no financial cost, and **they are priceless.**

A commitment to growing plants from seeds is a gift to yourself. We hope you learn much, experience the joy of gardening, and enjoy the fruits of your labor.

At harvest time, please take some extra steps to save seeds for others. We ask that a portion of the seeds you save be returned to the seed lending library to keep the library self-sustaining. The more seeds in the library, the more members of our community can experience the pleasures of growing their own food.



Why Save Seeds?

Humans have been saving seeds for over 12,000 years. However, in our culture much of that knowledge has been lost over the last hundred years, along with significant biodiversity. When you grow and save your own seeds, you

- develop seed stock that is well suited to our climate
- save money
- mitigate our dependence on agro-business

When you participate in the seed library, you create a culture of sharing and abundance.



The seed is hope; the flower is joy.

- Author Unknown

Support Bookworms to Earthworms Seed Share

The Bookworms to Earthworms Seed Share is supported by volunteers and donations.

Welcome to The Seed Library!



Bookworms to Earthworms Seed Share

OUR MISSION:

B.E.S.S. is a free seed project committed to providing equitable access to seeds and increasing the capacity of our community to feed itself wholesome food by fostering community, resilience and self-reliance through a culture of sharing.

Located in the Ellensburg Public Library
209 N. Ruby Street
Ellensburg, WA 98926
www.ellensburglibrary.org

Monday-Friday 10-6
Saturday 10-2
Sunday Closed

New to Seed Saving?

Start with seeds that are labeled “easy.” These seeds are great for beginners and produce plants like the ones you planted.

We recommend you start with these:

- basil
- beans
- beets
- carrots
- chard
- eggplant
- leeks
- lettuce
- onions
- parsley
- peas
- peppers
- spinach
- sunflowers
- tomatoes

The seeds that are labeled “advanced” require special planning to preserve varietal purity. If certain precautions are not taken with them, then the next grower will not get the same plant. We want to ensure that the seeds that you return to the library are indeed what they claim to be. So please donate “advanced” saved seeds only after you have learned about isolating plants to prevent cross-pollination.

Library Organization

The library is first organized by type of plant: Fruits/Vegetables, Herbs and Ornamental.

There are dividers for each Common Name of the plants (IE: bean, tomato, basil, etc). Seeds are alphabetical behind the dividers.

How to Borrow Seeds

1. Fill out membership form in the binder located by the seed library.
2. Choose up to 5 seed packets, each from a different type or variety of plant.
3. Enjoy!

How to Donate and Return Seeds

First, read the Bookworms to Earthworms Seed Share brochure, **How to Save Seeds**.

Once you have collected seed from your easy-to-save crops, set aside some for yourself and some for the library in clearly labeled containers.

Seeds for the library should be clean. Please fill out a seed donation form for each type of seed being donated.

