



**PACIFIC CITY COUNCIL AGENDA**  
**Council Chambers - City Hall. 100 3<sup>rd</sup> Ave. SE**

**December 04, 2023**  
**Monday**

**Workshop Meeting**  
**Immediately following Committee of the Whole**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**
  - (02) **A. AB 23-535: Ordinance No. 2023-2087:** Amending the City's 2023 Budget Ordinance no. 2023-2075; providing for severability; and establishing an effective date  
(Brenda Rolph)
  - (09) **B. AB 23-536: Resolution No. 2023-918:** Authorizing the Mayor to sign a contract with The Department Of Commerce for \$388,888 in grant funding for the Interurban Trail War Memorials Project  
(Mayor Guier)
  - (40) **C. AB 23-537: Motion:** Cancelling the City Council meeting scheduled for December 27, 2023, and add a Special Meeting on December 18, 2023, at 6:30 p.m.  
(Mayor Guier)
  - (41) **D. Discussion:** AWC Elected Officials Essentials Training  
(Nicole Schunke)
- 5. GOOD OF THE ORDER**
- 6. ADJOURN**



**TO:** Mayor Guier and City Council Members  
**FROM:** Brenda Rolph, Interim Finance Director  
**MEETING DATE:** December 4, 2023  
**SUBJECT:** 4th Quarter 2023 Budget Amendment Ordinance

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**ATTACHMENTS:**

- Budget Amendment Ordinance No. 2023-2087
- Budget Amendment Exhibits A & B

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**Previous Council Review Date:** N/A

**Summary:** It is prudent financial practice to periodically adjust an adopted budget to reflect unanticipated revenue or expenditure items that occur during the year. In addition, budget amendments are required to ensure appropriations are sufficient to keep the City within authorized fund budget limits as approved by City ordinance.

The proposed 4<sup>th</sup> Quarter 2023 Budget Amendment consists of important or necessary budget adjustments and focuses on ensuring that expenditures do not exceed 2023 fund appropriations.

The following exhibits itemize the requested revenue and expenditure adjustments as shown in Exhibit A: 4<sup>th</sup> Quarter 2023 Budget Adjustment by Fund and Exhibit B: 4<sup>th</sup> Quarter 2023 Budget Adjustments Itemized List:

**REVENUES:**

**General Fund (001):**

1. King County Parks Levy – Moved to Parks Cap Imp Fund 305 (-\$55,000)
2. Sale of Surplus Vehicles/Equipment – Moved to Equip Reserve Fund 098 (-\$6,500)
3. Building Permits – Few Large Commercial Projects (-\$110,000)
4. Sales Taxes – Retail Trade Down 14% & Wholesale Trade Down 24% from 2022 (-\$163,000)
5. Plan Check Fees – 1 Large Commercial Project & 2 Tenant Imp Projects (\$29,500)

***Total General Fund Revenue Adjustment (-\$305,000)***

**Equipment Reserve Fund (098)**

6. Surplus of Equipment/Vehicles –Moved from GF + Additional \$7,713 (\$14,213)

**Street Fund (101)**

7. TIB Relight WA Grant – Grant Addition (\$18,133)

**Streets Capital Improvement Fund (301)**

8. Transportation Benefit District Sales Tax – Exceeded Budget Amount (\$85,676)
9. WA TIB Preservation Grant – Grant Not Received (-\$1,335,000)

***Total Streets Capital Improvement Fund Rev Adjustment (-\$1,249,324)***

**Parks Capital Improvement Fund (305)**

10. King County Parks Levy – Moved from General Fund (\$55,000)
11. King County VSHSL Grant for War Memorial (\$10,000)
12. WA Department of Commerce Grant for War Memorial (\$388,000)
13. King County Get Active Stay Active Grant for Milwaukee Playground (\$10,000)

***Total Parks Cap Imp Fund Revenue Adjustment (\$463,000)***

**West Valley Highway Project Fund (309)**

14. STP Regional Grant – Local Programs Fed/WA for ROW Acquisitions (\$286,000)

**Stormwater Utility Fund (409)**

15. Stormwater Capacity Grant WA DOE – Grant Addition (\$75,000)

**TOTAL REVENUES ADJUSTMENT: (-697,978)**

**EXPENDITURES:**

**General Fund (001):**

1. King County District Court – Annual Amount Under Budgeted (\$52,084)
2. Parks Facilities – Repairs & Maintenance – Tree Removal/Trimming (\$66,000)
3. Centralized Services – Repairs & Maintenance – Under Budgeted (\$24,000)
4. Parks Maintenance/Wetland Services – KC Levy Funds moved to Parks Cap Imp Fund (-\$51,558)

