

CITY COUNCIL AGENDA

July 1, 2024



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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 by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAAccordinator@ellensburgwa.gov.

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](https://www.youtube.com/ECTV_Ellensburg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

Public comment on Non-Agenda Issues (Item No. 7) is limited to a combined total of thirty (30) minutes unless Council votes to extend the time. 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: cityclerk@ellensburgwa.gov. 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: cityclerk@ellensburgwa.gov. 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. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).***
 - a) Anyone wishing to provide public comment on ***Non-Agenda Issues*** (Item No. 7 on the Agenda) must: 1. Register via the Zoom link by no later than 24 hours prior to the meeting; and 2. Provide a description in the Zoom registration form of the topic upon which they wish to speak with sufficient detail to allow the Mayor to determine whether it pertains to City business or a matter over which Council has control.
 - b) Anyone wishing to speak on ***all other Agenda items*** where it specifically states “Public Comment Opportunity” must register prior to 7 p.m. the day of 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. If you wish to speak on an agenda item, you must:
 - a) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
 - b) 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.
6. Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, 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, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.
- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit any 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).
4. Speakers providing comments on Item 7, Non-Agenda Issues, may only address the Council on matters which concern the City's business or over which the Council has control, and must announce the topic upon which they wish to speak before making their comments.

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 (509) 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:

1. 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.
2. Please state your name, address, and whether you are representing only yourself or others.
3. Please limit your comments to 5 MINUTES.
4. Submit written comments to the City Clerk.

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, July 1, 2024
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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 June 17, 2024 Regular Meeting 6

5.B Acknowledge Minutes of Boards and Commissions 9

5.C Accept the Resignation of Loretta Gray from the Library Board 15

5.D 2024 Ellensburg Transportation Safety Action Plan Agreement for Professional Services 16

5.E Award Bid Call No. 2024-16 Tree Trimming Contract Utility Electrical Distribution System to Basin Tree Service & Pest Control Inc. 72

5.F Approve July 1, 2024 Voucher Listing 74

6. Petitions, Protests, and Communications

6.A Board and Commission Appointments 75

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A Ordinance 4943 (First Reading) Amending the 2023-2024 Biennial Budget

	(Public Comment Opportunity)	84
9.B	Resolution 2024-19 Amending Small Works Roster Policies (Public Comment Opportunity)	93
10.	Unfinished Business	
11.	New Business	
12.	Miscellaneous	
	12.A Manager's Report	97
	12.B Councilmembers' Reports	
13.	Executive Session	
	13.A Per RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency	
	13.B Per RCW 42.30.110(1)(b), to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.	
14.	Adjournment	



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

June 17, 2024

Time of Meeting

7:00 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Miller.

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, Assistant City Attorney Reiman, City Clerk Leader, Engineering Manager Mayo, Public Works & Utilities Director Lyyski, Community Development Director Carlson, Housing and Grants Manager Frey, Planning Manager Johnston, and approximately ten members of the public

Others present remotely via Zoom: five members of the public

2. Proclamations

- 2.A Juneteenth Day of Observance Proclamation
Amare Thorn was present to read the proclamation.

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Lillquist moved to approve the Agenda as presented. **Motion Approved 7-0**

5. Consent Agenda

- 5.A Approve Minutes of June 3, 2024 Regular Meeting
5.B Approve Minutes of June 3, 2024 Study Session
5.C Acknowledge Minutes from Boards and Commissions
5.D Approve University Way Banner Request from CWU - Orientation - July 2 - August 5, 2024
5.E Approval of 2024 Rodeo Parade Route and Fair & Rodeo Requests

-
- 5.F Project Acceptance - Bid Call 2023-15 Tree Trimming Contract Utility Electrical Distribution System
 - 5.G Project Acceptance - Bid Call 2024-02 Catherine Property Storm Irrigation Project
 - 5.H Project Acceptance - Bid Call 2023-02 Pole Testing And Treatment Contract
 - 5.I Reject all Bids for Bid Call No. 2024-14 Distribution Transformers
 - 5.J Approve June 17, 2024 Voucher Listing

Councilmember Goodloe moved to approve the Consent Agenda as presented. **Motion Approved 7-0**

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Resolution 2024-18, Adopting the City's 2024 Water System Plan (WSP) Update
Derek Mayo, Engineering Manager, presented information in the staff report. Zach Schrempp, of RH2 Engineering, reviewed a presentation with information in the plan. Council asked questions of staff and the consultant.

Councilmember Palmer moved to adopt Resolution 2024-18 approving the 2024 Water System Plan update. **Motion Approved 7-0**

10. Unfinished Business

11. New Business

- 11.A Recommendation for Allocation of 1st and Pine Surplus Property for Affordable Housing
Lily Frey, Housing & Grants Manager, presented information in the staff report.

Jordan Lowe and Nate Poel with Inversion Design Build, reviewed their proposal. Council asked questions concerning the proposal.

Susan Grindle, HopeSource Director, reviewed their proposal. Council asked questions concerning the proposal, which were answered by Maarika Amado-Cattaneo with Dahlin Group, Jeremy Wilkening with Shelter Resources Inc., and John Raymond and Craig Kelly with HopeSource.

Councilmember Goodloe moved to authorize staff to prepare a letter of intent to award 1st and Pine City Surplus Property to Inversion Design Build. **Motion**

Approved 4-2 (*Beauchamp and Lillquist voted no, Elliott abstained*)

12. Miscellaneous

12.A Manager's Report

The City Manager reviewed the report.

12.B Councilmembers' Reports

- Councilmember Goodloe reported on the DEI retreat, June 13th Joint City/County meeting, County Homelessness & Affordable Housing Commission, and will be attending the upcoming AWC Conference
- Councilmember Palmer attended the Affordable Housing Commission and Steer I-90 Commission meetings
- Councilmember Beauchamp reported on KITTCOM Board and Library Board
- Councilmember Thompson commented favorably about the June 13th Joint City/County meeting
- Councilmember Lillquist requested an excused absence for the Sept. 3rd meeting;

Mayor Elliott moved to approve an excused absence for Councilmember Lillquist for the September 3, 2024 regular meeting. **Motion Approved 7-0.**

She commented favorably regarding the June 13th Joint City/County meeting, attended the Bowers Business Park Technical Advisory Committee, Environmental Commission, and DEI Commission meetings, and reported on Bureau of Land Management listening sessions being held

- Mayor Elliott attended the EMS Trauma Care Council meeting, and a collaboration meeting between the Chamber and CenterFuse

13. Executive Session

14. Adjournment

Meeting adjourned at 9:21 pm

Mayor

ATTEST:

City Clerk

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

May 14 2024

3:00 PM

Council Conference Room & Zoom

1. Call to Order and Roll Call

Chair Nancy Goodloe called the meeting to order at 3:00 p.m.

Roll Call Present: Nancy Goodloe, Tylene Carnell, Kandee Cleary, Mayra Colazo, Teresa Divine, Amber Hoefer, and Alex Mandujano.

Absent: Phil Backlund

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Rhonda Schmidt, ESD liaison; Lucinda Carnell, CWU liaison; Teresa Chanes, EDA liaison; Aaron Reiman, City Prosecutor/Assistant City Attorney; Jeremy Johnston, Planning Manager; Heidi Behrends Cerniwey, City Manager; Kelle Vandenberg, Arts & Economic Development Manager; Ramona Bryant, League of Women Voters; 1 applicant to the commission; and 2 members of the public (one online and one in person).

2. Approval of the Agenda

Commissioner Divine moved to approve the amended agenda. Commissioner Cleary seconded the motion. There was no discussion. **Motion approved 6-0.**

3. Approval of Minutes from April 9, 2024, Meeting

Commissioner Carnell moved to approve the minutes from the April 9, 2024, DEI Commission Meeting. Commissioner Cleary seconded the motion. There was no discussion. **Motion approved 6-0.**

4. New Business

A. City Prosecutor/Assistant City Attorney Aaron Reiman presented on Robert's Rules of Order.

B. Comprehensive Plan Amendments

Jeremy Johnston went over suggested edits the commission provided to Chapter 9 of the comprehensive plan. There will be a formal public participation plan later this year; this is just a starting point.

C. Award 2024 Grants

The Commission reviewed the grant subcommittee's recommendation for funding of 2024 grant projects. Commissioner Cleary made the motion to approve the subcommittee's grant recommendations and forwarded them to the Ellensburg City Council for approval at the June 3 meeting. Commissioner Divine seconded the motion. **Motion approved 6-0.**

Carnell said there were challenging decisions to make with only \$6,000. Colazo said that shows the need in the community when considering the next budget. Goodloe said a few applications would be good for the City's community grant program and staff will pass on that feedback.

D. Approve Spending for Juneteenth Celebration

Goodloe said planning of the Juneteenth celebration is going well and the museum is working on an exhibit about Black History leaders and events. The commission was asked to provide 500 hand flags with the Juneteenth logo and \$200 for the musician to play. Goodloe made the motion to approve spending up to \$500 on flags and the musician for the Juneteenth event. Commissioner Cleary seconded the motion. **Motion approved 6-0.**

EDA liaison Teresa Chanes said Black Grenade Entertainment will be doing live music at The Red Pickle with the night market right there. They are trying to spread the word about the event. The CWU Library is doing a webpage that is interactive as well. Marketing for the Juneteenth celebration will go out this week.

E. World Café Recap

Klauss provided a recap on the World Café attendance and expenses. Attendance was around 25 people and most were facilitators or volunteers. Expenses were around \$800 from the City and CWU contributed refreshments and the location.

Cleary suggested looking at late fall and mid-winter for the next one. Goodloe said the World Café committee will meet to discuss the next event.

F. Miscellaneous Comments (Goodloe added this in the moment)

Goodloe thanked Commissioner Colazo for serving on the commission as this was her last meeting and she is not reapplying. There will be another spread of advertising to solicit applicants for the position.

Applicant William Coleman made an introduction to the commission.

5. Previous Meeting Motions and 90-Day To-Do List Review:

- Lucinda Carnell said there is a resources guide in the Wildcat Pantry that was emailed to Goodloe. It connects students with off-campus resources.
- Kelle Vandenberg provided an update on the call for artists for Unity Park.
- Klauss will set a meeting with other commissions regarding the Unity Park celebration.
- Goodloe will follow up with Dispute Resolution Center.
- Divine will reach out to the new market manager and the EDA night market manager.

6. Liaison Reports

Lucinda Carnell reported:

It's been a year of change at CWU as they try to aspire to the vision and mission but were faced with challenges of realities. President recently put out a letter to campus that mentions creating an action agenda and listening to stories of bias. Carnell was interim Vice President of Diversity, Equity and Inclusion this year but will go back to being faculty and a new interim will start in June.

Rhonda Schmidt: The Ellensburg School District is wrapping up the year and working on initiatives and staff training for next year. They are working on making sure their processes meet the needs of students in the community.

Teresa Chanes reported: She is now the liaison for the EDA.

7. Subcommittee Reports

Goodloe said the grant subcommittee met. Goodloe said the interview committee met and is recommending Carnell be reappointed for a second term. It will go to the City Council for approval.

8. Commission Member Reports

Commissioner Carnell reported:

- The high school pizza klatch program sees 30 kids showing up. They had a conversation about how they want to wrap up at high school and planning end of year celebration.
- On May 18, the youth summer kickoff is happening at Morgan Middle School from 11-3 with approximately 21 organizations.
- Trout Unlimited is hosting a women in fly fishing from 1-5 p.m. June 16 at IRRP.

Commissioner Colazo reported:

- There is no update on CWDR finding a new location. Staff is switching to hybrid in September and trying to figure out a place.
- The Department of Health had a retreat and Colazo was the only representative from Central Washington. Colazo voiced concerns about lack of specialists and the struggle with getting to the West Side to visit specialists. The Department is adding this to their priorities for next year.

9. Staff Report

Klauss reported:

- Amy McGuffin at the Chamber reached out encouraging the City to celebrate National Hispanic Heritage Month, September 15-October 15 at Unity Park.
- Thanked Colazo for serving.
- The DEI Commission Retreat is set for Friday, August 2 from 8-2 in the Council Chambers at City Hall.