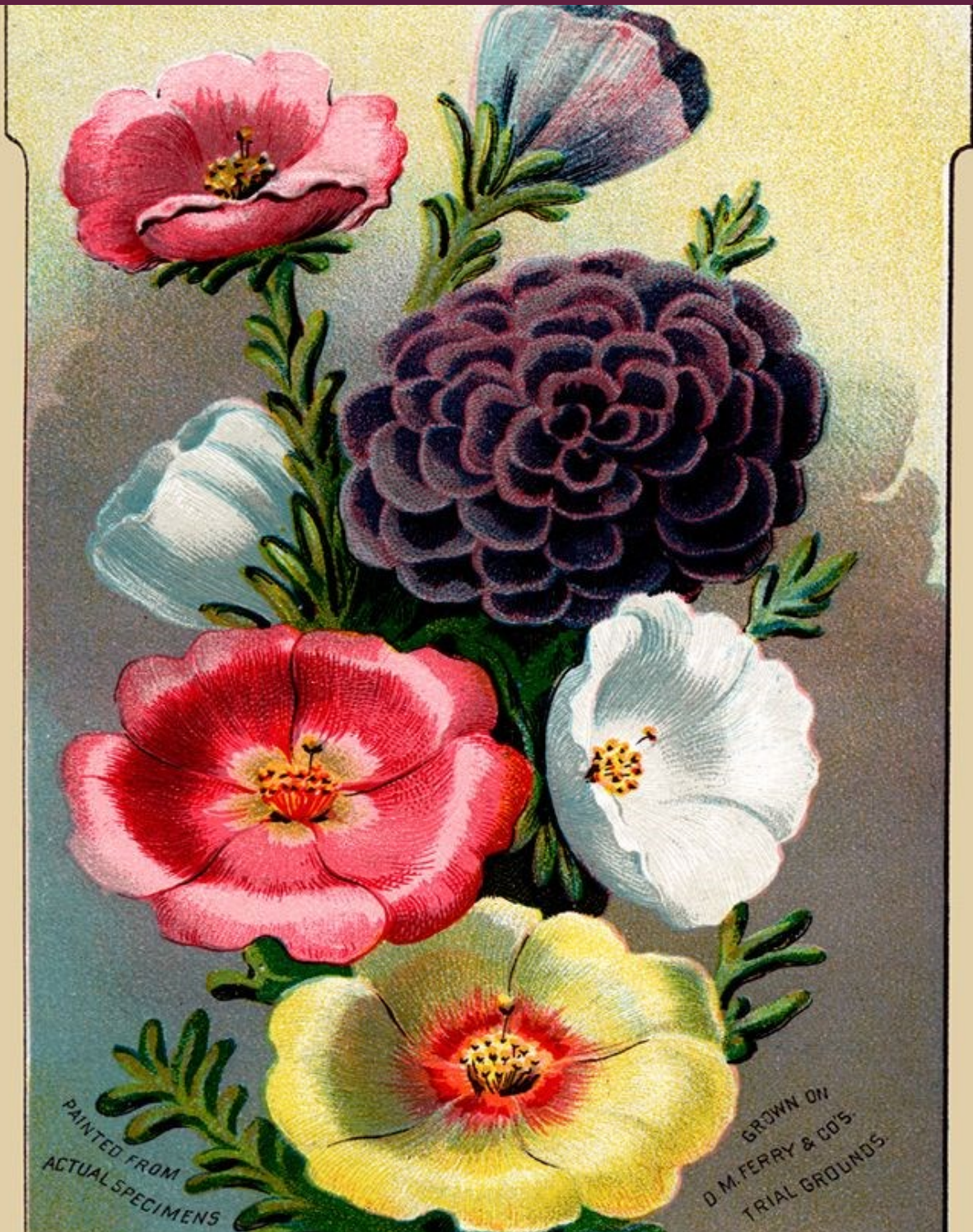


Learn More

- read about seed saving at your local library
- take seed saving classes
- join the seedsavers.org forum
- talk to experienced seed-saving gardeners
- keep good garden records



**COMING TO THE ELLENSBURG PUBLIC LIBRARY SPRING
2022....**



**Bookworms and Earthworms Seed Share
(B.E.S.S.)**

**FOR MORE INFORMATION ON SEED DONATIONS AND BORROWING SEEDS, PLEASE SEE OUR
WEBSITE:**

WWW.ELLENSBURGLIBRARY.ORG



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: CenterFuse Semi-Annual Report

Submitted by: Heidi Behrends Cerniwey City Manager Department

Recommended Action or Motion: This item is for information purposes only.

Background/Summary: Per the November 2020, Interlocal Agreement for Professional Services Between Ellensburg Business Development Authority (dba CenterFuse) and the City, CenterFuse will provide an update to the City Council a minimum of twice per year.

Previous Council Action: N/A

Analysis: This item is for information purposes only.

Financial Impact: The City provides \$60,000 annually to CenterFuse for services.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: Resolution to Reject All Bids for Bid Call No. 2022-03
Distribution Transformers

Submitted by: Paul Meyer Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution deeming all bids for Bid Call 2022-03 Distribution Transformers as non-responsive.

Background/Summary: The Light Department annually budgets and publishes a bid for electrical distribution transformers. These transformers are used for capital construction projects and to replenish inventory. Bid Call 2022-03 consisted of three schedules: one for single phase pad mounted transformers, one for three phase pad mounted transformers and one for single phase pole mounted transformers.

Staff received 2 bids one from WEG transformers and one from General Pacific. Upon review the bid from WEG transformers contained a bid for only the three phase pad mounted transformer schedule, included a cost escalation clause, exceeded the required delivery time, and was missing other required bid documentation. The bid from General Pacific took exceptions to the bid bond, performance bond and the liquidated damages and was also missing required bid documentation. Due to these issues staff deems these bids to be non-responsive.

Council is being requested to reject these bids as non-responsive and direct staff to request quotes directly from suppliers for the purchase of the distribution transformers.

Previous Council Action: None

Analysis: The bid call was published on January 26, 2022 with bids opened on February 16, 2022. Staff received two bids: one from WEG transformers and one from General Pacific.

Staff has deemed that both bids are non-responsive and is

asking City Council to adopt the attached resolution deeming all bids for Bid Call 2022-03 Distribution Transformers as non-responsive and direct staff to request quotes directly from suppliers for the purchase of the distribution transformers.

Financial Impact: None

Attachments:
[Resolution to reject all bids for Distribution Transformers](#)

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, rejecting all bids for Bid Call 2022-03 Distribution Transformers Bid

WHEREAS, the City of Ellensburg (“City”) has caused the preparation of certain Bid Documents, entitled City of Ellensburg Bid Call 2022-03 for DISTRIBUTION TRANSFORMERS, and

WHEREAS, the has invited proposals from Suppliers, has received said proposals, analyzed the same, and

WHEREAS, on February 16, 2022, two bids were received and opened by the City; and

WHEREAS, both bids received were deemed non-responsive by City staff due to an incomplete bid package received from each bidder; and

WHEREAS, one bid received was deemed non-responsive due to inclusion of a cost escalation clause, exceeding the required delivery time, and missing other required bid documentation; and

WHEREAS, the other bid received was deemed non-responsive due to exceptions to the requirements of the bid bond, performance bond and liquidated damages; and

WHEREAS, pursuant to RCW 35.23.352(1), the City Council may, by resolution, reject all bids and authorize staff to request quotes directly from suppliers; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ellensburg, Washington, as follows:

Section 1. All bids received for Bid Call 2022-03 Distribution Transformers, are hereby rejected and the Public Works and Utilities Director is hereby authorized to request quotes directly from suppliers.

ADOPTED by the City Council of the City Ellensburg this 7th day of March, 2022

Mayor

Attest:

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: Ellensburg Animal Shelter & Control Services Future Outlook

Submitted by: Jim Weed Police

Recommended Action or Motion: Staff recommends Council consider going to the private/nonprofit market to solicit bidders for animal care and shelter services, with the inclusion of requested citizen feedback, as contractual obligation. Animal control and enforcement should remain a component part of the Ellensburg Police Department, with the current full-time enforcement employee moved to EPD.