***Total General Fund Expenditures Adjustment (\$90,526)***

**Street Fund (101):**

5. Capital Imp – LED Streetlight Conversion Grant Project (\$18,132)

**Street Capital Improvement Fund (301):**

6. 3rd Ave SW Interurban to West Valley – Grant Not Received (-1,500,000)

**Parks Capital Improvement Fund (305):**

7. War Memorial Project (includes salaries & benefits) – Received Grant Funding – (\$298,000)
8. Parks Maintenance/Wetland Services – KC Levy Funds moved to Parks Cap Imp Fund (\$51,558)

***Total Parks Cap Imp Fund Expenditures Adjustment (\$349,558)***

**West Valley Highway Project Fund (309):**

9. Right-of-Way Costs – STP Regional Grant Received (\$300,000)

**TOTAL EXPENDITURES ADJUSTMENT: (-\$741,784)**

**Recommendation/Action:** Move the 4<sup>th</sup> Quarter 2023 Budget Amendment Ordinance No. 2023-\_\_\_\_\_ forward to the December 11, 2023 Council meeting for a first reading.

**Motion for Consideration:** “I move the 4<sup>th</sup> Quarter 2023 Budget Amendment Ordinance No. 2023-\_\_\_\_\_ forward to the December 11, 2023 Council meeting for a first reading.”

**Budget Impact:** Total 2023 Revenue reduction of \$697,978; Total 2023 Expenditure reduction of \$741,784; 2023 Ending Fund Balance increase of \$43,806.

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 2023-2087**

**AN ORDINANCE OF THE CITY OF PACIFIC, AMENDING THE CITY'S 2023 BUDGET ORDINANCE NO. 2023-2075; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, the City Council adopted the City's 2023 Amended Budget and Salary Schedule pursuant to Ordinance No. 2023-2075; and

**WHEREAS**, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 2023-2075; and

**WHEREAS**, certain revisions to the 2023 Amended Budget are now necessary;

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

**Section 1.** The 2023 amended Budget for the City of Pacific, Washington, as amended in Ordinance No. 23-2075, is hereby amended as set forth in Exhibit "A."

**Section 2.** The explanations of the amendments are listed in Exhibit "B."

**Section 3. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 4. Effective Date.** This ordinance shall be in full force and take effect five (5) days after its publication according to law.

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING  
THEREOF ON THE 18th DAY OF DECEMBER, 2023.**

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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LAURIE CASSELL, MMC  
CITY CLERK

APPROVED AS TO FORM:

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CHRISTOPHER PIRNKE, CITY ATTORNEY