10. Public Comment

Landis Hanson provided public comment.

Preview Next Meeting May 14, 2024

- City Mayor proclamation discussion
- Councilmember Nancy Lillquist to brainstorm ideas for encouraging a more diverse community to bicycle in Ellensburg
- Juneteenth updates

Meeting adjourned.

Nicole Klauss

Drafted: 5/15/24

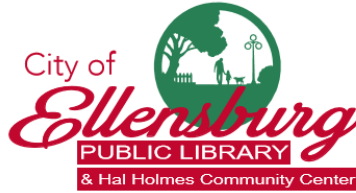
Approved: 6/11/24

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

May 14, 2024

4:30 p.m.

City Hall

Mary James, Chair, term expires December 31, 2027

Loretta Gray, Secretary, term expires December 31, 2027

Marty Blackson, Chair, term expires December 31, 2027

Andreina Delgado, term expires December 31, 2028

Melina Meador, term expires December 31, 2024

Vikki Carpenter, term expires December 31, 2028

Richard Moreno, term expires December 31, 2026

I. CALL TO ORDER

James called the meeting to order at 4:37 p.m.

II. ATTENDANCE

PRESENT: Vikki Carpenter, Andreina Delgado, Loretta Gray, Mary James, Rich Moreno

COUNCIL LIASON: Sarah Beauchamp

ABSENT: Marty Blackson, Melina Meador

STAFF: Josephine Camarillo

III. APPROVAL OF AGENDA

Motion made by Gray to approve the agenda, motion seconded, **motion approved**.

Motion passed 5-0.

IV. APPROVAL OF MINUTES

Motion made by Carpenter to approve the May 2024 minutes, motion seconded, **motion approved**. Motion passed 5-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

None.

VI. REPORTS

A. Director's Report for January: (1) The Library continues to sponsor or co-sponsor speakers. (2) Transitions were made to Princh and electronic timesheets. (3) Staff in Adult, Technical, and Youth Services have been busy with projects and training. (4) Stats are up from last year. (5) Sixty-two events took place in Hal Holmes.

B. Budget Report: Although costs have increased in some areas, the overall budget is on track. A request for increased funding will be made next year.

C. Friends of the Library Report: The Friends are always welcoming new members. James described what a membership entails.

VII. UNFINISHED BUSINESS

- A. The Board discussed the search for one new member.
- B. The Board decided to hold elections for co-chair and secretary. Vikki Carpenter offered to run for co-chair position. James made a motion to appoint Carpenter as co-chair, seconded, motion passed 5-0. Gray will remain Secretary.

VIII. NEW BUSINESS

- A. New Board Member review: Josephine will look at various board policies regarding onboarding new board members.
- B. New RCW SB 5444 was discussed: No Open Weapons and Firearms allowed on premises.
- C. The date was set for the 2025 Library Birthday Party: January 24, 2025.
- D. Members discussed talents they might draw on for planning the birthday party and for other activities.

IX. UPCOMING PROGRAMS/EVENTS

For May the following were scheduled: (1) CWU Ethics Lab, (2) Library Book Club, (3) WA Humanities Speaker event.

X. UNSCHEDULED BUSINESS

None.

XI. NEXT MEETING

Tuesday, June 11, 2024 at City Hall

XII. ADJOURNMENT

With no further discussion, the meeting was adjourned by James at 5:30 pm.

Respectfully submitted,
Loretta Gray, Secretary

From: [Loretta Gray](#)
To: [Cynthia LaChappelle-Mathis](#)
Subject: [Ext] Resigning from Library Board
Date: Friday, June 14, 2024 1:02:18 PM

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Hi Cynthia,

Josephine asked me to let you know of my desire to withdraw from the Library Board. I will gladly stay on until a replacement can be found.

Best wishes,

Loretta Gray

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Meeting Date: July 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2024 Ellensburg Transportation Safety Action Plan
Agreement for Professional Services
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager's signature on the Transportation Safety Action Plan Professional Services Consultant Agreement between the City of Ellensburg and KPG Psomas.

Background/Summary:

The City of Ellensburg is completing a 2024 Transportation Safety Action Plan (TSAP). The City has received funding through the Safe Streets and Roads for All (SS4A) program, administered by the Federal Highway Administration (FHWA), to develop the TSAP for the City and surrounding Urban Growth Area (UGA).

City staff advertised for provision of professional services to prepare the TSAP. Three (3) statements of qualifications from consulting firms were received. Two (2) firms were interviewed. KPG Psomas was selected as the most qualified firm. Staff has coordinated scope and contract negotiations with KPG Psomas for preparation of the TSAP.

Previous Council Action:

August 7, 2023 - Council authorized the Mayor and staff to execute the SS4A Grant Agreement with FHWA and all other necessary paperwork associated with this plan.

Analysis:

The SS4A program supports two grant program types – planning and implementation. The planning program is specific to safety action plans, also known as “comprehensive safety action plans” or “transportation safety action plans”. The implementation program funds construction projects and other transportation safety improvement strategies, including education and operation programs. An eligible Action Plan must be in place before an agency can apply for SS4A funds to implement projects and strategies.

The City is hiring a consultant to help develop a TSAP for streets and roads within the city limits and in the surrounding UGA. The tasks for this plan will include establishment of a Vision Zero Task Force, data collection and analysis, public engagement and collaboration, establishment of Action Plan Vision, Goals, and Objectives, project prioritization, and development of a TSAP document. The City was awarded \$160,000 in SS4A funds for creation of the plan with an estimated total cost of \$200,000.

In the development of the TSAP, the City will engage with local, public and private stakeholders that interact with the community in a variety of methods. Both Central Washington University (CWU) and Central Transit (CT) have expressed support for transportation safety improvements within the City of Ellensburg and throughout its UGA. Both have agreed to participate in a Vision Zero Task Force. It is anticipated that other local organizations such as Kittitas County, People for People, Hope Source, and the Ellensburg School District (ESD) would also participate in the task force. This collaborative effort will achieve two goals; implementation strategies and projects reach outside of the City limits into the UGA and all community members can effectively engage with the planning process.

Strategies and projects considered for implementation through the action planning process will be founded on Complete Streets principles, which have been shown to improve safety and connectivity for all users. The City adopted a Complete Streets Policy in 2016, which is in line with the City's Comprehensive Plan and Active Transportation Plan. The TSAP will allow the City and community partners to build upon local transportation and safety-related plans that are already in place. The completed plan will also improve the City's eligibility for future grant funding to complete prioritized project improvements.

Financial Impact:

The total cost of the plan will be \$200,000.00 and was added to the 2023/2024 Biennial Budget via the Mid-Biennial Review supplemental budget ordinance.

The following is a financial breakdown of a Comprehensive Safety Action Plan for the City of Ellensburg and UGA:

- \$160,000 will be provided by the SS4A grant
- \$40,000 will be funded by the City of Ellensburg Street Fund budget

Budget Adjustment: No

Attachments:

1. KPG Psomas - COE - TSAP CPFF LAG

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 2023-068

Firm/Organization Legal Name (do not use dba's): KPG Psomas Inc.	
Address 23 S. Wenatchee Ave., Ste 223, Wenatchee, WA 98801	Federal Aid Number 693JJ32340149
UBI Number 604-635-123	Federal TIN or SSN Number 95-2863554
Execution Date	Completion Date June 30, 2025
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title Ellensburg 2024 Transportation Safety Action Plan	
Description of Work The City has selected KPG Psomas and its subconsultants (Consultant) to prepare a TSAP that includes eight key components: leadership commitment and goal setting, planning structure, safety analysis, engagement and collaboration, equity, policy and process changes, strategy and project selections, and progress and transparency. These eight components are required to be included in a TSAP in order for it to meet the criteria for an Action Plan as required by SS4A implementation grants and HSIP grants.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Total Amount Authorized: \$199,863.01 Management Reserve Fund: \$0 Maximum Amount Payable: \$199,863.01	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 2023-068

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Ellensburg hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

~~The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.~~

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Derek Mayo
Agency: City of Ellensburg
Address: 501 N. Anderson St.
City: Ellensburg State: WA Zip: 98926
Email: Mayod@ci.ellensburg.wa.us
Phone: 509-962-7230
Facsimile:

If to CONSULTANT:
Name: Karissa Witthuhn
Agency: KPG Psomas Inc.
Address: 23 S. Wenatchee Ave., Ste 223
City: Wenatchee State: WA Zip: 98801
Email: Karissa.Witthuhn@Psomas.com
Phone: 509-662-4076
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. ~~The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.~~

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT 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 \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold ~~The State of Washington (STATE) and~~ the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify ~~the STATE and~~ the AGENCY and their officers and employees against and hold harmless ~~the STATE and~~ the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by ~~the STATE and~~ the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom ~~the STATE and/or~~ the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) ~~the STATE and/or~~ AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom ~~the STATE and/or~~ AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against ~~the STATE and/or~~ the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

AGENCY

- A. Worker's compensation and employer's liability insurance as required by the ~~STATE~~.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the ~~STATE and~~ AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Derek Mayo
Agency: City of Ellensburg
Address: 501 N. Anderson St.
City: Ellensburg State: WA Zip: 98926
Email: Mayod@ci.ellensburg.wa.us
Phone: 509-962-7230
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



Signature

6/19/2024

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

See Exhibit A, next page.

Agreement Number: 2023-068

Scope of Work
City of Ellensburg
Transportation Safety Action Plan (TSAP)
KPG Psomas Project No. 9ELL010100
City of Ellensburg Project No. 2023-068
June 18, 2024

Project Description/Background

The City of Ellensburg (City) has received funding through the Safe Streets and Roads for All (SS4A) program, administered by FHWA, to develop a Transportation Safety Action Plan (TSAP) for the City and surrounding Urban Growth Area. The SS4A program supports two grant program types – planning and implementation. The planning program is specific to safety action plans, also known as “comprehensive safety action plans” or “transportation safety action plans”. The implementation program funds construction projects and other transportation safety improvement strategies, including educational and operational programs. An eligible Action Plan must be in place before an agency can apply for SS4A funds to implement projects and strategies.

Scope of Work

The City has selected KPG Psomas and its subconsultants (Consultant) to prepare a TSAP that includes eight key components: leadership commitment and goal setting, planning structure, safety analysis, engagement and collaboration, equity, policy and process changes, strategy and project selections, and progress and transparency. These eight components are required to be included in a TSAP in order for it to meet the criteria for an Action Plan as required by SS4A implementation grants and HSIP grants.

Pursuant to completing a TSAP as described above, the Consultant will perform the following tasks:

- Task 1: Project Management
- Task 2: Facilitate Project Task Force
- Task 3: Safety Analysis
- Task 4: Planning-Level Designs and Opinions of Cost
- Task 5: Community Outreach and Engagement
- Task 6: Project Prioritization
- Task 7: Develop TSAP Document
- Task 8: Community Outreach and Engagement (AV Consulting)
- Task 9: Safety Analysis, Project Prioritization and TSAP Development (Fehr & Peers)

The specific scope of work for these services is described in the following tasks:

TASK 1 – Project Management

The Consultant will provide project management services including:

1. Project setup.
2. Facilitation of project kick-off meeting to review project goals, key contacts, project stakeholders, team responsibilities, project budget, project schedule and project scope.
3. Execution of subconsultant agreements.
4. Preparation of monthly invoices with progress reports.
5. Schedule and budget monitoring. The Consultant project manager will communicate budget information with the City project manager on monthly progress reports, and more frequently if budget adjustments are anticipated. The Consultant may reallocate budget at their discretion, with supporting communication provided to the City via email or phone call.
6. Facilitation of project coordination meetings with the City.
7. Change management, including preparation of supplemental agreements.

Assumptions:

1. The project duration will be ten (10) months.
2. The kickoff meeting will be held virtually and attended by up to two (2) staff from KPG Psomas, two (2) staff from each subconsultant.
3. Project coordination meetings are expected to be held once per month and attended by the City project manager, the KPG Psomas project manager, and other team members as needed.