Background/Summary: The Ellensburg Animal Shelter, overseen by the Police Department, has operated as a clearinghouse for lost and found pets, strays, and dangerous animals, as well as owner surrendered animals since 1974. The shelter had been staffed by a manager (exempt employee), an animal control officer and a part time shelter care person. Thirteen years ago, there was a 3/10th sales tax initiative backed by many residents, non-profit groups and voters. The 3/10th's initiative proposed the addition of six police officers as well as an additional animal control officer and a part time shelter care person. Upon passage, the shelter staff increased to 3 FTE's and 2 PTE's to manage animal care. However, that has not led to better enforcement activity and call-for-service coverage at the street level. Police Officers still handle a large share of animal complaints during on-duty hours for shelter employees. We lost one of our PTE's in November 2021 to other work. In December 2021, one FTE and ACO retired. In January 2022, the long tenured shelter manager also retired. This has left us with a shortage of available workforce to handle the shelter care duties. The City of Ellensburg Comprehensive Plan speaks to the animal shelter and states that as city and regional needs increase, a staff and facility needs assessment will be necessary.

Chief Wade updated City Council at its February 7, 2022 meeting regarding these developments along with the

community needs survey regarding the shelter services currently being provided by EPD, which was already underway.

Previous Council Action: N/A

Analysis: The community survey was posted by the City starting January 26 and closed on February 11. It was advertised on the City's web page as well as the social media pages for the City, EPD and the Animal Shelter. An article discussing the survey was also published in the January 31 Daily Record. Based on the number of community survey responses (828) that were received, most respondents favored a higher level of service provision should be provided.

Shelter care and service provision regarding licensing, healthcare and transportation of animals consumes a large portion of available staff time, leaving little for enforcement and regulatory activities. The shelter's in-house adoption rate has been low, but so has the euthanasia rate. The public comment on the shelter is that there is a desire to have more comprehensive in-house services available, with the top five being increased volunteer opportunities, higher volume of animal adoptions, higher capacity for owner surrenders, lost and found services and animal control and regulator increases. To accomplish this would likely require a new or significantly modified space, and more staff.

The current state of markets surrounding Ellensburg reveal a variety of structures regarding sheltering and enforcement. Most notably, Wenatchee, Yakima, Sunnyside, and Moses Lake, all use a Humane Society or private provider model for handling sheltering and animal care services. These models are a lower cost means to provide better opportunities more consistent with the community survey feedback. Many humane society models include on-site adoption, veterinary services, chipping, and education, as well as community outreach.

With regard to enforcement services, there are a variety of means being used to accomplish these tasks. Wenatchee and Sunnyside use contractor-provided enforcement officers, while Yakima and Moses Lake use government employee enforcement officers.

Taking the forgoing into consideration, it is staff's recommendation to separate the enforcement services from the shelter service, and engage in a formal request for proposals (RFP) process to identify and contract with a third party for the shelter services. This would allow EPD to provide more focused enforcement services while allowing a third party to provide a potentially greater breadth of shelter services.

Financial Impact:

Financial impact for the recommendation of bifurcating the two systems of animal shelter/care and animal control/enforcement would result in a lower fiscal impact to the City, based on research. This model relies on a contractual agreement with a provider for shelter management and animal care for a set dollar figure. Although no number is known, it is anticipated this amount will be a much lower cost than the price of current operations due to the economy of scale and private/nonprofit market efficiency.

The financial impact for the option of continuing with current operations, hiring a new shelter manager and another ACO, will be a net neutral effect, since the budget allocations for this system have been set.

The fiscal effect for the option of design/build, for a new facility capable of housing and maintaining the capacity requested by community survey, would require engaging a consultant, architect and builder. This would result in a substantial increase in facility costs and some additional staff.

Attachments:

[Ellensburg Animal Shelter and Enforcement Services](#)

Ellensburg Animal Shelter and Enforcement Services

Where do we go from here?



Ellensburg Police Dept. (EPD) Role

- **EPD is currently responsible for administration of the animal shelter, as well as animal control and enforcement.**
- **Current staffing**
 - 1 Full time shelter manger
 - 2 Full time Animal Control Officers
 - 2 Part time shelter aid employees (currently using a temp part time as well)