**CITY OF PACIFIC**  
**4th Quarter 2023 Budget Adjustments by Fund**  
**Exhibit A**

FUND	2023 Beginning Fund Balance	1st Qtr Amendment Ord 2023-2075	2023 Amended Beginning Fund Balance	REVENUES AND OTHER SOURCES				EXPENDITURES AND OTHER USES				2023 Amended Ending Fund Balance
				2023 Budget Ord 2022-2070	1st Qtr Amendment Ord 2023-2075	4th Qtr Amendment Ord 2023- <u>    </u>	2023 Amended Budget	2023 Budget Ord 2022-2070	1st Qtr Amendment Ord 2023-2075	4th Qtr Amendment Ord 2023- <u>    </u>	2023 Amended Budget	
<b>Operating</b>												
<b>General</b>												
001 General	\$ 1,365,104	\$ 1,410,569	\$ 2,775,673	\$ 6,886,702	\$ (687,367)	\$ (305,000)	\$ 5,894,335	\$ 6,583,527	\$ 437,649	\$ 90,526	\$ 7,111,702	\$ 1,558,306
096 Customer Deposits	65,375	54,247	119,622	-	20,700	-	20,700	65,375	12,600	-	77,975	62,347
097 Pacific Municipal Court	(470,000)	470,000	-	470,000	(470,000)	-	-	-	-	-	-	-
098 General Fund Equipment Reserve	248,936	323,254	572,190	185,000	28,647	14,213	227,860	310,000	161,000	-	471,000	329,050
099 General Fund Cumulative Reserve	525,126	-	525,126	52,833	1,700	-	54,533	-	-	-	-	579,659
<b>Subtotal General Fund</b>	<b>1,734,541</b>	<b>2,258,070</b>	<b>3,992,611</b>	<b>7,594,535</b>	<b>(1,106,320)</b>	<b>(290,787)</b>	<b>6,197,428</b>	<b>6,958,902</b>	<b>611,249</b>	<b>90,526</b>	<b>7,660,677</b>	<b>2,529,362</b>
<b>Special Revenue</b>												
101 Street	79,845	42,082	121,927	571,253	(5,200)	18,133	584,186	562,667	42,543	18,132	623,342	82,771
107 Tourism	228,525	5,662	234,187	34,290	1,500	-	35,790	25,000	-	-	25,000	244,977
<b>Subtotal Special Revenue Funds</b>	<b>308,370</b>	<b>47,744</b>	<b>356,114</b>	<b>605,543</b>	<b>(3,700)</b>	<b>18,133</b>	<b>619,976</b>	<b>587,667</b>	<b>42,543</b>	<b>18,132</b>	<b>648,342</b>	<b>327,748</b>
<b>Debt Service</b>												
209 LID #6 Redemption Fund	214,328	11,688	226,016	424,916	-	-	424,916	475,578	-	-	475,578	175,354
210 LID #6 Reserve Fund	480,917	672	481,589	-	450	-	450	-	-	-	-	482,039
<b>Subtotal Debt Service Funds</b>	<b>695,245</b>	<b>12,360</b>	<b>707,605</b>	<b>424,916</b>	<b>450</b>	<b>-</b>	<b>425,366</b>	<b>475,578</b>	<b>-</b>	<b>-</b>	<b>475,578</b>	<b>657,393</b>
<b>Total Operating Funds</b>	<b>\$ 2,738,156</b>	<b>\$ 2,318,174</b>	<b>\$ 5,056,330</b>	<b>\$ 8,624,994</b>	<b>\$ (1,109,570)</b>	<b>\$ (272,654)</b>	<b>\$ 7,242,770</b>	<b>\$ 8,022,147</b>	<b>\$ 653,792</b>	<b>\$ 108,658</b>	<b>\$ 8,784,597</b>	<b>\$ 3,514,503</b>
<b>Capital Improvement</b>												
300 Municipal Capital Improvements	\$ 180,524	\$ 758,897	\$ 939,421	\$ 164,400	\$ 69,680	\$ -	\$ 234,080	\$ 102,500	\$ 92,294	\$ -	\$ 194,794	\$ 978,707
301 Streets Capital Improvement	309,366	291,762	601,128	1,633,420	101,170	(1,249,324)	485,266	1,700,470	16,717	(1,500,000)	217,187	869,207
305 Parks Capital Improvement	186,973	16,662	203,635	185,520	12,000	463,000	660,520	262,388	70,960	349,558	682,906	181,249
307 Milwaukee Boulevard Project	110,684	(110,684)	-	389,316	7,500	-	396,816	500,000	(103,184)	-	396,816	-
308 Valentine Road Project	-	27,779	27,779	-	-	-	-	-	27,779	-	27,779	-
309 West Valley Highway	87,155	4,191	91,346	-	-	286,000	286,000	-	45,682	300,000	345,682	31,664
310 Stewart/Thornton Ave Project	156,277	(156,277)	-	1,733,039	(326,110)	-	1,406,929	1,889,316	(482,387)	-	1,406,929	-
333 Fire Capital Improvement	338,944	11,193	350,137	25,000	-	-	25,000	25,000	15,000	-	40,000	335,137
<b>Subtotal Capital Improvement Fund:</b>	<b>1,369,923</b>	<b>843,523</b>	<b>2,213,446</b>	<b>4,130,695</b>	<b>(135,760)</b>	<b>(500,324)</b>	<b>3,494,611</b>	<b>4,479,674</b>	<b>(317,139)</b>	<b>(850,442)</b>	<b>3,312,093</b>	<b>2,395,964</b>
<b>Enterprise</b>												
401 Water Operations	765,300	207,203	972,503	2,076,455	60,000	-	2,136,455	2,114,094	(10,604)	-	2,103,490	1,005,468
402 Sewer Operations	121,612	66,006	187,618	3,433,610	287,795	-	3,721,405	3,555,222	(19,979)	-	3,535,243	373,780
404 Utility Revenue Bond Fund	21,421	(1)	21,420	282,500	-	-	282,500	276,590	-	-	276,590	27,330
406 Water Capital Improvement	387,919	796,735	1,184,654	1,000,000	(445,774)	-	554,226	320,000	-	-	320,000	1,418,880
408 Sewer Capital Improvement	222,696	25,473	248,169	390,000	81,275	-	471,275	325,000	311,461	-	636,461	82,983
409 Stormwater Utility Fund	95,253	82,866	178,119	1,238,800	50,512	75,000	1,364,312	1,275,405	40,482	-	1,315,887	226,544
410 Stormwater Capital Improvement	288,143	195,036	483,179	184,050	-	-	184,050	150,000	-	-	150,000	517,229
411 Pierce County Water Area	202,596	337	202,933	93,800	-	-	93,800	122,736	-	-	122,736	173,997
499 Utilities Equipment Reserve	718,960	444,872	1,163,832	200,000	-	-	200,000	160,000	500,200	-	660,200	703,632
<b>Subtotal Enterprise Funds</b>	<b>2,823,900</b>	<b>1,818,527</b>	<b>4,642,427</b>	<b>8,899,215</b>	<b>33,808</b>	<b>75,000</b>	<b>9,008,023</b>	<b>8,299,047</b>	<b>821,560</b>	<b>-</b>	<b>9,120,607</b>	<b>4,529,843</b>
<b>Internal Service</b>												
500 Information Technology	83,119	18,263	101,382	202,500	-	-	202,500	245,130	3,980	-	249,110	54,772
<b>Subtotal Internal Service Fund</b>	<b>83,119</b>	<b>18,263</b>	<b>101,382</b>	<b>202,500</b>	<b>-</b>	<b>-</b>	<b>202,500</b>	<b>245,130</b>	<b>3,980</b>	<b>-</b>	<b>249,110</b>	<b>54,772</b>
<b>Total Budget</b>	<b>\$ 7,015,098</b>	<b>\$ 4,998,487</b>	<b>\$ 12,013,585</b>	<b>\$ 21,857,404</b>	<b>\$ (1,211,522)</b>	<b>\$ (697,978)</b>	<b>\$ 19,947,904</b>	<b>\$ 21,045,998</b>	<b>\$ 1,162,193</b>	<b>\$ (741,784)</b>	<b>\$ 21,466,407</b>	<b>\$ 10,495,082</b>