Deliverables:

1. Monthly invoice with progress reports (10 months).
2. Kick off meeting agenda and notes (PDF).
3. Project schedule and updates using Microsoft Project (PDF).
4. Project coordination meeting agendas and notes (PDF).

TASK 2 – Facilitate Project Task Force

A project “Task Force” will be established and will have the following responsibilities:

- Oversight of the TSAP development, implementation, and monitoring.
- Assist with co-creating methodology and content design for community outreach.
- Assist with community engagement efforts.

The Task Force will be composed of representatives from community-based organizations, school districts, university, and transit partners, and “Trusted Advocates”. Trusted Advocates are defined as community members, citizens, and youth with a network of relationships representing neighborhoods, underserved communities, and high areas of need.

It is anticipated that the Task Force Meetings will generally include the following agenda topics:

Task Force Meeting No.	Anticipated Agenda Topics
1	• Project Overview and Goals • Task Force Responsibilities • Project Schedule
2	• Community Engagement Strategy and Tools
3	• Existing Transportation System Safety Evaluation Results • Safety Corridor Network & Emphasis Areas • Safety Strategies Overview
4	• Placeholder/if needed
5	• Preliminary Engagement Findings & Next Steps • Equity Analysis • Review Draft Priority Projects Tech Memo • Draft Progress and Transparency Approach
6	• Community Engagement Report Back • Review Final Priority Projects List • Draft TSAP Review • Final Progress and Transparency Approach • Next Steps for Task Force

Assumptions:

1. The Consultant will facilitate a total of up to six (6) Task Force Meetings.
2. Up to three (3) Task Force Meetings will be held in-person, in Ellensburg, at a location to be provided by the City. The remaining Task Force Meetings will be held virtually.
3. Task Force Meetings will be facilitated by the KPG Psomas Project Manager.
4. Each Task Force Meeting will be up to two (2) hours in length.

TASK 3 – Safety Analysis

KPG Psomas will support the Safety Analysis effort, which will be led by Fehr & Peers, by collaborating on and reviewing the outcomes of the:

- Existing transportation system safety performance evaluation
- Identification of a safety corridor network and priority locations/emphasis areas
- Equity analysis
- Safety strategies and improvement projects

Assumptions:

- Where safety strategies and/or improvement projects include engineering countermeasures, KPG Psomas will prepare planning-level designs and opinions of costs as described in Task 4.
- KPG Psomas' effort for the Safety Analysis task will be limited to the budget shown in the fee computation estimate.

TASK 4 – Planning-Level Designs and Opinions of Cost

KPG Psomas will prepare planning-level design layouts and corresponding opinions of construction cost for improvement projects that require engineering countermeasures.

Assumptions:

1. Planning-level exhibits and opinions of cost will be prepared for up to three (3) priority projects.
2. Planning-level exhibits and opinions of cost will be prepared for up to two (2) systemic improvement projects.

Deliverables:

1. Planning-level exhibits for design layouts
2. Planning-level opinions of cost

TASK 5 – Community Outreach and Engagement

KPG Psomas will support the Community Outreach and Engagement effort, which will be led by AV Consulting, by doing the following:

- Participate in up to two (2) one-hour meetings with City staff and project team to discuss and finalize preliminary community engagement strategy and timeline.
- Participate in up to two (2) one-hour meetings with City staff and project team to design a set of engagement tools including surveys, questionnaires, and informational sheets.
- Review community engagement materials.

- Attend up to three (3) in-person community activities, to support community engagement work. Activities will be attended by one (1) KPG Psomas staff for up to four (4) hours per activity.
- Review preliminary engagement findings report.
- Upon completion of preliminary engagement efforts, participate in up to two (2) one-hour meetings with City staff and project team to present and discuss preliminary engagement findings and identify next steps.
- Participate in one (1) post report back debrief session with City and project team.
- Participate in up to two (2) one-hour meetings with City and project team to discuss additional content gathering needs.

TASK 6 – Project Prioritization

Relying on the opinions of cost prepared under Task 4, KPG Psomas will work jointly with Fehr & Peers to prioritize projects and summarize findings in a technical memo.

Assumptions:

- KPG Psomas' effort for the Safety Analysis task will be limited to the budget shown in the fee computation estimate.

TASK 7 – Develop TSAP Document

KPG Psomas will prepare a draft and final TSAP document.

Assumptions:

1. The TSAP document will be based on other deliverables prepared under the other tasks included in this scope of services, including those provided by subconsultants.
2. The City and Task Force will review and comment on the draft TSAP document.
3. KPG Psomas will incorporate review comments and prepare a final TSAP document.

Deliverables:

1. Draft TSAP document
2. Final TSAP document

Task 8 - Community Outreach and Engagement (AV Consulting)

KPG Psomas will subcontract with AV Consulting to provide Community Outreach and Engagement services in accordance with Exhibit A.1.

Task 9 - Safety Analysis, Project Prioritization and TSAP Development (Fehr & Peers)

KPG Psomas will subcontract with Fehr & Peers to provide Safety Analysis, Project Prioritization, and TSAP Development services in accordance with Exhibit A.2.

Optional Additional Services

The following services are not included in this scope of work but may be added by supplemental amendment as mutually agreed upon by the City and Consultant:

- Environmental permitting
- Topographic survey and basemapping
- Right of way acquisition
- Preparation of plans, specifications, and opinion of construction cost (beyond planning/conceptual level as described above)
- Construction administration services

Exhibit A.1

**City of Ellensburg
Transportation Safety Action Plan
Community Engagement Proposed Scope & Budget
June 2024**

In collaboration with the KPG PSOMAS project team, AV Consulting will lead and advise on engagement efforts based on the below scope of work.

Task 1 – Preliminary Project Planning

- Participate in two (2) one-hour meetings with City of Ellensburg staff and KPG project team to discuss engagement strategy and timeline.
- Review previously collected data from past community engagement efforts relevant to transportation safety spanning a minimum of five (5) years and not to exceed ten (10) years.
- Present a summary of recommendations to help inform engagement methodology and tools highlighting any gaps in engagement data.
- KPG Psomas will facilitate a project Task Force (TF), including up to six (6) TF meetings. The TF will be comprised of representatives from community-based organizations, school districts, university, and transit partners, and “Trusted Advocates”. Trusted Advocates are defined as community members, citizens, and youth, with a network of strong and diverse relationships, representing neighborhoods, underserved communities, and high areas of need. The role of the Trusted Advocates group will be to help co-create methodology and content design, and assist the project team with engagement efforts. Participants will receive a stipend in appreciation for their time.
 - AV Consulting will collaborate with the project team to identify TF members, with an emphasis on Trusted Advocates, and will identify, assess, and invite a maximum of ten (10) Trusted Advocates to participate on the TF and/or participate in community engagement activities.
- It is assumed that the exact role of the Trusted Advocates group may vary from what is described here, and those changes will be addressed as they come.

Task 2 – Engagement Design

- Participate in up to two (2) one-hour meetings with City staff and project team to design a set of engagement tools including surveys, questionnaires, and informational sheets.
- In addition, design content and materials for community engagement specific Task Force and Trusted Advocate meetings. Content will include accessible and digestible project education materials including sharing results of previously collected data, project description and process, targeted populations and neighborhoods, and community engagement methodology and content and their role in engagement strategy.

Task 3 – Community Engagement

- In partnership with the project team, coordinate and lead up to four (4) one-hour meetings with Trusted Advocates to introduce them to the project and use their expertise to help vet and adjust preliminary engagement methodology and content.
- Support engagement efforts by participating in up to five (5) community events and activities.
- Guide and mentor Trusted Advocates as they conduct engagement activities via their own networks.
- Collect, analyze, and summarize engagement findings into a comprehensive report that will apply community needs and desires to inform potential future funding projects. In addition, provide recommendations if additional engagement is needed to fill gaps in community and/or neighborhood representation.

Task 4 – Engagement Design

- Upon completion of preliminary engagement efforts, participate in up to two (2) one-hour meetings with the City and project team to present and discuss engagement findings and identify next steps.
- Coordinate, design, and lead one (1) one-hour meeting with Task Force and Trusted Advocates to share engagement findings, gather recommendations toward the design of a community report back session content and outreach materials.
- Partner with City and project team to design report back session content and methodology.
- Coordinate and provide support to Task Force/Trusted Advocates during report back session outreach process.
- Participate in one (1) two-hour report back session.
- Participate in one (1) post report back debrief session with City and project team.

Task 5 – Post Report Back

- Participate in up to two (2) one-hour meetings with City and project team to discuss additional content gathering needs.
- Design and coordinate one (1) electronic survey to share and vet final project recommendations.
- Provide an end of engagement summary report.

Scope of Work

The following is Fehr & Peers scope of work for the Ellensburg Transportation Safety Action Plan project. We prepared this scope of work in support of the prime consultant, KPG.

Task 1 – Establish Vision Zero/TSAP Task Force

To inform the establishment of the Task Force, Fehr & Peers will identify the types of roles and representation that are usually beneficial to have involved in developing a Transportation Safety Action Plan. Fehr & Peers assumes KPG and City Staff will identify and contact specific individuals to participate in the Task Force itself.

Fehr & Peers will participate in up to 6 task force meetings. Fehr & Peers' project manager will attend up to 3 task force meetings in-person and the remainder virtually. And, as needed, Fehr & Peers' principal-in-charge/safety expert will attend virtually.

A budget allowance amount of \$1,000 is included in Task 1 to cover the cost of mileage for travel to Ellensburg for in-person meetings included in Task 1 and Task 3. Mileage costs will be billed based on actual use up to this allowance amount.

Fehr & Peers assumes KPG will be responsible for ultimately assembling meeting agendas, materials and preparing notes. Fehr & Peers will provide suggested agendas for each meeting as well as content to be incorporated into the meeting materials. Fehr & Peers assumes KPG will lead the meetings and that Fehr & Peers staff will be active participants.

Task 1 Fehr & Peers Deliverables:

- Guidance for Task Force Roster
- Participation and attendance at up to 6 Task Force meetings
- Suggested agendas for up to 6 Task Force meetings
- Content for meeting materials for up to 6 Task Force Meetings

Task 2 – Safety Analysis

Task 2.a Existing Transportation System Safety Performance

Fehr & Peers will obtain the most recent five-years' worth of collision data from WSDOT for the City of Ellensburg. Fehr & Peers will use available roadway and contextual data



from the City's Active Transportation Plan update as well as other readily available sources. The collision data will be cleaned combined with the contextual data in a GIS database.

Fehr & Peers will examine historic collision data to identify locations that, because of their design or real-world functionality, account for the majority of traffic fatalities or severe injuries – with particular focus on vulnerable users such as pedestrians and bicyclists. Our team will also identify where collisions may be likely to occur based on a systemic assessment of roadway characteristics and land use. Incorporating this risk assessment eliminates a “blind spot” of many safety action plans, where an exclusive focus on historical collision patterns may obscure potential threats.

Task 2.b Systemic Approach and Priority Location Development

Once the data is in GIS format, Fehr & Peers will analyze reported crashes and look for trends to determine risk factors. Specifically, the Fehr & Peers will investigate the traits of the parties involved, collision types (e.g., rear-end, broadside), preceding movements, unsafe behaviors, and other contributing factors like time of day, weather, distraction, or alcohol/ drug influence. Fehr & Peers will also investigate trends in contextual variables (i.e. risk factors) such as roadway speeds, ADT, functional class, number of travel lanes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses.

The outcome of these analyses will be: (1) a safety corridor network (sometimes referred to as a high injury network) identifying safety priority corridors or locations based on collision history and risk factors; (2) emphasis areas that reflect prominent themes or patterns in the data relevant to multiple locations across the City.

Task 2.c Equity Analysis

Fehr & Peers will identify the locations in Ellensburg which are classified as disadvantaged using a combination of the Climate and Economic Justice Screening Tool, US Department of Transportation (USDOT) Equitable Transportation Community (ETC) Explorer, and an in-house robust equity analysis using an understanding of local issues developed in coordination with City staff and informed by community outreach. Fehr & Peers will overlay this data on the safety corridors and emphasis areas (from Task 2.b) to further inform prioritized location development.