Shelter Services Snapshot

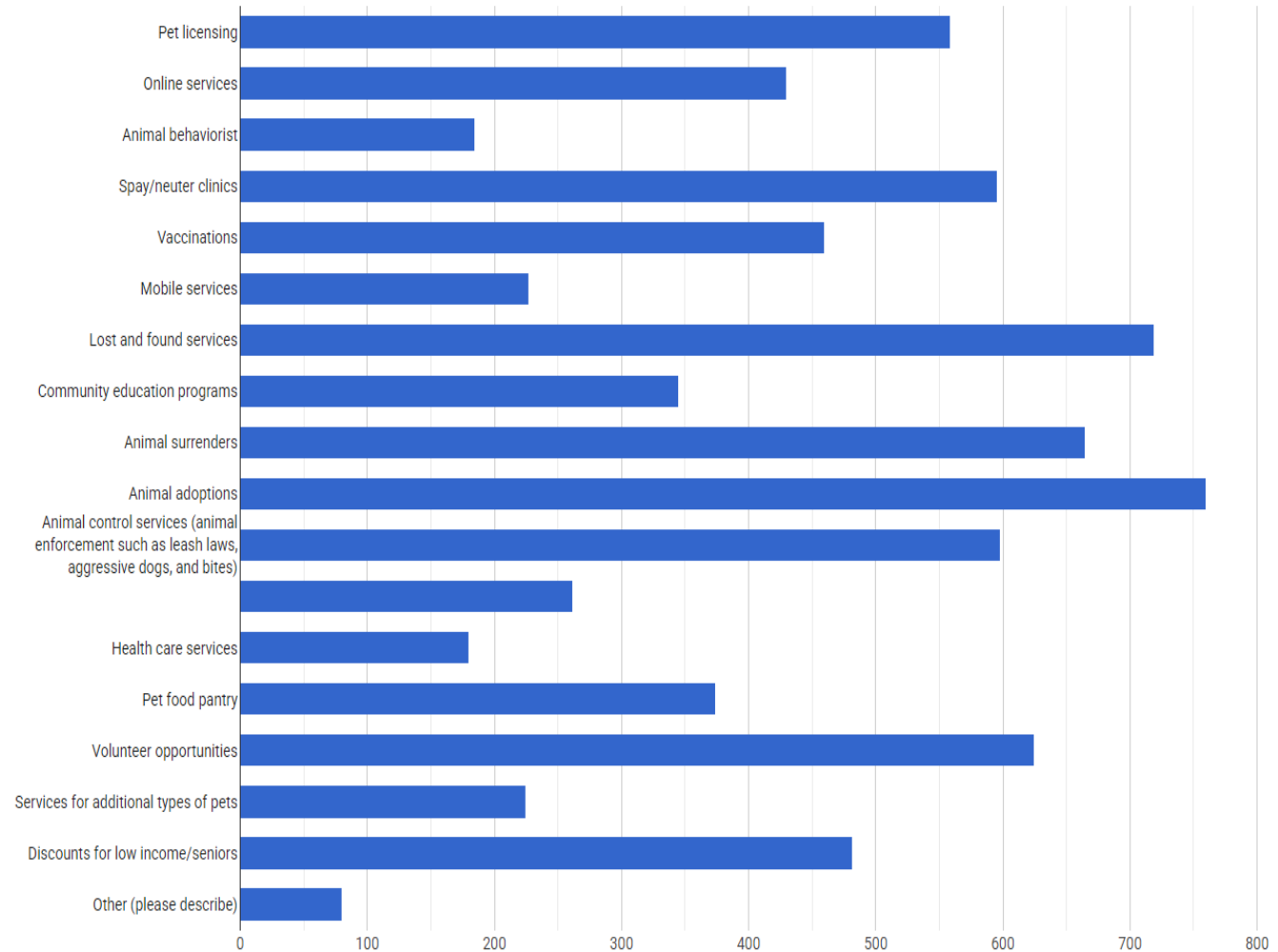
- Animal Intakes
 - Adoptions approximately .5%
 - Redeemed animals account for around 34% of dispositions
 - Transfers- 60% of dispositions.

By Year	2022	2021	2020	2019
Adopted	2	19	24	29
Died	0	2	6	0
Euthanized	1	6	6	2
Given back to person who found animal to care for it	0	0	0	1
Intake DOA	0	19	21	13
Redeemed	6	159	116	0
Redemption	0	0	41	73
Transferred to another organization	16	273	153	96
Totals	25	459	346	201

Community Survey

- Top five services requested
 - Volunteer Opportunities
 - Animal Adoptions
 - Animal owner surrenders
 - Lost and Found Services
 - Animal control services

What services would you like to see from the Ellensburg Animal Shelter? (select all that apply)



Shelter Service Contract

- **Kittitas County contracts for animal shelter care and limited animal control service with the city**
 - The contract accounts for roughly half of the animal intakes per year.
 - The county pays the city approximately \$60,000 for this service per year.
 - The total number of animals per year handled through the shelter for both city and county residents averages 450.

Facility

- The shelter facility is sufficient to handle the current numbers of animals and employees.
- The current total annual budget for all animal control services and shelter care is around \$363,656.



The Ellensburg Police Department 2021.

- Responded to or initiated 437 animal complaints
- Animal Control handled 177
 - 3 Animal Control Officers
- Patrol Officers handled 260



- **Current Services;**
 - Lost and Found
 - Strays
 - Owner surrender
 - Regulatory impound-quarantine, dangerous dogs, etc.
 - Licensing
 - Transfer to other agency for adoption
 - In-house adoption
 - Outsourced medical care
 - Field response



How do other cities handle these needs?

Yakima

- Shelter services
 - Contract with Yakima Humane Society. On-site vet clinic
 - On-site adoption
 - Animal licensing
 - Community Outreach
 - Animal Control- 2 City Employees
 - Approx. \$195,000 per year.

Wenatchee

- Shelter services
 - Contract with Wenatchee Humane Society
 - On-site vet clinic
 - On-site adoption
 - Community Outreach
 - Animal control contracted through Wenatchee Valley Humane Society.
 - Approx. \$250,000 per year for full shelter and ACO service.

Other cities...

Sunnyside

- Shelter services
 - Contract with Yakima Humane Society
 - 20 hours per week of contracted Animal Control Officer
 - Approx. \$46,000 per year.

Moses Lake

- Shelter services
 - Contract with Grant County Animal Outreach, a private non-profit.
 - Two police department employees providing animal control, code enforcement, parking and prisoner transport.
 - Approx. \$60,000 per year.