**CITY OF PACIFIC**  
**4th Qtr 2023 Budget Adjustments Itemized List**  
**Exhibit B**

REVENUES & OTHER SOURCES				EXPENDITURES & OTHER USES			
Description	BARS Number	Reason for Budget Adjustment	Amount	Description	BARS Number	Reason for Budget Adjustment	Amount
<b>General Fund (001)</b>				<b>General Fund (001)</b>			
King County Parks Levy	311 10 00 005	Moved to 305 Fund	\$ (55,000)	King County District Court	512 50 40 001	Budgeted at \$50k	\$ 52,084
Sale of Surplus Equipment/Vehicles	395 10 21 001	Moved to 098 Fund	(6,500)	Parks Facilities - Repairs & Maintenance	576 80 48 005	Tree Risk Assessment, Removal, Trimming Exp	66,000
Building Permits	322 10 00 001	Few large commercial projects in '23	(110,000)	Centralized Services - Repairs & Mtc	518 30 48 001	Budgeted at \$15K - Too low for annual mtc	24,000
Sales Taxes	313 11 00 001	Retail Trade (-14%) & Wholesale Trade (-24%)	(163,000)	Parks Mtc/Wetland Salaries & Benefits (KC Parks Levy)	576 80 XX 305	Move to 305 Fund	(51,558)
Plan Check Fees	345 83 01 001	1 Lg Comm Proj/2 TI's	29,500	N/A			
<b>Total General Fund Adjustment</b>			<b>\$ (305,000)</b>	<b>Total General Fund Adjustment</b>			<b>\$ 90,526</b>
<b>General Fund Equipment Reserve (098)</b>				<b>General Fund Equipment Reserve (098)</b>			
Sale of Surplus Equipment/Vehicles	395 10 00 098	Moved from GF + Addt'l	\$ 14,213	None			\$ -
<b>Total General Fund Equipment Reserve Adjustment</b>			<b>\$ 14,213</b>	<b>Total General Fund Equipment Reserve Adjustment</b>			<b>\$ -</b>
<b>Street Fund (101)</b>				<b>Street Fund (101)</b>			
TIB Relight WA Grant	334 03 80 101	Grant Addition	\$ 18,133	Capital Imp - LED Streetlight Conversion Project	595 63 63 101	Grant	\$ 18,132
<b>Total Street Fund Adjustment</b>			<b>\$ 18,133</b>	<b>Total Street Fund Adjustment</b>			<b>\$ 18,132</b>
<b>Streets Capital Improvement Fund (301)</b>				<b>Streets Capital Improvement Fund (301)</b>			
Transportation Benefit District Sales Tax	313 21 00 301	Higher Actuals-1/2 Year	\$ 85,676	3rd Ave SW - Interurban to West Valley	595 11 63 301	TIB Grant Not Rec'd	\$ (1,500,000)
WA TIB Preservation Grant	334 03 81 301	Grant Not Received	(1,335,000)				
<b>Total Streets Capital Improvement Fund Adjustment</b>			<b>\$ (1,249,324)</b>	<b>Total Streets Capital Improvement Fund Adjustment</b>			<b>\$ (1,500,000)</b>
<b>Parks Capital Improvement Fund (305)</b>				<b>Parks Capital Improvement Fund (305)</b>			
KC Parks Levy (New BARS #)	337 01 01 005	Moved from GF	\$ 55,000	War Memorial Project (Includes Salaries & Benefit)	594 76 XX 305	Original Budget \$100K	\$ 298,000
King County Adult Services Division (ASD) - VSHSL Grant - Interurban Trail War Memorial Project	337 03 00 005	Awarded 10/5/23	10,000	Parks Mtc/Wetland Salaries & Benefits (KC Parks Levy)	576 80 XX 305	Combine into 1 fund to improve reporting	51,558
Interurban Trail War Memorial Proj Grt - WA Dept of Commerce	334 04 70 305	Awarded 7/26/23	388,000	N/A			
2023-2024 King County Parks - Get Active Stay Active Grant (GASA) - Milwaukee Pk Playground Equipment	337 04 00 005	Awarded 7/28/23	10,000	N/A			
<b>Total Parks Capital Improvement Fund Adjustment</b>			<b>\$ 463,000</b>	<b>Total Parks Capital Improvement Fund Adjustment</b>			<b>\$ 349,558</b>
<b>West Valley Highway Project Fund (309)</b>				<b>West Valley Highway Project Fund (309)</b>			
STP Regional Grant - Local Programs STPUL-1047 Fed Hwy Adm/WA St DOT	333 20 20 309	Grant Not Budgeted for ROW Acquisitions	\$ 286,000	Right-of-Way Costs	595 20 61 309	Local Programs Grt	\$ 300,000
<b>Total West Valley Highway Project Fund Adjustment</b>			<b>\$ 286,000</b>	<b>Total West Valley Highway Project Fund Adjustment</b>			<b>\$ 300,000</b>
<b>Stormwater Utility Fund (409)</b>				<b>Stormwater Fund (409)</b>			
Stormwater Capacity Grant - DOE	334 03 10 409	Grant Addition	\$ 75,000	None			
<b>Total Stormwater Utility Fund Adjustment</b>			<b>\$ 75,000</b>	<b>Total Stormwater Fund Adjustment</b>			<b>\$ -</b>
<b>GRAND TOTAL - REVENUE ADJUSTMENTS</b>			<b>\$ (697,978)</b>	<b>GRAND TOTAL - EXPENDITURE ADJUSTMENTS</b>			<b>\$ (741,784)</b>