Task 2.d Safety Strategies and Improvement Projects

Based on the results of the crash analysis and risk- based location prioritization, Fehr & Peers will propose appropriate engineering, enforcement, and education safety countermeasures to address identified systemwide safety risks and top priority locations. Fehr & Peers assumes where engineering countermeasures are proposed, KPG Psomas will prepare planning-level designs and opinions of cost to support project implementation.

Wherever suitable, proven measures will be selected from Target Zero, Washington State's Strategic Highway Safety Plan, and Federal guidance; associated Crash Modification Factors (CMFs) will be documented. Countermeasures will be summarized in a technical memorandum and Excel spreadsheet containing the "main project list," including estimated safety benefits and planning-level cost opinions, where applicable. Fehr & Peers will identify the estimated safety benefits and assumes KPG Psomas will provide the planning-level cost opinions.

Task 2 Fehr & Peers Deliverables:

Citywide safety analysis GIS database

Draft and Final Existing Conditions Slide Deck summarizing findings from Task 2.a through 2.c

Map of the Safety Corridors, a list of the prioritized corridors, and a geodatabase of the data.

Draft and Final Technical Memorandum and Supporting Excel Spreadsheet from Task 2.d

Task 3 – Community Engagement and Collaboration

Fehr & Peers has set aside up to 30 hours to support engagement preparations. Fehr & Peers assumes that support may include providing content from technical work to inform the community engagement materials. Fehr & Peers' project manager will attend up to 2 engagement events in-person.

Fehr & Peers assumes KPG Psomas and/or AV Consulting will prepare the draft and final engagement materials, conduct all necessary coordination, and facilitation at the events, as well as providing relevant summaries of the community input obtained.

Task 3 Fehr & Peers Deliverables:



Up to 30 hours to support engagement preparations
Participation and attendance of up to 2 engagement events

Task 4 – Project Prioritization

For engineering countermeasures, KPG Psomas and Fehr & Peers will develop Benefit-Cost Ratios in accordance with FHWA guidance to inform a prioritized list of engineering projects that can be submitted for future Highway Safety Improvement Program (HSIP) and Safe Streets and Roads for All (SS4A) grant funding. In addition to developing Benefit-Cost Ratios for projects associated with the location profile or priority locations identified in Task 2, the project team will consider systemic projects as appropriate.

KPG Psomas will lead the development of cost estimates for each engineering project or systemic project bundles using local bid tabs and/or cost information from past Ellensburg projects and other communities in Central Washington. For non-engineering strategies that cannot be quantified with a Benefit-Cost Ratio, project prioritization will be informed by stakeholder feedback, time frame, and costs to implement.

Fehr & Peers will assist KPG Psomas by estimating the benefits of the high priority projects. Fehr & Peers will identify the prioritization for the non-engineering strategies. KPG Psomas and Fehr & Peers will jointly prepare a draft and final technical memorandum summarizing the findings.

Task 4 Fehr & Peers Deliverables:

Jointly prepare draft and final technical memorandum

Task 5 – Develop TSAP Document

Task 5.a Assess Leadership Commitments and Vision & Goals

Fehr & Peers will prepare the following materials to help inform the Vision and Goals for the TSAP:

- Summary of citywide collision data from most recent five years;
- Summary of community input related to safety from the City's ATP;
- Examples of safety Vision statements from other similar sized cities; and
- Up to three draft Vision statements for City staff and the Task Force to consider.



Fehr & Peers assumes the materials above would be used as content for one of the eight Task Force meetings noted above. Prior to that meeting, City staff would review and comment on the materials. Within that Task Force meeting, Fehr & Peers would assist KPG Psomas in facilitating conversation to gather input. Following that meeting, Fehr & Peers would provide an updated, final Vision statement and Goals that would ultimately be incorporated into the TSAP.

Task 5.b Assess Current Policies, Plans, Guidelines and Standards

In recent work on other vision zero/safety action plans, Fehr & Peers has developed a Safe System benchmarking assessment tool. The tool consolidates common policies and processes at a local level and then identifies how those can be enhanced to integrate the Safe System approach. It includes federal and state policies that have been either recently established and/or updated.

Fehr & Peers will apply the Safe System benchmarking tool to the City's existing policies, plans, guidelines, and/or standards related to transportation planning, funding, and design. As part of conducting the assessment, Fehr & Peers will meet with City staff to confirm our understanding of how such resources are applied and any common but less well documented practices. Fehr & Peers will provide a written draft version of the assessment as well as facilitate a meeting regarding the findings. After receiving input within the meeting as well as any written comments from City staff, Fehr & Peers will prepare the final assessment and related recommendations.

Task 5.c Determine Progress and Transparency Approach

Clear and agreed-upon goals and performance measures and targets will set the stage for successful implementation. Leveraging work prepared for similar communities, the Fehr & Peers will lead the task of establishing performance measures that align with the goals identified in Task 5.a. Fehr & Peers will prepare draft list of performance measures informed by feedback received from the safety analyses and community engagement. The performance measures for the TSAP will be finalized based on feedback from the Task Force and City staff.



Task 5.d Draft & Final TSAP Document

Fehr & Peers will work with KPG Psomas to develop a draft and final Transportation Safety Action Plan. Fehr & Peers will provide content relevant to the tasks and sub tasks where Fehr & Peers produced deliverables or findings.

Fehr & Peers assumes KPG Psomas will assemble and produce the draft and final Transportation Safety Action Plan document itself. Fehr & Peers will address comments on the draft Transportation Safety Action Plan for the content we contributed.

Task 5 Fehr & Peers Deliverables:

Draft and Final Vision and Goals

Draft and Final Benchmarking Assessment

Content for Draft and Final Transportation Safety Action Plan

N/A

No DBE Participation Required.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Please see Exhibit A, scope of work.

B. Roadway Design Files

Please see Exhibit A, scope of work.

C. Computer Aided Drafting Files

Please see Exhibit A, scope of work.

D. Specify the Agency's Right to Review Product with the Consultant

Please see Exhibit A, scope of work.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Please see Exhibit A, scope of work.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Please see Exhibit A, scope of work.

II. Any Other Electronic Files to Be Provided

Please see Exhibit A, scope of work.

III. Methods to Electronically Exchange Data

Please see Exhibit A, scope of work.

A. Agency Software Suite

Please see Exhibit A, scope of work.

B. Electronic Messaging System

Please see Exhibit A, scope of work.

C. File Transfers Format

Please see Exhibit A, scope of work.

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D, cost computation.

Agreement Number: 2023-068

EXHIBIT D
PRIME CONSULTANT COST COMPUTATIONS

Client: City of Ellensburg
Project Name: Transportation Safety Action Plan (TSAP)
KPG Psomas Inc. Project Number: 9ELL010100
Date: 6/18/2024

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Cost Computations by Task	
		Engineering Manager I	Senior Engineer I	Senior Transportation Planner	Senior CAD Technician	Business Manager	Senior Admin		
		\$76.00	\$67.00	\$68.00	\$49.00	\$61.00	\$48.00	Hours	Totals
Task 1 - Project Management									
	Project Setup	4				1	8	13	\$ 749.00
	Kickoff Meeting	4	1					5	\$ 371.00
	Monthly Invoices/Progress Reports (10)	10				10		20	\$ 1,370.00
	Schedule/Budget Monitoring, Forecasting	10						10	\$ 760.00
	Project Coordination Mtgs w/City	10						10	\$ 760.00
	Change Mgmt, Misc	4					2	6	\$ 400.00
	Task Total	42	1	0	0	11	10	64	\$ 4,410.00
Task 2 - Facilitate Project Task Force									
	Mtg Prep and Follow Up	18						18	\$ 1,368.00
	Mtg Facilitation	12						12	\$ 912.00
	Task Total	30	0	0	0	0	0	30	\$ 2,280.00
Task 3 - Safety Analysis									
	Exist System Eval	2						2	\$ 152.00
	Safety Corridor, Emphasis Areas	2		2				4	\$ 288.00
	Equity Analysis	2						2	\$ 152.00
	Safety Strategies, Improvement Projects	4		2				6	\$ 440.00
	Task Total	10	0	4	0	0	0	14	\$ 1,032.00
Task 4 - Planning Level Designs and Opinions of Cost									
	Planning-Level Designs	6	24		12			42	\$ 2,652.00
	Planning-Level Opinions of Cost	6	12					18	\$ 1,260.00
	Task Total	12	36	0	12	0	0	60	\$ 3,912.00
Task 5: Community Outreach & Engagement									
	Prelim. Engagement Strategy Mtgs	4						4	\$ 304.00
	Design Engagement Tools Mtgs + Review	6						6	\$ 456.00
	Attend In-Person Engagement Activities (3)	12						12	\$ 912.00
	Prelim. Engagment Findings Mtg + Review	8						8	\$ 608.00
	Post Report Back Debrief Mtg	2						2	\$ 152.00
	Addl Data Needs Mtg	4						4	\$ 304.00

EXHIBIT D

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Ellensburg
Project Name: Transportation Safety Action Plan (TSAP)
KPG Psomas Inc. Project Number: 9ELL010100
Date: 6/18/2024

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Cost Computations by Task	
		Engineering Manager I	Senior Engineer I	Senior Transportation Planner	Senior CAD Technician	Business Manager	Senior Admin		
		\$76.00	\$67.00	\$68.00	\$49.00	\$61.00	\$48.00	Hours	Totals
Task Total		36	0	0	0	0	0	36	\$ 2,736.00
Task 6 - Project Prioritization									
	Benefit-Cost Analysis	2						2	\$ 152.00
	Draft Tech Memo	8						8	\$ 608.00
	Final Tech Memo	2						2	\$ 152.00
Task Total		12	0	0	0	0	0	12	\$ 912.00
Task 7 - Develop TSAP Document									
	Draft TSAP	16						16	\$ 1,216.00
	Final TSAP	12						12	\$ 912.00
Task Total		28	0	0	0	0	0	28	\$ 2,128.00
Total Labor Hours and Fee		170	37	4	12	11	10	244	\$ 17,410.00
ICR Overhead @ 171.93% =									\$ 29,933.01
Fixed Fee @ 30% =									\$ 5,223.00
Total KPG Psomas (DL + OH + Fixed Fee) =									\$ 52,566.01
Subconsultants									
								AV Consulting	\$ 40,005.00
								Fehr & Peers	\$ 101,692.00
								Total Subconsultant Expense	\$ 141,697.00
Reimbursable Direct Non-Salary Costs									
								Mileage at current IRS rate	\$ 600.00
								Community Engagement Stipends	\$ 5,000.00
								Total Reimbursable Expense	\$ 5,600.00
								Management Reserve	\$ -
Total Estimated Budget									\$ 199,863.01

Exhibit D



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 17, 2023

Psomas, Inc. DBA KPG Psomas
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Nelson Davis:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 171.93% of direct labor based on the “Independent CPA Report,” prepared by KCoe Isom. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jul 17, 2023 09:41 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