Option 1

- **Continue with the same operation**
 - Hire a new shelter manager
 - Hire the empty animal control position
 - Continue with the same level of services with the same number of staff at the existing building
 - This results in no budgetary impact
 - Does not add more services such as volunteer opportunities, additional local adoptions, community outreach, or other types of animal/owner education.
 - Shelter facility does not have capacity of much increase in volume of people or animals.

Option 2

- Separate Animal Control from shelter care. Animal control will remain within the Ellensburg Police Department.
- Contract with Private/Non-profit Shelter Service Provider
 - This results in a reduction in need for taxpayer funds, since based on surrounding markets, the sheltering service MAY be contracted for much less than current costs, while retaining high quality standard of care.
- Adds services through contractual obligation.
- Increases capacity for Animal Control enforcement activity, since no FTE time devoted to shelter care.

Option 3

- **Develop a list of most desired services sought for the community. Based on the services, design and construct a facility capable of housing the suite of services desired.**
 - Hire commensurate employees to staff the facility
 - Budgetary impact would involve site design and development and staffing for increased services.

Staff Recommendations

- **Based on potential cost savings, economy of scale and service provision, we recommend development of a request for proposals from the marketplace to provide sheltering and animal care services. To include:**
 - Adoptions
 - Lost and Found Services
 - Volunteer opportunities
 - Low income spay/neuter and community outreach

Recommendations

- **Animal control staff would be housed at EPD and would be responsible for:**
 - Animal code
 - Animal licensing
 - Park and public space enforcement
 - Dangerous animal and bite investigations.
 - 1 Full Time Employee is proposed.

Benefits

- **Animal Control would spend staff time on enforcement activity vs. animal care, as has been the practice.**
- **NGO Vendors can supply better service at a better price point.**
- **Potential substantial budget savings. Exact numbers won't be known until a contract is developed.**
- **Bi-lingual services and outreach**

Questions from Council



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 7, 2022

Item Title/Agenda Subject: Summer Experiences & Enrichment for Kids Fund (SEEK Fund) Grant Acceptance and Subcontractor Agreement

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Accept the grants and approve the Mayor/Manager to sign the contract and any other paperwork necessary to accept the grants and approve the necessary budget adjustments.

Background/Summary: In November 2021, the City of Ellensburg, in partnership with the Kittitas Environmental Education Network (KEEN), submitted two grant proposals through Summer Experiences & Enrichment for Kids Fund (SEEK), a program offered through the Washington Office of Superintendent of Public Instruction (OSPI) and managed by the Association of Washington Cities. The purpose of the SEEK Fund is to increase access to quality, outdoor summer programming for youth and communities who have historically been underserved and who have been most impacted by the COVID-19 pandemic. The grant programs run from April 15-November 15, 2022.

Previous Council Action: KEEN has been a recipient of Parks Partnership grants in past years.

Analysis: The two grant proposals submitted were awarded funding. The first grant was a \$45,000 request to fund support scholarships for children from families in need to attend KEEN summer camps, specifically the 'Ponds to Pines' program which is offered for five weeks to children in grades K-10 and takes place out of the Yakima Canyon Interpretive Center located at Helen McCabe State Park. The second grant was a \$231,631 request to fund the 'Windy City Park Rangers' day camp, which is based out of four city park facilities, runs five days a week, with each site serving between 25-35 campers. This is a nine week camp that is free to the community. Funds from the program will be used primarily to hire staff, as well as camp supplies. KEEN will run the day to the day operations of the

camp.

Through the SEEK program funds, local youth will have access to free, all day, outdoor education based recreation programs where they will be given the opportunity to participate in art, water activities, science projects, as well as developing social skills through the establishment of peer groups resulting in improved communication and problem solving skills. These camps give kids the chance to unplug, explore our parks, and to gain a better understanding and appreciation of nature.

Financial Impact:

There is no match requirement associated with this funding opportunity, however it is a reimbursable grant program so the AWC will reimburse the City on a monthly basis.

Attachments:

[2022 POSTER Scholarships](#)
[AWC Agreement](#)

KEEN SUMMER CAMPS 2022

SCHOLARSHIPS!

@ YAKIMA CANYON
INTERPRETIVE CENTER
ELLENSBURG WA



JUNE 20 - JULY 31

CAMPS FOR KIDS ENTERING PRE-K THROUGH 10TH GRADE



SCHOLARSHIP PROGRAM

WWW.YCIC.ORG/scholarships



SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities
Service Subcontract ("Subcontract") with**

City of Ellensburg - Parks & Recreation Department
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of Ellensburg - Parks & Recreation Department
Program Description	1. Windy City Park Rangers 2. Summer Camp Scholarship Program

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-24****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor City of Ellensburg 501 N Anderson 501 N Anderson, Ellensburg, WA 98926 Phone Number		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Brad Case Parks & Recreation Director caseb@ci.ellensburg.wa.us		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$276631	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # 91-6001245
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR Date		FOR Association of Washington Cities Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. SUBCONTRACT MANAGEMENT

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

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

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

2. PAYMENT

AWC shall pay an amount not to exceed \$276631 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. BILLING PROCEDURES AND PAYMENT

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-24**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

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

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

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. 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
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

SEEK Funding Opportunity Subcontractor Funding Agreement

SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.

- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

SEEK Funding Opportunity Subcontractor Funding Agreement

Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent 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. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a Creative Commons Attribution License, version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to non-commercial use, the Creative Commons Attribution-NonCommercial-ShareAlike license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data 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 Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

14. Covenant Against Contingent Fees. The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

15. Disputes. In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract 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 Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

SEEK Funding Opportunity Subcontractor Funding Agreement

28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor 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 Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, 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.