**TO:** City Council Members

**FROM:** Leanne Guier, Mayor

**MEETING DATE:** December 4, 2023

**SUBJECT:** Resolution Accepting Department of Commerce Grant Funding for the Interurban Trail War Memorials

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**ATTACHMENTS:** 1. **Resolution 2023-918**

2. **Exhibit A (Contract) between City of Pacific and Department of Commerce**

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**Previous Council Review Date: None**

**Background**

On January 18, 2023, the City applied for \$400,000 in State Legislature Funding for the Interurban Trail War Memorials during the 2023 legislative session. On July 26, 2023, the \$400,000 was approved, less \$12,000 in administrative costs for a total of \$388,000, subject to conditions. The grant is administered through the Department of Commerce who required the City satisfy the following conditions prior to executing the contract:

1. Complete Contract Readiness Working Papers
2. Complete a LEED Certification Form
3. Provide Insurance Information
4. Provide Proof of Site Ownership
5. Provide SVN and Certificate of Insurance
6. Complete a Cultural Resources Assessment Report and Tribal Outreach

The City satisfied these requirements in November 2023 and is ready to sign the contract to allow the Mayor to accept these funds on behalf of the completed war memorials project.

**Recommended Action:** Approve Resolution 2023-918 authorizing the Mayor to sign the contract with the Department of Commerce for \$388,888 in grant funding for the war memorials project.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2023-918**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE  
MAYOR TO SIGN A CONTRACT WITH THE DEPARTMENT OF COMMERCE FOR  
\$388,888 IN GRANT FUNDING FOR THE INTERURBAN TRAIL WAR  
MEMORIALS PROJECT.**

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**WHEREAS**, the Department of Commerce through the State Legislature has grant funding to share with cities as part of its 2023 state legislative session; and

**WHEREAS**, the City of Pacific applied for said funding from the State Legislature for the Interurban Trail War Memorials project; and

**WHEREAS**, the Department of Commerce has approved the Interurban Trail War Memorials grant;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City of Pacific, Washington, City Council authorizes the Mayor to sign an Agreement between the City of Pacific and the Department of Commerce for grant funds as described in Exhibit A to this Resolution.

**Section 2.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
11TH DAY OF DECEMBER, 2023.**

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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LAURIE CASSELL, CITY CLERK

APPROVED AS TO FORM:

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CHRISTOPHER PIRNKE, CITY ATTORNEY



**Grant to**

City of Pacific

through

The 2024 Local and Community Projects Program

**For**

Interurban Trail War Memorials (Pacific) – Funds will be used for design and construction of three war memorials along the Interurban Trail.