E.1 - AV Consulting - \$40,005.00

E.2 - Fehrs & Peers - \$101,692.00

Agreement Number: 2023-068

Exhibit E.1

AV Consulting Proposed Budget				
	Lead	Engagement Support	Total Budget	Assumptions
Task 1 - Planning	\$240	\$225		
1.1 - Scoping Meetings (Project team/City staff)	\$960			Includes 2 (1 hour) meetings + planning
1.2 - Document Review	\$720	\$450		
1.3 - Task Force (TF) and Engagement (TA) Support Recruitment	\$1,200			Assessment and outreach
Total Task 1	\$2,880	\$450	\$3,330	
Task 2 - Engagement Design				
2.1 - Task Force / Engagement Content design	\$3,600	\$1,350		Includes material preparation for TF and TAs mtgs/engagement tools (flyers, surveys, etc.)
2.2 - Project Team Meetings	\$1,920	\$1,800		Includes 2 (1 hour) meetings with Prime and 2 meetings with City Team
Total Task 2	\$5,520	\$3,150	\$8,670	
Task 3 - Community Engagement				
3.1 - TF & TA Meetings	\$2,880	\$1,350		Includes 4 (1 hour) meetings with TF & TA (training/co-creation)
3.2 - Engagement Activities	\$7,200	\$2,250		Includes activity participation (5 data collection meetings) and support of TAs
3.3 - Engagement Data Summary	\$1,200	\$450		
Total Task 3	\$11,280	\$4,050	\$15,330	
Task 4 - Project Presentations & Engagement				
4.1 - Project Team Meetings	\$960	\$450		Includes 2 (1 hour) meetings
4.2 - Report Back Planning & TF/TA Onboarding	\$1,440	\$450		Includes 1 (1 hour) onboarding meeting (with TF & TAs)
4.3 - Report Back Session	\$1,440			Includes pre-meeting prep and post meeting debrief
Total Task 4	\$3,840	\$900	\$4,740	
Task 5 - Post Report Back				
5.1 - Project Team Meetings	\$960	\$450		Includes 2 (1 hour) meetings
5.2 - Additional engagement	\$2,400	\$1,125		Includes post report back engagement (survey)
Travel costs			\$3,000	Includes hotel, mileage and meals for 8 events
Total Task 5	\$3,360	\$1,575	\$7,935	
TOTAL BUDGET	\$26,880	\$10,125	\$40,005	

Ellensburg TSAP Fee Proposal

Exhibit E.2

4-Jun-24

	Fehr & Peers (SubConsultant)						Labor Hours	Direct Costs	Labor Overhead	Fee	Subtotal
	Project Manager Jessica Brackin	Principal-in-Charge Erin Ferguson	Safety Advisor Taylor Whitaker	Project Planner/Analyst	Graphics	Project Coordinator					
Tasks	\$55.53	\$103.13	\$55.53	\$41.51	\$54.21	\$43.36			181.39%	30%	
Task 1 - Establishment of Vision Zero/TSAP Task Force											
1.a Establish Task Force Roster	4	2	2				8	\$539	\$978	\$162	\$1,680
1.b Task Force Meetings	30	12	6	9	8		65	\$4,044	\$7,335	\$1,213	\$12,592
Task 1 Management	6	2				8	16	\$886	\$1,608	\$266	\$2,760
Travel Mileage Allowance								\$1,000			\$1,000
Task 2 - Safety Analysis											
2.a Existing Transportation System Safety Performance	16	4	12	48	8		88	\$4,394	\$7,970	\$1,318	\$13,681
2.b Systemic Approach and Priority Location Development	12	4	6	26	16		64	\$3,359	\$6,092	\$1,008	\$10,459
2.c Equity Analysis	8	2	12	16			38	\$1,981	\$3,593	\$594	\$6,169
2.d Safety Strategies and Improvement Projects	12	4	10	24			50	\$2,630	\$4,771	\$789	\$8,191
Task 2 Management	6	4				8	18	\$1,093	\$1,982	\$328	\$3,402
Task 3 - Community Engagement and Collaboration											
Support for Preparations of Engagement Materials and/or At Engagement Events	10				12		22	\$1,206	\$2,187	\$362	\$3,755
Event Attendance	16						16	\$888	\$1,612	\$267	\$2,767
Task 3 Management	4	2				2	8	\$515	\$934	\$155	\$1,604
Task 4 - Project Prioritization											
Project Prioritization	10	4	2	20			36	\$1,909	\$3,463	\$573	\$5,945
Task 4 Management	6	4				8	18	\$1,093	\$1,982	\$328	\$3,402
Task 5 - Action Plan Development											
5.a Assess Leadership Commitments and Vision & Goals	6	2	4	8			20	\$1,094	\$1,984	\$328	\$3,405
5.b Assess Current Policies, Plans, Guidelines and Standards	8	4	2	16			30	\$1,632	\$2,960	\$490	\$5,082
5.c Determine Progress and Transparency Approach	6	2	2	8			18	\$983	\$1,782	\$295	\$3,060
5.d Draft and Final TSAP Document	12	6	2	20	16		56	\$3,094	\$5,612	\$928	\$9,634
Task 5 Management	8	2				8	18	\$997	\$1,809	\$299	\$3,106
Total for all Tasks	180	60	60	195	60	34	589	\$33,336	\$58,655	\$9,701	\$101,692

Notes:
This fee proposal is valid for a period of 90 days from the proposal submittal date.
Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
Mileage is billed at the IRS rate plus 10% handling fee
Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Ellensburg
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 2023-068

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG Psomas Inc.
whose address is
23 South Wenatchee Avenue, Suite 223, Wenatchee, WA 98801
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Ellensburg
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

KPG Psomas Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

6/19/2024

Date

Agreement Number: 2023-068

Exhibit G-1(b) Certification of City of Ellensburg

I hereby certify that I am the:

- ☒ Certified Authority
- ☐ Other

of the City of Ellensburg, and KPG Psomas Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to ~~the Washington State Dept. of Transportation~~
~~and~~ the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPG Psomas Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

6/19/2024

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPG Psomas Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

6/19/2024
Date

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

G-4 IS ONLY
REQUIRED WHEN
PROJECT IS
OVER \$500,000

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 2023-068

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 2023-068

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



Meeting Date: July 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Award Bid Call No. 2024-16 Tree Trimming Contract Utility Electrical Distribution System to Basin Tree Service & Pest Control Inc.

Submitted by: Dan Davis, Engineering Tech

Department: Public Works & Utilities

Suggested Motion/Action:

Award Bid Call 2024-16 for Tree Trimming Contract Utility Electrical Distribution System to Basin Tree Service & Pest Control Inc, the lowest responsive and responsible bidder.

Background/Summary:

The Public Works and Utilities solicits bids for our annual tree trimming contract. This service provides clearance for the City's overhead electrical distribution system and is necessary to reduce power outages, for safety and reliability. The City sent the bid document to all contractors on the City's Small Works Roster for this type of work and also advertised and posted the bid on the City's website.

Staff received a total of (5) five bids. The bid from Allred Landworx LLC was deemed non-responsive due to the fact that the Bidder did not, at the time of bid submittal, have a certificate of contractor registration in compliance with Chapter 18.27 RCW. The bid from Wright Tree Service Inc was deemed non-responsive due to the fact that the bid submittal contained several "exceptions" to the bid documents. The other (3) three bids submitted included bids from Basin Tree Service & Pest Control Inc, Arbor Lawn Care & Pest Control Inc, and Uribe's Tree Service LLC. Basin Tree Service & Pest Control Inc was the lowest responsive and responsible bidder.

Staff recommends that City Council award the contract for Bid Call 2024-16 for Tree Trimming Contract Utility Electrical Distribution System to the lowest responsive and responsible bidder, Basin Tree Service & Pest Control Inc, for a total of 480 hours at a unit cost of \$507.47 per crew/equipment hour or not to exceed \$243,585.60, including Minor Change of \$22,000 for a total contract not to exceed \$265,585.60.

Previous Council Action:

Award of previous Tree Trimming bids:

Bid 2023-15 awarded 11/6/23;
Bid 2022-15 awarded 9/6/22;
Bid 2021-10 awarded 9/16/21;
Bid 2020-21 awarded 8/17/20;
Bid 2019-22 awarded 8/19/19.

Analysis:

The quoted price received is for hourly rates and includes a 3-person crew, lift truck, chipper and dump truck. The bid included (2) two bid schedules. Schedule A includes a total of 60 hours, starting on July 15, 2024, and provides 10 working days. Schedule B includes a total of 420 hours, starting on September 23, 2024, and provides 69 working days. The total bid amount shown is based on the contracted scope of work, which is estimated at a combined 480 hours of tree trimming, and includes \$22,000 for Minor Changes.

The City received a total of (5) five bids this year. The bid from Allred Landworx LLC and Wright Tree Service Inc were deemed non-responsive. The responsive and responsible bidders are listed as show:

• Basin Tree Service & Pest Control Inc	\$265,585.60
• Arbor Lawn Care & Pest Control Inc	\$321,520.00
• Uribe's Tree Service LLC	\$341,200.00

The engineer's estimate for this year is \$216,827.20. The bid submitted by Basin Tree Service & Pest Control Inc is approximately 23% more than the engineer's estimate.

The electrical system tree trimming is critical and needs to be completed within the combined total of 79 working days, as identified in the bid documents, to maintain the safety and reliability of the City's overhead electrical distribution system. This work also needs to be completed before the winter. Therefore, staff recommends City Council award bid 2024-16 for Tree Trimming Contract Utility Electrical Distribution System to Basin Tree Service & Pest Control Inc.

Financial Impact:

Funding for the proposed tree trimming is included in the adopted Electric Utility Fund budget.

Budget Adjustment: No

Attachments:

None

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.

Jerica Pascoe

Digitally signed by Jerica Pascoe
Date: 2024.06.24 10:59:49 -07'00'

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 **1ST DAY OF JULY 2024**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	166422	TO	166545	\$	1,317,518.78
EFT #'s	6904	TO	6921	\$	1,232,617.99
*EFT #6903 WAS SKIPPED					
Treasure Cash				Total Amounts	
EFT #'S	583	TO	609	\$	353,000.53
Payroll Fund				Total Amounts	
Check #'s	96242	TO	96248	\$	7,778.44
Direct Deposits	80020	TO	80288	\$	527,656.80

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: July 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Board and Commission Appointments
Submitted by: Cynthia LaChappelle-Mathis, Executive Assistant
Department: City Manager

Suggested Motion/Action:
Approve the appointment of M. Eliatamby-O'Brien to the DEI Commission as recommended by the subcommittee. Approve the reappointment of Geraldine O'Mahony to the Planning Commission as recommended by the subcommittee.

Background/Summary:

Previous Council Action:

Analysis:

Financial Impact:

Budget Adjustment: No

- Attachments:**
- 1. B and C Agenda Report Chart 7-1-2024
 - 2. Recommendation of Appointment M. Eliatamby-O'Brien
 - 3. M. Eliatamby-OBrien Application_Redacted
 - 4. G_Mahony_Recommendation
 - 5. G O'Mahony Application

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	LEOFF Board	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Utility Advisory Committee
MEMBERS	7	7	3	9	7	7	7	5	7	7	7	7	7	7
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	Y	N	Y	Y	N	Y
Current Members within City Limits	6	5	3	7	4	6	7	2	6	3	4	5	5	5
Current Members Outside City Limits	1	2	0	0	3	0	0	2	1	4	0	0	0	1
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	0	2	0	2 1-EHS	3	1	1	0	3	2	2	1 (Tele)
APPLICANTS														
M. Eliatamby-O'Brien				1st										
Geraldine O'Mahony												Re appt		



To: City Council
From: Diversity, Equity & Inclusion Commission
Date: June 25, 2024
Re: Recommendation of Appointment

M. Eliatamby-O'Brien submitted an application for appointment to the Diversity, Equity & Inclusion Commission on May 30, 2024. M. Eliatamby-O'Brien attended the June 11, 2024 Diversity, Equity & Inclusion Commission meeting.

The Diversity, Equity & Inclusion Commission subcommittee consisting of Nancy Goodloe, Tylene Carnell, and Kandee Cleary conducted the interview on June 25, 2024.

Based on the interview, the subcommittee is recommending that the City Council appoint M. Eliatamby-O'Brien to a three-year term with the Diversity, Equity & Inclusion Commission. The commission currently has two vacancies and is continuing to interview for the second open position.