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract 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.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (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 the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC 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.

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

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

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract 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 Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC 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 AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. 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

SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEEK Application & Scope of Work

Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application

Windy City Park Rangers

KEEN's Windy City Park Rangers is designed as a free outdoor day camp program held in parks around the City of Ellensburg during 9 weeks of summer. The program will be provided by the Kittitas Environmental Education Network (KEEN) under contract to the City of Ellensburg. KEEN is the go-to expert in nature-based outdoor educational programming in Kittitas County. For the last 21 years, KEEN has touched the lives of thousands of lifelong learners with outdoor education programming and special events. KEEN's Windy City Park Rangers (WCPR) is the only free day-camp/child-care offering in Kittitas County that is open to all youth: students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. This grant will allow KEEN to hire additional staff and ensure that the program can be offered in four City parks, 7-days per week with family programs on Saturday & Sunday. Grant funding will allow this program to reach all families in need and ensure they have access to outdoor-based summer educational programming. With grant funding, we expect to be able to serve 10,998 participants in the summer of 2022. Over the past 3 years, KEEN has provided a limited WCPR program that has grown from reaching 50 children to over 500 during the summer of 2021. In summer 2021, the program was offered for 2-hours per day, 4-days a week, in rotating park locations. The demand became overwhelming for KEEN's limited staff and funding, with up to 35 children attending at each location each day. The popularity of this program is evidence of a critical need in our community; but the popularity has also outstripped KEEN's ability to provide the program for free to the community. There is a huge demand for programs in local parks that are free, or offered on a sliding scale, that also provide child-care options for our community. KEEN's largest limiting factor is staff costs. Their overhead is very low and they are committed to paying living wages for staff members. WCPR is a nature immersion program with daily STEM activities mixed in with art, recreational activities, and just plain summer fun. Open to kindergarten through 8th grade students, WCPR provides free "day-camp" child care experiences in locations that are easy to access via walking or public transportation. Using SEEK grant funding, WCPR could provide critical child care and also provide an essential program to reduce the "summer-slide" for students in our community. This "summer slide" is greatest for children from low-income families, and can, over time, lead to wide academic disparities between them and children from higher-income families. Students from low-income families are most likely to attend a summer program, but their unmet demand for summer programs is also highest. Place-based learning and outdoor free-play are at the heart of WCPR programming. Nature walks, observation journals, and creative play in the different parks are incorporated into every day. WCPR focuses on what makes each park within the City of Ellensburg unique. For example, Irene Rinehart Park is bounded by the Yakima River and has extensive walking trails and two swimming lakes. At that park, WCPR brings in extensive water play with kayaks and stand up paddle boards during the hot days of summer. In contrast, Kiwanis Park has a restored portion of Mercer Creek and not much other natural habitat. At that park, WCPR focuses on art and science projects, and free play on the playgrounds. KEEN's Windy City Park Rangers is just one of several KEEN Nature School programs and has key goals: Our place-based program promotes healthy physical development in a stimulating learning environment. We promote building social skills and connection while developing healthy social skills and peer-group relations to encourage improved communication and problem-solving skills. We are learner-led. Allowing children to

take the lead fosters their fascination with the world around them and free play opportunities inspire their creativity. We encourage children to take appropriate risks which provide real world examples to learn risk assessment and self-regulation. We nurture connections to the natural world to enhance understanding of our role as environmental stewards in our local community. WCPR also includes an aspect of service learning every day ranging from garbage cleanup to habitat improvement projects. We know that school-age children spend 80% of their waking hours outside of school. Given area statistics, we estimate that between 30-40% of our community's children are home alone after the school day ends and during the 9 weeks of summer every year. Summer programs support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth. The expansion of KEEN's Windy City Park Rangers will allow consistent and repetitive attendance. Regular participation can lead to improved social and emotional competencies, including prosocial behavior, intrinsic motivation, better concentration efforts, and higher sense of self-worth. So called social-emotional learning is an integral part of human development that advances educational equity and excellence. Our authentic learning environments and experiences feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. This allows staff to address various forms of inequity and empower young people to contribute to safe, healthy, and just communities. Poverty reduction, economic mobility, and reduced reliance on public assistance have also been found to be benefits of social and emotional learning. These "soft skills" are essential for workforce development and lead to more youth being hired and successful in their jobs. Development of personal and social skills in afterschool settings that implement SAFE (sequences, active, focused, and explicit) features also lead to higher academic achievement, positive feelings and attitudes toward school. Participating in summer programs leads to increased adult supervision which makes youth feel safer and reduces instances of being left unsupervised with peers out of school. It also means that younger children are supervised by older siblings less often. Adult supervision that is based on developmental relationships promotes positive youth development as it not only promotes personal safety and decreases risky behaviors such as smoking or drug abuse, but also creates an environment where young people learn better and are able to thrive. Working families and businesses also benefit from summer programs that ensure that youth have a safe place to go while parents or guardians are at work. KEEN's Windy City Park Rangers program primarily serves K-8th grade children in the Ellensburg, Kittitas, Damman and Thorp school districts who are eligible for free and reduced lunch programs. Specific outreach is conducted to local food banks (APOYO and FISH) so that we also engage students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. The program hires bilingual employees to ensure we are inclusive and able to communicate clearly with participants and families. Ellensburg School District is a Title 1 District with 40% of the school population meeting eligibility for free or reduced lunch (as defined by the U.S. Department of Agriculture) 8% are Transitional Bilingual Participants eligible for TANF, Supplemental Security Income, the Special Supplemental Nutrition Program for Women, Infants, and Children, or other support programs such as heating assistance. Additionally, 1.1% of students are in Foster Care and 14% in Special Education. The average household income in Ellensburg is \$51,722 with a poverty rate of 30.87% (closer to 40% in the broader surrounding county that accesses Ellensburg schools and KEEN programming). The median rental costs in recent years is \$1,004 per month, and the median house value is \$234,000. The median age in Ellensburg is 23.5 years which means that we have an ever-increasing school-age population " Ellensburg has constructed 3 new elementary schools in the last 4 years to accommodate this growing young population. As in many areas of the country, as housing costs increase (and taxes from new schools), income decreases and/or jobs are more difficult to secure, the need for free programs increases. KEEN continually works to address the barriers to participation in all our programming. Many