**Start date:** 7/1/2023



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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;  
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

**FACE SHEET**

Grant Number: 24-96647-125

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit**

<b>1. GRANTEE</b> City of Pacific 100 Third Avenue SW Pacific, WA 98047		<b>2. GRANTEE Doing Business As (optional)</b>	
<b>3. Grantee Representative</b> Mark Newman Community Development Director 253-929-1107 mnewman@ci.pacific.wa.us		<b>4. COMMERCE Representative</b> Michael Cady Project Manager 360-628-7076 Fax 360-586-5880 michael.cady@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$388,000.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 7/1/2023	<b>8. End Date</b> 6/30/2027, contingent on reappropriation, 6/30/2025 if funds are not reappropriated
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> 91-6001483	<b>11. SWV #</b> SWV0017017-00	<b>12. UBI #</b> 179-000-203	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> The purpose of this performance-based contract is to provide funding for design and construction of three war memorials along the Interurban Trail as described in Attachment A – Scope of Work (the “Project”).  COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
<b>FOR GRANTEE</b>  _____ Leanne Guier, Mayor  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director  _____ Date  <b>APPROVED AS TO FORM</b>  <i>Lisa D. Koperski</i> _____ November 29, 2023 _____ Date	

**SPECIAL TERMS AND CONDITIONS  
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THIS CONTRACT, entered into by and between the City of Pacific (“GRANTEE”), a unit of local government, and the Washington State Department of Commerce (“COMMERCE”), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2023, Chapter 474, Section 1025, made an appropriation to support the 2024 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the GRANTEE intends to complete the Project, which will result in the design and construction of three war memorials along the Interurban Trail; and

WHEREAS, the enabling legislation stipulates that the GRANTEE is eligible to receive funding for the Project.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

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

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

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

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$388,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will



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not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE'S approval.

**B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

**A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

**B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

**C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

**D. Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period

**E. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

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**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures corresponding to activities described in the Scope of Work in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of

**SPECIAL TERMS AND CONDITIONS  
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the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

**9. SUBCONTRACTOR DATA COLLECTION**

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

**10. INSURANCE**

**A. Insurance Requirements for Reimbursable Activities**

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

**B. Additional Insurance Requirements During the Term of the Grant**

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

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**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15.

**Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant until Commerce has issued a Close-Out Letter to the Grantee. Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least six months (6 months) following the date of the Close-Out Letter or include an extended reporting period of at least six months following the date of the Close-Out Letter.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**Professional Liability, Errors and Omissions Insurance for Contractors.** The GRANTEE shall require that any contractors providing professional services that are reimbursable under this

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Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. GRANTEE’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

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**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

**16. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

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**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

**A.** The parties hereto understand and agree that any state funds not expended by June 30, 2025 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

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- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**21. FRAUD AND OTHER LOSS REPORTING**

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

**22. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 11, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**23. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

The "Copyright Provisions", Section 13 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.



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**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any exhibits, attachments, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

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- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and

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execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**13. COPYRIGHT PROVISIONS**

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

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

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

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

**14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**15. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

**16. GOVERNING LAW AND VENUE**

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

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

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**19. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**20. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**21. LICENSING, ACCREDITATION AND REGISTRATION**

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

**22. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**24. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**25. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**26. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**27. RECAPTURE**

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

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

**28. RECORDS MAINTENANCE**

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

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

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

**29. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

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**30. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**31. SAVINGS**

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

**32. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**33. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**34. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**35. SURVIVAL**

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

**36. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**37. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant.



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Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

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

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

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

**38. TERMINATION FOR CONVENIENCE**

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

**39. TERMINATION PROCEDURES**

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

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

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

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discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**40. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant  
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**41. WAIVER**

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

**Scope of Work**

Funds awarded under this grant shall be used by the City of Pacific for design and construction of three war memorials along the Interurban Trail located in Pacific, WA, at 47.26508781321738, - 122.25980869236473.

This Project will include, but not be limited to, design, equipment acquisition, and construction costs associated with the installation of landscaping, pavers, and benches. This Project will involve: finalizing plans and drawings; acquiring permits; purchasing capitalized equipment including benches and pavers; site preparation; landscaping; and conducting environmental and cultural resource reviews.

This Project will serve as a benefit to the public by facilitating for the installation of three war memorials along the Interurban Trail within the City of Pacific. The Interurban Trail connects neighborhoods in Tukwila, Kent, Auburn, Algona, and Pacific along fourteen (14) miles. The three memorials within the City of Pacific's portion of the Interurban Trail will honor veterans from World War I through the Afghanistan War. The war memorial Project builds capacity for community understanding among different social groups to promote civic pride and tourism for the city. And most importantly, the memorials will provide a space for veterans and their families to come together in times of pride and in times of sorrow. The memorials will provide a place for quiet reflection in nature and will serve as a gathering spot for the community during Memorial Day, Independence Day, and Veterans Day.