Print

Application for Appointment - Submission #9286

Date Submitted: 5/30/2024

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions*

Diversity, Equity, and Inclusion

Have you attended a meeting for the board or commission you are applying to?*

No

Name of Applicant:*

M. Eliatamby-O'Brien

Address*

Mailing Address (If Different)

City*

Ellensburg

State*

WA

Zip*

98926

Email Address*

Phone Number*

Length of Residency in Kittitas County*

7 years

Do you live within the city limits?*

☒ Yes

☐ No

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

☐ Yes☐ No

Occupation Status and Background:*

I'm an Associate Professor at CWU in the English Department and direct the Women's, Gender, and Sexuality Studies Program. I started at CWU in 2017 and served as a Faculty Fellow in the Office of Diversity, Equity, and Inclusion for three years. I conduct and facilitate anti-racist training and workshops; develop events and educational opportunities focused on the intersections of LGBTQ+ and Black, Asian, Latinx, and Indigenous communities and individuals; and strive to create more significantly connections between minoritized groups on campus and in our wider community. I also co-lead CWU's Qu*er and Trans Council. I moved here from Vancouver, BC, and have worked hard to make meaningful connection throughout our community and greater area, and to foster inclusion and relationship building whenever possible, with particular attention to racial inclusion and equity, as well as the experiences of qu*er and trans individuals.

Organization Affiliations:*

TransRural Lives (a project focused on the experiences of Transgender older adults in the Pacific Northwest). We collaborate closely with Helen House to provide intergenerational LGBTQ+/SOGIE community events and educational opportunities.
Gallery One Visual Arts Center: I'm a Board Member. I serve on the Gallery's Development and Board Cultivation committees and focus on equity and inclusion, as well as supporting and fostering more inclusive events within the Gallery's welcoming space.

Why are you seeking appointment?*

I hope that my areas of experience complement those already present within the committee, and I seek to learn from the committee's work ways to make Ellensburg more habitable and welcoming for all, even beyond my areas of knowledge and experience. Service and ongoing education, as well as learning more about areas of growth and needed improvement, is crucial to helping develop our community into one welcoming of all folks and especially those who experience exclusion or discrimination because of their identities or experiences. Working with the DEI commission would help me support this effort and also create deeper connections between the areas I already support and those more underserved, and I'd hope to learn from community members and fellow commissioner how to best achieve progress for those most minoritized in Ellensburg, as well as all community members who seek and strive for equity. While I've seen and experienced tremendous progress since my time in Ellensburg, as a trans, qu*er, brown (Tamil Sri Lankan) person with chronic health issues and a family that experiences discrimination and a lack of safety in parts of our community, I have implicit awareness of areas of needed improvement as well as strategies for growth. Given that this application itself deemed my sexual identity to be an "inappropriate" word, I believe there are still basic barriers to inclusion this committee can seek to remediate, and I would be glad to be a part of that work.

Will you be able to attend meetings regularly if appointed?*

☒ Yes☐ No

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions

-- Select One --

▼

Boards & Commissions

-- Select One --

▼



TO: City Council
FROM: Planning Commission
DATE: July 1, 2024 – Council Meeting Date

RE: Recommendation of Appointment

Geraldine O'Mahony applied for appointment to the Planning Commission on May 30, 2024. Geraldine has been serving on the Ellensburg Planning Commission since 2020 and her term expired on May 31 of 2024.

The Planning Commission interview subcommittee consisting of Councilmember David Miller, Commissioner Ed Harrell, and Jeremy Johnston, staff, conducted the interview on June 26, 2024.

The Planning Commission currently has two vacancies. Based on the interview and application materials, Geraldine clearly qualifies for the commission. Geraldine is familiar with the processes and structure of the Planning Commission and has expressed a desire to continue assisting the City of Ellensburg in this role. The interview subcommittee is recommending that City Council re-appoint Geraldine O'Mahony to one of the vacant Planning Commission positions.

From: noreply@civicplus.com
To:
Subject: [Ext] Online Form Submittal: Application for Reappointment
Date: Thursday, May 30, 2024 3:57:20 PM

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Reappointment

Application for Reappointment

For volunteering to serve on a Board or Commission

Name of Board or Commission Planning Commission

Current Term Expires May 31 of current year

First Name of Member Geraldine

Last Name of Member O'Mahony

Address 1

Address 2 *Field not completed.*

City Ellensburg

State WA

Zip 98926

Phone Number

Email Address

I am requesting to be considered for reappointment for another ____ year term. 3

Why are you seeking reappointment?

I am writing to express my strong interest in being reappointed to the Planning Commission. Serving on this commission has been an immensely rewarding experience, and I am eager to continue contributing to the thoughtful and sustainable development of our

community.

Over the past term, I have had the privilege of working with a diverse group of dedicated individuals to address the various challenges and opportunities our city faces. I am proud of the progress we have made in areas such as urban planning, infrastructure development, and environmental sustainability. My commitment to these causes has only grown stronger, and I am enthusiastic about the possibility of continuing this important work.

One of the primary reasons I seek reappointment is my deep-rooted passion for community development and urban planning. I believe that a well-planned city not only enhances the quality of life for its residents but also attracts businesses, promotes economic growth, and ensures a sustainable future. Through my experience on the commission, I have developed a comprehensive understanding of the complexities involved in city planning and have built strong relationships with stakeholders, which positions me well to contribute effectively in a subsequent term.

Type your name as
your electronic
signature

Geraldine O'Mahony

Date

5/30/2024

Email not displaying correctly? [View it in your browser.](#)



Meeting Date: July 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4943 (First Reading) Amending the 2023-2024 Biennial Budget (Public Comment Opportunity)
Submitted by: Gloria Lanphere, Accountant III - Budget Officer
Department: Finance

Suggested Motion/Action:
Move to conduct first reading of Ordinance 4943

Background/Summary:
The proposed ordinance makes amendments to the 2023-2024 Biennial Budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action, along with other modifications to the Biennial Budget as proposed by the City Manager.

Previous Council Action:
Council adopted the 2023-2024 Biennial Budget via Ordinance 4900 on December 5, 2022 appropriating funds and providing expenditure authority for the two-year period beginning January 1, 2023. Council subsequently amended the 2023-2024 Biennial Budget on September 5, 2023 via Ordinance 4923, and again amended the budget on December 18, 2023 via Ordinance 4934. In 2024, Council held a public hearing and conducted first and second reading of Ordinance 4940 which was adopted on April 15, 2024. Council regularly reviews and approves additional budget adjustments as part of its ongoing review and approval of contracts and purchases.

Analysis:
Since the prior supplemental budget was adopted, items have been approved by City Council that require a supplemental budget adjustment in order to be implemented. The anticipated budget impacts are presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes. Additional budget adjustments were identified as a result of a review of anticipated expenditures, expenditure trends and current expenditure authority. These items provide necessary budget to maintain the programs and projects previously adopted by City Council, comply with external regulations, and update originally budgeted amounts to current forecast. The budget amendments in the proposed ordinance include updated revenue forecasts and beginning fund balances as needed, and maintain anticipated 2024 ending fund balances within required fund balance thresholds.

Items that have previously come before Council include the request for Affordable Housing expenditure of \$1,210,272 and the Connecting Housing to Infrastructure (CHIP) II grant

revenue of \$1 million. This request adds revenue and expenditure to the CHIP II grant received as a pass through for the Habitat Stuart Meadows property, enacts administrative costs approved by Council on May 18, 2018 in the Affordable Housing Revenue Allocation Framework, and also allocates \$60,000 to the Catherine Property site for improvement costs.

Other items include a carry forward of the Grant Agreement for Ellensburg Fiber Extension to the City Hayward Hill and Route 10 wells and Fixed Wireless Broadband approved by Council on November 7, 2022. This item increases 2024 expenditure by \$536,709 with matching revenue received from federal, state, and county grants.

Additionally, the Finance Department is requesting an upgrade of the payroll/benefits technician to a payroll/benefits specialist and to increase FTE from .5 to a maximum of .75 position. The increased workload in payroll is due to many factors, one of which is additional training and administrative duties being provided to KITTCOM. Future charges to KITTCOM will be evaluated and amended to account for their portion of these increased expenditures by the City.

The Public Works Department is requesting a .25 FTE Wastewater - temporary student laborer. Several interns and temporary staff were authorized with the 2023-2024 Biennial Budget. Approval of the temporary student laborer wage scales are covered by the Teamsters Local union No. 760 bargaining agreement.

Also, there is a correction of an error that is being implemented in this supplement. A temporary full-time position was erroneously classified under the IT fund- 550 in Ordinance 4940 adopted April 15, 2024; and needs to be moved to the GIS fund- 555.

Financial Impact:

The proposed ordinance amends the Biennial Budget increasing budgeted 2024 expenditures by \$1,821,945, revenues by \$1,587,661, and increases beginning fund balances by \$292,264. The effect of these amendments on the budgeted 2024 ending fund balance is an increase of \$57,980.

Budget Adjustment: No

Attachments:

1. Table 1- 2024 Supplemental Budget items by Fund (First Reading)
2. Table 2- 2024 Summary of Budget Adjustments
3. Ordinance 4943 - 2023-2024 Supplemental Budget
4. Exhibits A & B 2023-2024 All Funds as Amended

Table 1 - 2023-2024 Supplemental Budget Items by Fund (First Reading)--2nd 2024 Supplemental

Fund / Item	2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
General Fund				
Administration				
Beginning Fund Balance Adjustment	495,843			495,843
General Facilities Interfund Reconcile- SBYC			3,300	(3,300)
Interfund Reconciling- Engineering		15,818		15,818
Interfund Reconciling- IT Support			18,463	(18,463)
Interfund Reconciling- Shop Facilities			1,333	(1,333)
Remove budget authority- ERRC		(40,683)	(175,258)	134,575
SBYC reconciling item-inverted entry			6,750	(6,750)
Upgrade Payroll/Benefits Tech position			43,597	(43,597)
General Fund Total	495,843	(24,865)	(101,815)	572,793
Special Revenue				
Street				
Interfund Reconciling- IT Support			8,221	(8,221)
Interfund Reconciling- Shop Facilities			1,425	(1,425)
Street Total			9,646	(9,646)
Traffic Impact				
Interfund Reconciling- Engineering			24,751	(24,751)
Traffic Impact Total			24,751	(24,751)
Public Transit				
Interfund Reconciling- Administrative			(409)	409
Interfund Reconciling- IT Support			5,245	(5,245)
Public Transit Total			4,836	(4,836)
CATV Operations				
Interfund Reconciling- IT Support			1,053	(1,053)
CATV Operations Total			1,053	(1,053)
Lodging Tax				
Beginning Fund Balance Adjustment	(3,071)			(3,071)
Lodging Tax Total	(3,071)			(3,071)
Housing & Related				
Capital expenditure for Catherine Property			60,000	(60,000)
CHIP II - Stuart Meadows		1,000,000	1,150,272	(150,272)
Housing & Related Total		1,000,000	1,210,272	(210,272)
Special Revenue Total	(3,071)	1,000,000	1,250,558	(253,629)
Enterprise Funds				
Stormwater				
Interfund Reconciling- Administrative			(4,486)	4,486
Beginning Fund Balance Adjustment-Assigned	(267,149)			(267,149)
Interfund Reconciling- IT Support			4,105	(4,105)
Bond Amortization Schedule Update			(12,716)	12,716
Beginning Fund Balance Adjustment-Restricted	(171,506)			(171,506)
Interfund Reconciling- Shop Facilities			183	(183)
Stormwater Total	(438,655)		(12,914)	(425,741)
Telecom				
Interfund Reconciling- Administrative			(308)	308
Interfund Reconciling- IT Support			7,131	(7,131)
Install Fiber to the City's Well sites		536,709	536,709	-
Bond Amortization Schedule Update			190	(190)
Telecom Total		536,709	543,722	(7,013)
Gas				
Interfund Reconciling- Administrative			(8,995)	8,995
Beginning Fund Balance Adjustment	34,789			34,789
Interfund Reconciling- IT Support			29,102	(29,102)
Bond Amortization Schedule Update			343	(343)

Table 1 - 2023-2024 Supplemental Budget Items by Fund (First Reading)--2nd 2024 Supplemental