children from underserved populations are responsible for the care of siblings while parents work, so KEEN aims to create programming that entire sibling groups can attend for free. While KEEN seeks donations to support their work, the largest expense is salaries. It is important to note that access to high-quality afterschool and summer programs is not always equitable. There can be significant disparities based on income and education, transportation, cultural and developmental appropriateness of programming, and neighborhood safety, among other factors. Given local statistics from our partners at FISH and APOYO, KEEN estimates that 50-65% of our school-aged children cannot afford to attend high quality afterschool or summer programs. KEEN relies on community partnerships. Key to the success of the WCPR program is partnerships with the two local food banks, FISH and APOYO, the local school district, and other non-profit partners. Though KEEN works with a lot of community partners, the only staff interacting with children and daily programming will be supervised directly by KEEN staff. APOYO and FISH: KEEN works with these two local food banks to advertise the availability of KEEN's Windy City Park Rangers and to reach out to communities in need. Central Washington University: KEEN works with several programs at the university, including programs that directly serve migrant and minority students, to recruit Spanish-speaking college student mentors for Nature School programming. Ellensburg School District and Pacific Education Institute (PEI): PEI has been working with the Ellensburg School District to increase outdoor time over the past few years, and the district has embraced the goal of getting kids outdoors. KEEN's afterschool programming takes place in the natural area behind Mt. Stuart school. Mid-Columbia Fisheries Enhancement Group (Mid-Columbia Fisheries): Mid-Columbia Fisheries provides staff time for program planning, Spanish translation for written materials, seasonal interns, and some program supplies. City of Ellensburg Diversity and Equity Commission: this newly established citizens commission will give KEEN an additional way to reach communities in need and share information about free programming. Grant funds provided by the SEEK program will allow KEEN to provide Windy City Park Rangers for free to all program participants for 9 weeks of summer. We anticipate serving 35 children in each park (4 parks) 5-days per week for 9 weeks, plus another 25 families each Saturday & Sunday for 9 weeks. That is about 700 kids per week plus 65 family members (any age) for weekend programs over 9 weeks for a total of 10,998 participants over the summer of 2022. The day camps will run 9-3 every week day, with supplemental Saturday & Sunday afternoon family recreational programming. Each child will receive 6 hours of outdoor educational programming per day, 30 hours per week, and up to 270 hours per summer with a total potential of 1,700,000 hours of supervised youth programming in our community. No other program in our area even comes close to that amount of in-person contact for youth over the summer. The Saturday & Sunday programming will target whole family participation, and will include guided nature walks, recreational activities, ADA-accessible naturalist programs, and volunteer stewardship opportunities.

Summer Camp Scholarship Program

The City of Ellensburg Parks & Recreation Department will use SEEK funding to support scholarships for children from families in need to attend KEEN's Summer camp adventure programming - specifically the Pond to Pines summer camp program described below. The City will determine need and scholarship amounts based on the same metrics as the free and reduced lunch program described by WA OSPI. Levels are listed below: Household size 2/Income \$32,227 = \$200 Household size 3/Income \$40,626 = \$250 Household size 4/Income \$49,025 = \$250 Household size 5/Income \$57,424 = \$275 Household size 6/Income \$65,823 = \$300 Household size 7/Income \$74,222 = \$325 Household size 8/Income = \$82,621 = \$350 scholarship (full week of camp) The City will work with KEEN to create a registration page for scholarships and to support as many campers to attend the camps as possible. Pond to Pines is offered over 5 weeks of summer. KEEN is the go-to expert in nature-based outdoor programming in Kittitas County. For the last 21 years, KEEN has touched the lives of thousands of lifelong learners with outdoor