This project is anticipated to be completed by December 31, 2023.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Budget

Line Item	Amount
Architecture & Engineering	\$100,326.00
Environmental & Cultural Review	\$10,000.00
Construction	\$300,000.00
Construction Management	\$65,496.50
Capitalized Equipment	\$33,000.00
<b>Total Contracted Amount:</b>	<b>\$508,822.50</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of the Availability of Funds to Complete the Project**

<b>Non-State Funds</b>	<b>Amount</b>	<b>Total</b>
King County Vets Engaged Grant	\$10,000.00	
Port of Seattle Economic Development Grant	\$7,215.00	
City of Pacific Tourism Fund	\$3,607.50	
City of Pacific 2023 Budget	\$100,000.00	
<b>Total Non-State Funds</b>	<b>\$120,822.50</b>	<b>\$120,822.50</b>
<b>State Funds</b>		
State Capital Budget	\$388,000.00	\$388,000.00
<b>Total Non-State and State Sources</b>		<b>\$508,822.50</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**Exempt**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**AGENDA ITEM NO. 4C**



**Agenda Bill No. 23-537**

**TO:** City Council Members  
**FROM:** Mayor Guier  
**MEETING DATE:** December 4, 2023  
**SUBJECT:** Cancelling the December 27, 2023 meeting  
Adding a Special Meeting for December 18, 2023

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**ATTACHMENTS:** None

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**Previous Council Review Date:**

**Summary:** Cancelling December 27, 2023 City Council meeting and adding a Special Meeting on December 18, 2023, at 6:30 p.m.

**Recommended Action:** As City Hall will be closed on Monday, December 25, 2023 and Tuesday, December 26, 2023, it is proposed to cancel the last meeting of the year which would fall on Wednesday, December 27, 2023.

**Motion for Consideration:** I move to cancel the City Council meeting scheduled for December 27, 2023, and add a Special Meeting on December 18, 2023, at 6:30 p.m.

**Budget Impact:**

**Alternatives:**





# Elected Officials Essentials



Learn the most essential legal and functional responsibilities of elected office



9 in-person viewing options throughout Washington, plus online



Open to new and seasoned city elected officials

Saturday  
December 9  
**2023**  
\$95 per person

**Registration opens October 11!**

*Those not yet in elected office will need to register after November 7.*

Getting elected to city council is just the beginning. Once you start your role, there are many things to learn—and quickly!

Get a head start by attending this popular AWC event that covers the essential legal and functional roles, responsibilities, obligations, and liabilities for city elected officials.

- **Learn important ethical considerations to keep you on the right side of the law**
- **Examine real-world municipal legal scenarios**
- **Explore what makes your work at city hall meaningful**
- **Discover how your leadership helps shape your community**
- **Network with other city leaders**

This event fulfills the Open Government Trainings Act's specific requirements that must be completed by all elected and appointed officials within 90 days of taking office and every four years thereafter.

## Locations

Battle Ground

Fairfield

Gig Harbor

Kenmore

Mount Vernon

Olympia

Wenatchee

West Richland

Zillah

100% Online

[wacities.org/eoe](http://wacities.org/eoe)





Agenda Bill No. 23-538

**TO:** Mayor Guier and City Council Members

**FROM:** Mayor Guier

**MEETING DATE:** December 4, 2023

**SUBJECT:** Resolution authorizing investment of governmental entity monies in the LGIP

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**ATTACHMENTS:** Resolution No. 2023-919

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**Previous Council Review Date:**

**Summary:** The State of Washington Local Government Investment Pool (LGIP) requires that members pass this resolution to stay a legal active member of the LGIP.

**Recommendation/Action:** Staff recommends approval of this item.

**Motion for Consideration:** I move to approve Resolution number 2023-919 authorizing investment of governmental entity monies in the LGIP in the manner prescribed by Law, Rule, and applicable policies and procedures for the LGIP.

**Budget Impact:** None

**Alternatives:**

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2023-~~XXX~~919**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON, AMENDING THE AUTHORIZED INDIVIDUAL FOR THE  
WASHINGTON STATE LOCAL GOVERNMENT INVESTMENT POOL (LGIP)**

**WHEREAS**, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

**WHEREAS**, the City of Pacific has participated in the LGIP since 2014; and

**WHEREAS**, the investment strategy that the City must follow for the LGIP is set forth in its policies and procedures; and

**WHEREAS**, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Pacific, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

**WHEREAS**, the LGIP permits the City to designate an individual to authorize all amendments, changes, or alterations to the LGIP Form and any other documentation (“Authorized Individual”); and

**WHEREAS** the governing body and Authorized Individual appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

**WHEREAS**, the governing body attests by the signature of its Authorized Individual that it is duly authorized and empowered to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein; and

**WHEREAS**, the City designated the City Administrator/~~Finance Director~~ as the Authorized Individual, and has retained a new City ~~Administrator~~Clerk; and

**WHEREAS**, due to the departure of the previous City Administrator/~~Finance Director~~ the City needs to terminate and revoke the prior designation;

**NOW, THEREFORE, THE CITY COUNCIL OF PACIFIC,  
WASHINGTON, HEREBY RESOLVES:**

Section 1. The City Council hereby terminates and revokes the designation of ~~Richard Gould~~Laurie Cassell as the Authorized Individual for the purpose of the LGIP.