Fund / Item	2024			Impact to Ending Fund Balance
	Beg. Fund Balance	Revenues	Expenditures	
Interfund Reconciling- Shop Facilities			1,105	(1,105)
Gas Total	34,789		21,555	13,234
Light				
Interfund Reconciling- Administrative			(20,431)	20,431
Beginning Fund Balance Adjustment	75,559			75,559
Interfund Reconciling- IT Support			(19,391)	19,391
Interfund Reconciling- Shop Facilities			3,167	(3,167)
Light Total	75,559		(36,655)	112,214
Water				
Interfund Reconciling- Administrative			(12,645)	12,645
Beginning Fund Balance Adjustment	33,750			33,750
GIS Reconciling Internal Transfer			3,000	(3,000)
Interfund Reconciling- IT Support			20,950	(20,950)
Bond Amortization Schedule Update			(26,058)	26,058
Interfund Reconciling- Shop Facilities			841	(841)
Water Total	33,750		(13,912)	47,662
Sewer				
Interfund Reconciling- Administrative			(8,401)	8,401
Beginning Fund Balance Adjustment	22,289			22,289
Interfund Reconciling- IT Support			17,119	(17,119)
Bond Amortization Schedule Update			(16,761)	16,761
Interfund Reconciling- Shop Facilities			390	(390)
Sewer Total	22,289		(7,653)	29,942
Enterprise Funds Total	(272,268)	536,709	494,143	(229,702)
Internal Service				
Shop				
Interfund Reconciling- IT Support			8,610	(8,610)
Warehouse Reconciling Internal Transfer		1,399		1,399
Shop Total		1,399	8,610	(7,211)
General Facilities				
General Facilities "535" need to increase exp to reflect '23 actuals			2,000	(2,000)
Increase Pool R&M budgeted expenditure			19,000	(19,000)
Increase Pool Rental & Lease expenditure	-		2,500	(2,500)
General Facilities Interfund Reconcile		111,800	111,800	-
Reconcile expenditure to actuals			56,868	(56,868)
Remove budget authority- ERRC		(37,382)	(26,500)	(10,882)
General Facilities Total	-	74,418	165,668	(91,250)
Health and Benefits				
Beginning Fund Balance Adjustment	71,760			71,760
Health and Benefits Total	71,760			71,760
GIS				
Interfund Reconciling-IT Support			4,781	(4,781)
Reallocate IT Budget to GIS for Student Intern			17,368	(17,368)
GIS Total			22,149	(22,149)
IT				
Reallocate IT Budget to GIS for Student Intern			(17,368)	17,368
IT Total			(17,368)	17,368
Internal Service Total	71,760	75,817	179,059	(31,482)
Grand Total	292,264	1,587,661	1,821,945	57,980

Table 2				
City of Ellensburg				
2024 Summary of Budget Adjustments				
Fund/Department	Budgeted Beg Fund Balance	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Balance
Total General Fund	495,843	(24,865)	(101,815)	572,793
Budgeted General Sub-Funds				
Art Acquisitions	0	0	0	0
Economic Development	0	0	0	0
Fire Relief & Pension Trust	0		0	0
Hal Holmes Trust	0			0
Library Trust	0			0
Sales Tax	0			0
SLFRF Grants	-	0	0	-
Total Budgeted General Sub-Funds	-	0	0	-
Special Revenue Funds:				
Affordable Housing	-	1,000,000	1,210,272	(210,272)
Arterial Street	-	-	-	-
CATV Capital	-			-
CATV Ops. and & Maint.	-		1,053	(1,053)
Criminal Justice	-	-	-	-
Drug	-			-
Ellensburg Public Transit	-	-	4,836	(4,836)
Lodging Tax	(3,071)		-	(3,071)
Park Acquisitions	-	-	-	-
Street	-	-	9,646	(9,646)
Traffic Impact Fee	-		24,751	(24,751)
Total Special Revenue Funds	(3,071)	1,000,000	1,250,558	(253,629)
Debt Service Funds				
Capital Imprv. Debt	-		-	-
2010 Maintenance Bond	-		-	-
Library Bond Debt	-			-
LID Guarantee Fund	-			-
Total Debt Service Funds	-	-	-	-
Capital Project Funds				
Capital Imprv. Bond Projects	0			0
Field House	0	0	0	0
Recreation Facilities	0	0	0	0
Sidewalk Improvements	0	0	0	0
GF Cap Projects	0	0	0	0
Total Capital Project Funds	0	0	0	0
Enterprise Funds				
Gas	34,789	-	21,555	13,234
Light	75,559		(36,655)	112,214
Sewer	22,289	-	(7,653)	29,942
Stormwater	(438,655)	-	(12,914)	(425,741)
Stormwater Bond	-		-	-
Telecommunications		536,709	543,722	(7,013)
Water	33,750	-	(13,912)	47,662
Water Construction	-		-	-
Total Enterprise Funds	(272,268)	536,709	494,143	(229,702)
Internal Service Funds				
General Facilities	-	74,418	165,668	(91,250)
GIS Fund	-	-	22,149	(22,149)
Health Insurance	71,760	-	-	71,760
IT Fund	-	-	(17,368)	17,368
Risk Management	-	-	-	-
Shop & Equipment	-	1,399	8,610	(7,211)
Total Internal Service Funds	71,760	75,817	179,059	(31,482)
Grand Total	292,264	1,587,661	1,821,945	57,980

ORDINANCE NO. 4943

AN ORDINANCE AMENDING THE 2023-2024 BIENNIAL BUDGET OF THE CITY OF ELLENSBURG AS SET FORTH IN ORDINANCE NO. 4900 AND PREVIOUSLY AMENDED AS SET FORTH IN ORDINANCE NO. 4923, ORDINANCE NO. 4934, AND ORDINANCE NO. 4940, TO ADJUST APPROPRIATIONS IN THE CITY'S FUNDS.

WHEREAS, the City Council approved Ordinance No. 4900, which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved Ordinance No 4923, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved ordinance No. 4934, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved ordinance No. 4940, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, the City Manager has identified the need to make certain revisions to the 2023-2024 biennial budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made;

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

Section 1. **2023-2024 Supplemental Budget.** The 2023-2024 biennial budget for the City of Ellensburg for the period January 1, 2023 through December 31, 2024, as authorized in Ordinance 4900 and previously amended in Ordinance 4923, Ordinance 4934, and Ordinance No. 4940, is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2023-2024 biennium.

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

Section 3. **Corrections.** Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. **Effective Date.** This ordinance, being an exercise of power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at regular meeting of the City Council on this 15th day of July, 2024.

Mayor

Attest:

City Clerk

Approved as to form:

CITY ATTORNEY

PUBLISH:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4943 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4943 was published as required by law.

Beth Leader, City Clerk

Ordinance 4943- Exhibit A (Supplemental Budget Ordinance)					
City of Ellensburg					
2023 Budget Table - All Funds as Amended					
Fund/Department	Budgeted Beg Fund Balance	2023 Revenues	2023 Expenditures	Budgeted Ending Fund Balance	
Total General Fund	4,297,317	19,231,320	21,010,010	2,518,627	
Budgeted General Sub-Funds					
Economic Development	654,662	0	49,000	605,662	
Sales Tax	4,680,768	6,296,280	7,737,767	3,239,281	
Art Acquisitions	47,181	51,000	64,544	33,637	
COVID-19 Grants	5,024,069	0	2,543,740	2,480,329	
Library Trust	324,103	4,900	8,800	320,203	
Hal Holmes Trust	153,128	10,500	10,000	153,628	
Fire Relief & Pension Trust	707,337	199,737	191,909	715,165	
Total Budgeted General Sub-Funds	11,591,248	6,562,417	10,605,760	7,547,905	
Special Revenue Funds:					
Street	1,782,075	2,597,582	3,266,095	1,113,562	
Arterial Street	592,375	8,223,111	7,075,286	1,740,200	
Traffic Impact Fee	285,837	379,387	298,870	366,354	
Ellensburg Public Transit	3,511,760	3,340,585	2,694,984	4,157,361	
Criminal Justice	2,788,774	1,532,560	2,252,446	2,068,888	
Drug	29,403	3,100	22,385	10,118	
CATV Ops. and & Maint.	117,221	101,998	115,470	103,749	
CATV Capital	0	65,000	65,000	0	
Park Acquisitions	557,641	122,661	533,000	147,302	
Lodging Tax	911,672	690,000	357,313	1,244,359	
Affordable Housing	2,448,165	1,187,160	1,877,500	1,757,825	
Total Special Revenue Funds	13,024,923	18,243,144	18,558,349	12,709,718	
Debt Service Funds					
Capital Imprv. Debt	362,381	562,327	563,326	361,382	
2010 Maintenance Bond	87,215	187,003	188,003	86,215	
Library Bond Debt	82,018	1,799	83,817	0	
LID Guarantee Fund	140,785	0	0	140,785	
Total Debt Service Funds	672,399	751,129	835,146	588,382	
Capital Project Funds					
Field House	0	4,741,556	1,122,300	3,619,256	
Capital Imprv. Bond Projects	520,273	0	176,436	343,837	
Sidewalk Improvements	1,096,838	448,000	999,268	545,570	
Recreation Facilities	0	380,000	0	380,000	
Total Capital Project Funds	1,617,111	5,569,556	2,298,004	4,888,663	
Enterprise Funds					
Stormwater	1,087,297	2,074,943	1,943,114	1,219,126	
Stormwater Bond	1,165,638	0	1,165,638	0	
Telecommunications	346,794	1,114,150	1,161,630	299,314	
Gas	3,411,575	10,966,047	11,346,551	3,031,071	
Light	13,522,336	21,852,960	26,131,009	9,244,287	
Water	6,312,186	6,530,244	7,413,265	5,429,165	
Water Construction	3,254,792	0	1,972,000	1,282,792	
Sewer	7,555,399	8,330,355	8,612,175	7,273,579	
Total Enterprise Funds	36,656,017	50,868,699	59,745,382	27,779,334	
Internal Service Funds					
Shop & Equipment	8,959,502	2,707,688	2,629,433	9,037,757	
General Facilities	0	630,424	596,822	33,602	
Health Insurance	1,242,634	2,651,648	3,066,253	828,029	
Risk Management	1,451,037	688,102	973,193	1,165,946	
IT Fund	1,965,571	1,981,828	3,263,442	683,957	
GIS Fund	314,822	519,467	556,433	277,856	
Total Internal Service Funds	13,933,566	9,179,157	11,085,576	12,027,147	
Grand Total	\$81,792,581	\$110,405,422	\$124,138,227	68,059,776	