education programming and special events. During the past six years, our Nature School and direct environmental education have been growing with both tuition-based and grant-supported programming. KEEN connects with over 2,000 K-10th grade students every year with tuition-based programs, Pond to Pines Summer Camp and Earth Explorers, and free community programs including Ellensburg Explorers, 4th Grade Camp, and Brown Bag Science. KEEN's Nature School primarily serves K-10th grade children in the Ellensburg, Kittitas, Damman and Thorp school districts. Ellensburg School District is a Title 1 District with 40% of the school population meeting eligibility for free or reduced lunch (as defined by the U.S. Department of Agriculture) 8% are Transitional Bilingual Participants eligible for TANF, Supplemental Security Income, the Special Supplemental Nutrition Program for Women, Infants, and Children, or other support programs such as heating assistance. Additionally, 1.1% of students are in Foster Care and 14% in Special Education. Kittitas County Head Start has been fully enrolled for all program years in the last decade. KEEN continues to work to address the barriers to participation in the tuition-supported Earth Explorers and Pond to Pines summer camp. Many children from underserved populations are responsible for the care of siblings while parents work, so KEEN aims to create programming that entire sibling groups can attend for free. While we seek donations to support our work, our largest expense is salaries. Luckily KEEN's overhead is virtually nothing which allows us to keep our costs low, but relying upon grant funding to sustain free programs is not realistic. It is important to note that access to high-quality afterschool and summer programs is not always equitable. There can be significant disparities based on income and education, transportation, cultural and developmental appropriateness of programming, and neighborhood safety, among other factors. While nationwide 9 in 10 adults reported that afterschool and summer programs are important to their community, more than 19 million children are unable to enroll in an afterschool or summer program. Given local statistics from our partners at FISH and APOYO, KEEN estimates that 50-65% of our school-aged children cannot afford to attend high quality afterschool or summer programs. KEEN's Earth Explorers is an AfterSchool nature-immersion program. This program is available for 5 days per week including early release Wednesdays. Earth Explorers runs M, T, Thur, and Fri starting September 13th from 3:30-6:00pm and on early release Wednesdays from 1:00-6:00pm. Kiddos are bussed directly from schools to our location in the natural area behind Mt. Stuart school. This program is open to all K-5th grade students. KEEN's Windy City Park Rangers: a free program held in Ellensburg City Parks. It is a day camp-theme based program exploring science, nature education games, and recreational activities (swimming, boating, slacklining, and more). If funded, this program could expand to year-round programming with week-day summer camps and weekend school-year day camps. KEEN's Mountaineers: Mountaineers is a year-long adventure club for Kittitas County teens grades 6 through 10. Mountaineers meet weekly with their instructors, local guests specializing in that month's educational theme, and engage in exciting activities to prepare them for each upcoming excursion. Excursions/trips are held monthly (Friday evening to Sunday afternoon) and will be a mix of backpacking, camping, hiking, snowshoeing, trail building, boating, and exploring our natural world. Pond to Pines Summer Camp: KEEN has offered Pond to Pines summer day camps for the last 7 years. Each camp and activity is carefully constructed to provide the ultimate nature-based learning environment while providing a FUN hands-on experience! KEEN's Summer Camps are 100% outdoor immersion and take place at the Yakima Canyon Interpretive Center @ Helen McCabe Park. 4th Grade Camp: Each year in the spring, KEEN hosts all of the 4th graders in the Ellensburg School District for our Nature Day Camp. This program aligns with 4th grade science standards and engages young learners in creative thinking, problem solving, and fun in a restored natural area. Hosted at Helen McCabe Memorial State Park, KEEN brings in volunteer subject-area experts to share botany, geology, hydrogeology, and more!

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Windy City Park Rangers

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$231631
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$231631

Project: Summer Camp Scholarship Program

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$45000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment E

Proclamation 21-14 COVID-19 Vaccination Certification

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued *Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021)*, as amended by *Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021)* and as amended by *Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021)*, and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



DATE: March 7, 2022

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Public Works and Utilities Department Postponed Retreat.

The Public Works and Utilities (PW&U) Department have postponed the scheduled staff retreat. Offices will be open for regular business on Tuesday, March 8. The retreat will be rescheduled.

2. Register for Monthly e-Newsletter—Ellensburg Insider.

To assist in our goal to inform and engage the public (Council's Strategic Vision for a Safe and Inclusive Community), the City launched a monthly e-newsletter, named the Ellensburg Insider. Members of the public may register to receive future editions (scheduled for distribution the first week of each month) by completing the registration form:

[Newsletter Signup Form \(formsite.com\)](https://fs19.formsite.com/ellensburg/kple1idkwo/index.html)

Or copy and paste the link into your browser:

<https://fs19.formsite.com/ellensburg/kple1idkwo/index.html>

Archived copies are available on the City website too.

3. Main Street Corridor Intersection Enhancements Nearing Completion.

The Main Street Corridor Intersection Enhancements project is nearing completion, with new signal system start up scheduled to begin on March 15, 2022. The project consists of the following safety and efficiency upgrades:

- Main Street/Manitoba Avenue - New signal cabinet, new signal heads, flashing yellow arrows, southbound protected left turn, new pedestrian pushbutton system, and ADA improvements
- Main Street/3rd Avenue - Four new signal poles, new signal cabinet, protected left turn phases, flashing yellow arrows, new pedestrian pushbutton system, video/radar vehicle detection, and ADA improvements
- Main Street/5th Avenue - Two new signal poles (replacing undersized poles) at the northeast and southwest corners, new signal heads, additional protected left turn phases, flashing yellow arrows, upgraded vehicle detection and emergency vehicle exemption, and ADA improvements
- Main Street/University Way- New signal heads, flashing yellow arrows and upgraded vehicle detection

This project cost is \$1,209,500 and is 100% federally funded through a City Safety Program grant.

4. Statewide Indoor Mask Mandate to be Lifted on March 12.

Governor Inslee's announced removal of the indoor mask mandate as March 12, 2022, but the order allows local governments to continue to require masking. Council currently has a mask

requirement in place for in-person attendance at public meetings. Unless directed otherwise by the City Council, beginning March 12, 2022, masks will no longer be required at public meetings. All Council and City Advisory Board and Commission meetings will continue to be offered as hybrid meetings, with in-person and remote attendance options for members and the public. City staff and public facilities will remove masking requirements as of March 12 and will continue to follow Federal, State, and local public health directives.