Section 2. The City Council approves the Local Government Investment Pool Transaction Authorization Form attached hereto as Exhibit A, and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Section 3. The City Council designates ~~Laurie Cassell, City Administrator-~~George Martinez, City Clerk, the “authorized individual” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

Section 4. The delegation in Section 3 above ends upon the written notice, by any method set forth in the prospectus, of the City Council that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual’s instructions until such time as said notice has been provided.

Section 5. The City Council acknowledges that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual’s delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual.

Section 6 The City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ~~22nd~~4th DAY OF ~~AUGUST, 2022~~DECEMBER, 2023.**

CITY OF PACIFIC

\_\_\_\_\_  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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LAURIE CASSELL, CITY CLERK

APPROVED AS TO FORM:

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~~CHARLOTTE ARCHER~~CHRISTOPHER PIRNKE, CITY ATTORNEY

# LOCAL GOVERNMENT INVESTMENT POOL AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

<b>Entity Name:</b> City of Pacific
<b>Mailing Address:</b> 100 3rd Ave SE, Pacific, WA 98047

**Statement Delivery Options:**

EMAIL: gmartinez@ci.pacific.wa.us       FAX: 253-939-6026       BOTH

**Note: Statements can only be emailed to **ONE** address due to system restrictions**

**Bank account where funds will be wired when a withdrawal is requested.**

**(Note: Funds **will not** be transferred to any account other than listed)**

<b>Bank Name:</b> Umpqua Bank
<b>Branch Location:</b> 4101 A Street SE; Auburn, WA 98002
<b>Bank Routing Number:</b> 123205054
<b>Accounting Number:</b> 7000246012
<b>Account Name:</b> City of Pacific - General Account

**ACH Authorization:**       Yes       No  
**Account Type:**       Checking       Savings       General Ledger

By selecting "Yes" and by signing this form, I hereby authorize the WA Local Government Investment Pool to initiate credit entries to the account listed above. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law.

**Persons authorized to make deposits and withdrawals for entity listed above.**

Name:	Title:	Phone Number:	Signature:
George Martinez	City Clerk	253-929-1105	
Laura Marungo	Finance Tech Lead	253-929-1103	

**Online TMS Access:**  Yes  No

If you selected yes, please complete the online section on page 2  
 If you selected no, skip the online access section

**TMS Online Web Access**

Note: Only complete this section if anyone wishes to have online access. Each Full access person must be listed on page one as authorized to initiate transactions. **[Please do not fill out the grayed-out areas]**

					<b>Access Type:</b>	
Name: George Martinez	Add	Delete	Modify	No Change	Full	View Only
Email: gmartinez@ci.pacific.wa.us	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name: Laura Marungo	Add	Delete	Modify	No Change	Full	View Only
Email: lmarungo@ci.pacific.wa.us	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name: Laurie Cassell	Add	Delete	Modify	No Change	Full	View Only
Email: lcassell@ci.pacific.wa.us	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name: Kari Kurtz	Add	Delete	Modify	No Change	Full	View Only
Email: kkurtz@ci.pacific.wa.us	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name:	Add	Delete	Modify	No Change	Full	View Only
Email:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>OST Staff</b>	
UserID	App Date
UserID	App Date
UserID	App Date
UserID	App Date
UserID	App Date
UserID	App Date

**By signing below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.**

	City Clerk	
<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
George Martinez	gmartinez@ci.pacific.wa.us	253-929-1105
<i>(Print Authorized Name)</i>	<i>(E-mail address)</i>	<i>(Phone no.)</i>

**Any changes to these instructions must be submitted in writing to the Office of the State Treasurer.**

OFFICE OF THE STATE TREASURER  
STACI.ASHE@TRE.WA.GOV  
 CELL: (360) 333-1238  
STACI.ASHE@TRE.WA.GOV

<b>Date Updated:</b> _____
<b>Account Number:</b> _____
<b>Updated By:</b> _____
<i>(For OST use only) 6/29/22</i>

State of Washington }  
 County of \_\_\_\_\_ } ss.  
 Signed or attested before me by \_\_\_\_\_  
 Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Signature of Notary*

SEAL OR STAMP \_\_\_\_\_  
 \_\_\_\_\_  
*Typed or printed name of Notary*  
 Notary Public in and for the State of Wash.

My appointment expires: \_\_\_\_\_