Ordinance 4943 - Exhibit B (Supplemental Budget Ordinance)				
City of Ellensburg				
2024 Budget Table - All Funds as Amended				
	Budgeted	2024	2024	Budgeted
Fund/Department	Beg Fund Balance	Revenues	Expenditures	Ending Fund Balance
Total General Fund	5,194,729	20,418,494	21,678,447	3,934,776
Budgeted General Sub-Funds				
Art Acquisitions	56,853	61,000	69,000	48,853
Economic Development	640,412	0	0	640,412
Fire Relief & Pension Trust	805,323	190,737	255,986	740,074
Hal Holmes Trust	174,693	10,500	10,000	175,193
Library Trust	337,106	7,500	8,800	335,806
Sales Tax	3,224,008	6,515,811	8,770,693	969,126
SLFRF Grants	4,838,185	0	4,838,185	0
Total Budgeted General Sub-Funds	10,076,580	6,785,548	13,952,664	2,909,464
Special Revenue Funds:				
Affordable Housing	2,412,282	1,870,406	1,892,772	2,389,916
Arterial Street	827,102	5,390,276	5,370,547	846,831
CATV Capital	66,951	0	0	66,951
CATV Ops. and & Maint.	109,136	100,198	111,582	97,752
Criminal Justice	2,819,826	1,556,822	2,262,175	2,114,473
Drug	28,425	3,100	5,000	26,525
Ellensburg Public Transit	3,868,733	4,248,756	2,500,777	5,616,712
Lodging Tax	1,317,098	687,000	366,066	1,638,032
Park Acquisitions	253,108	102,261	0	355,369
Street	1,921,139	3,017,122	3,787,977	1,150,284
Traffic Impact Fee	452,962	372,387	657,385	167,964
Total Special Revenue Funds	14,076,762	17,348,328	16,954,281	14,470,809
Debt Service Funds				
Capital Imprv. Debt	362,380	562,327	563,326	361,381
2010 Maintenance Bond	87,815	187,003	188,003	86,815
Library Bond Debt	0	0	0	0
LID Guarantee Fund	147,508	0	0	147,508
Total Debt Service Funds	597,703	749,330	751,329	595,704
Capital Project Funds				
Capital Imprv. Bond Projects	404,141	0	0	404,141
Field House	4,877,900	0	0	4,877,900
Recreation Facilities	389,182	380,000	760,000	9,182
Sidewalk Improvements	555,127	422,053	586,000	391,180
GF Cap Projects	116,203	0	0	116,203
Total Capital Project Funds	6,342,553	802,053	1,346,000	5,798,606
Enterprise Funds				
Gas	3,088,427	12,881,248	13,310,122	2,659,553
Light	14,792,028	21,752,965	26,523,861	10,021,132
Sewer	8,097,974	8,916,520	12,308,177	4,706,317
Stormwater	836,377	3,768,287	3,644,927	959,737
Stormwater Bond	79,130	0	0	79,130
Telecommunications	431,946	947,033	916,135	462,844
Water	7,447,501	6,555,464	8,152,841	5,850,124
Water Construction	1,883,660	0	1,883,588	72
Total Enterprise Funds	36,657,043	54,821,517	66,739,651	24,738,909
Internal Service Funds				
General Facilities	34,051	709,627	723,385	20,293
GIS Fund	435,666	309,244	490,993	253,917
Health Insurance	1,300,791	3,047,821	2,703,393	1,645,219
IT Fund	2,108,472	2,987,109	3,846,667	1,248,914
Risk Management	1,736,766	688,102	1,240,711	1,184,157
Shop & Equipment	9,873,720	2,813,651	3,158,298	9,529,073
Total Internal Service Funds	15,489,466	10,555,554	12,163,447	13,881,573
Grand Total	\$88,434,836	\$111,480,824	\$133,585,819	\$66,329,841



Meeting Date: July 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-19 Amending Small Works Roster Policies
(Public Comment Opportunity)
Submitted by: Keith Bassett, Assistant Finance Director
Department: Finance

Suggested Motion/Action:

Move to adopt Resolution 2024-19 establishing a small works roster process and repeals Resolution No. 2019-24.

Background/Summary:

The City manages procurement within the requirements of city policy, state law, and grant-specific requirements, as applicable. Purchase of "public works" services generally involves contracted construction, improvement, maintenance, or repair of facilities or infrastructure. These purchases are subject to extensive state requirements in Chapter 39.04 RCW, with specific requirements, and exceptions to those requirements, depending on the estimated project cost.

Public Works projects over state-established "bid limits" must follow a prescribed open and competitive process unless an exception has been established. However, projects with an estimated cost of \$350,000 or less, excluding state sales tax, may use an alternative "Uniform small works roster" process. City staff have found the small works roster process is advantageous for certain public works procurements that do not benefit from a full open and competitive process.

Effective until June 30, 2024, state law authorized a "limited public works process," which authorized an even more simplified public works procurement process for the lowest-cost public works purchases.

Previous Council Action:

Council last adopted a Small Works Roster policy via Resolution No. 2019-24.

Analysis:

The Washington State Legislature in Chapter 395, Laws of 2023 amended Chapter 39.04 RCW and other laws providing uniform small works roster provisions effective July 1, 2024. The City Council is required by RCW 39.04.151(4) to adopt a resolution or ordinance implementing the small works roster contract rules and procedures. The current resolution reflects statutory provisions repealed effective June 30, 2024. The resolution as drafted implements the revised small works roster requirements and directs the Finance Director to establish and maintain small works policies and procedures as part of the City Procurement Policies. The Finance Director has existing authority, via Resolution 2019-08, to revise,

amend and update the City Procurement Policies as needed to maintain compliance with applicable state and federal requirements. Adopting the resolution as drafted will allow for flexibility to update and maintain small works policies and procedures administratively, in conjunction with the other elements of the City Procurement Policy.

Key changes to state procurement laws impacting the City's small works roster practices effective July 1, 2024, include repeal of a "limited public works" authority, creation of a "direct contract" authority, and adjustment of bid limits for most public works projects from \$116,155 to \$150,000.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Resolution 2024-19 Small Works Policies

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, on the subject of establishing a small works policy to award public works contracts and repealing Resolution No. 2019-24.

WHEREAS, the Washington State Legislature in Chapter 395, Laws of 2023 amended Chapter 39.04 RCW and other laws providing uniform small works roster provisions; and

WHEREAS, the Washington State Legislature from time to time amends the laws regarding public contracting and indebtedness by municipalities; and

WHEREAS, effective July 1, 2024 the City Council is required by the Revised Code of Washington 39.04.151(4) to adopt a resolution or ordinance implementing the small works roster contract rules and procedures; and

WHEREAS, resolution 2019-24 implementing the small works roster contract rules and procedures substantially reflects state requirements repealed effective July 1, 2024; and

WHEREAS, resolution 2019-08 authorizes the Finance Director to revise, amend and updated the City Procurement Policies as needed to maintain compliance with state and federal requirements;

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

Section 1. This Resolution supersedes and replaces City Council Resolution No. 2019-24, which is hereby repealed.

Section 2. The following small works roster procedures are established for use by the City of Ellensburg pursuant to RCW 35.23.352 via 35A.40.210, and Ch.39.04 RCW.

- A. Small Works policies and procedures may be used for awarding contracts for work with an estimated cost as authorized by RCW 39.04.152, as it may be amended from time to time in the future.
- B. The Finance Director is authorized to establish and maintain the City's Small Works policies and procedures, as appropriate and as authorized by RCW 39.04, as it may be amended from time to time in the future, as part of the City Procurement Policies.

ADOPTED by the City Council of the City of Ellensburg this 1st day of July, 2024.

Mayor

ATTEST: _____
City Clerk



MANAGER'S REPORT

DATE: July 1, 2024

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. 2024-2029 Transit Development Plan and 2023 Annual Report

Staff would like to advise Council that a public hearing has been set for July 15, 2024, to adopt a resolution amending the City's Six-Year Transit Development Plan for 2024-2029 and accept the 2023 Annual Report. Per law, defined in RCW 35.58.272, the City is required to prepare a six-year transit development plan for the current calendar year and the ensuing five years.

2. 2025 Grant Applications Available

Applications are available on the City website for 2025 City and Arts Commission Grants for work to be completed in 2025. Applications are due by 5:00 p.m. on Friday, August 30, 2024. Information and application materials for each program are available on the City's website at: www.ellensburgwa.gov/grants.

3. Chipseal Project Scheduled July 22-25, 2024

Maintaining street surfaces saves money in repairs and repaving over time. The annual chipseal program will run July 22-25 between the hours of 5 a.m. and 5 p.m. The project includes 10.2 miles of City Streets. The complete list of streets scheduled to be chipsealed can be viewed at <https://ellensburgwa.gov/chipseal>. City crews will work in partnership with Kittitas County Public Works Department crews and equipment to complete the project. Proposed schedule is:

Monday, July 22

1. Vantage Hwy – Brick Road to East City limits
2. Dean Nicholson Blvd – Alder to Wildcat Way
3. 14th Avenue – Wildcat Way to Water
4. 18th Avenue – Alder to Regal
5. Parklane Avenue – Regal to Helena
6. Walnut Street – 18th to Dean Nicholson

Tuesday, July 23

1. Mountain View Avenue – Industrial Way to East City Limits
2. Umptanum Road – Canyon Road to Anderson Road
3. Industrial Way – Shop Gate to Umptanum
4. City Shop – Gate to Parking Lot

5. Ruby Street – Manitoba to 5th

Wednesday, July 24th

1. Main Street – University Way to Water
2. 1st Avenue – Main to East Dead End
3. 2nd Avenue – Main to East Dead End

Thursday, July 25th

1. 3rd Avenue – Main to Pfenning
2. Capitol Avenue – Maple to Oak
3. 4th Avenue – Ruby to East Dead End

Please remember:

- Residents living along streets receiving chipseal treatment should turn off sprinklers and avoid watering their lawn or yard close to the project area because street surfaces must be dry to complete the work.
- Park vehicles off the affected road on dates the crews are scheduled. Affected roads will have “No Parking” signs posted at least 24 hours prior to the start of work.
- Access to City streets during the chipseal process is limited.

Drivers, pedestrians, and bicycle riders should exercise extreme caution when approaching the crews and follow all traffic control signs and signals from personnel. It is very important to follow posted speed limits and other instructions to prevent oil and chips from damaging vehicles. Traffic delays and detours may occur.

4. Ellensburg Hosts Information Session on State Energy Code Changes

The City of Ellensburg’s Building Division is holding an information session about new Washington State Energy Code updates from 9 a.m. to noon on Wednesday, July 17, 2024, in the Council Chambers at Ellensburg City Hall, 501 N. Anderson Street. The presentation will begin at 9 a.m., followed by a Q & A session. The Washington State Energy Code was amended in 2021, and changes went into effect on March 15, 2024. The presentation will cover what changes are in the new code, related to residential and commercial building projects. Compliance with the Energy Code is required through Washington State for all new construction, additions, and retrofit projects. The Energy Code regulates design and construction of buildings for the effective use and conservation of energy over the life of each building. Builders, developers, engineers, architects, and homeowners in Ellensburg are encouraged to attend the presentation to learn how the new Energy Code updates will impact building projects in the City. Contact the Community Development Department’s Building Division at (509) 962-7239 for more information.

5. 2025-2026 Biennial Budget Calendar Now Available

City staff have developed the attached budget calendar that outlines a series of steps to develop, review, and adopt the 2025-2026 Biennial Budget. Some steps are required by state law, others are optional.

2025/2026 Budget Calendar

Budget Item	City Deadline	Statutory Deadline
2025-2026 Departmental Budget Preparation		
Budget Kickoff Meeting; budget instructions released (Finance/All Departments)	7/19/2024	9/9/2024
Budget worksheets released to Departments (Finance)	7/19/2024	9/9/2024
Department submit current service level budget and proposal packages to Finance (All Departments)	8/23/2024	9/23/2024
Non-departmental revenue estimates prepared by Finance Department	8/23/2024	9/23/2024
2025-2026 City Manager's Preliminary Budget Preparation		
Finance and Department Work-sessions/ Questions and Answers (All Departments)	8/23 - 9/9	
Departmental estimates provided to City Manager; complete financial program (Finance Department)	9/12/2024	10/1/2024
City Manager/Department Budget Review Sessions (All Departments)	9/4 - 9/13	
Manager provides Council with estimates of revenues from all sources (Finance Department)	10/1/2024	10/7/2024
Preparation of Manager's Preliminary budget (Finance Department)	10/1/2024	11/2/2024
Manager's preliminary budget & budget message to Council & Clerk (Finance Department & City Manager)-Governmental Revenue Study Session-Workshop	10/7/2024	11/2/2024
Publication notice of preliminary budget and final hearing (Finance Department_ (Novemeber 1-18)	10/21/2024	11/1/2024
2025-2026 Council Budget Review & Adoption		
Copies of budget available to public (Finance Department)	10/21/2024	11/21/2024
Ellensburg Civic Academy - Public Budget Workshop	10/24/2024	
Council- Public hearings (s) on preliminary budget	11/4/2024	
Council- Public hearing revenues for levy setting	11/4/2024	11/30/2024
Council-Property Tax Levy Ordinance first reading	11/4/2024	
Council- property Tax Levy Ordinance second reading & Adoption	11/18/2024	11/1-25-2024
Council-Public Hearing, Budget Ordinance first reading	11/18/2024	12/2/2024
Council- Budget Ordinance second reading & Adoption	12/2/2024	12/31/2024
2025-2026 Budget Post-Adoption		
Adopted budget filed with AWC, MRSC, SAO, and Chase bond-holder	1/1/2025	
Publication of Budget Worksheet to City Staff	1/1/2025	
Publication of Budget Book to website, Dept. Heads and Council Members	1/22/2025	