

Sale No. 2 can be found next to the hillside, on Bonaparte Avenue, which is near the southeast corner of town. This is a 0.46 ac (20,038 sf) parcel of residential land that is mostly level, although somewhat irregular in shape. Access to the site is Bonaparte Avenue, which is a paved city street to this property; however, beyond this, it becomes a gravel road. Utilities available include electricity, domestic water, and sanitary sewer. Zoning is Rural Residential Low Density (RR). This sale closed in August 2020 for a sale price of \$18,000. Upward adjustments are made for inferior views and smaller size. Downward adjustments are warranted for superior location (in town), superior topography/site utility, and superior access. This sale compares overall superior to the subject.

Sale No. 3 is a 1.69 ac (73,616 sf) parcel of residential land located on the east side of Highway 97, across the river from the subject. The site is mostly level to slightly sloping in topography and closely resembles the shape of a trapezoid. Utilities available include electricity and irrigation water. A well would need to be drilled and a septic system installed if developed accordingly. This is an interior lot and access to this property is made via a long, shared, gravel driveway/road off Highway 97. However, according to the buyer/owner, who also owns the adjacent parcel to the west, there is no legal access easement in place between these two parcels. Zoning is Rural 1 (R1). This property sold for \$15,000 in September 2021. Location and views are considered similar to the subject. This is larger and thus superior in size. Topography/site utility is also superior in comparison to the subject. However, utilities are inferior, as is access. In overall comparison, this sale is viewed inferior to the subject property.

Sale No. 4 lies directly adjacent (southerly) to Sale No. 3. It is 1.68 ac (73,181 sf) in size and has the same physical characteristics, including access, as Sale No. 3. It also sold for \$15,000 in September 2021. This sale is also viewed overall inferior to the subject.

Sale No. 5 can be found less than half of a mile south of the subject, along Highway 7. This is a 1.33 ac (57,935 sf) parcel of residential land that is somewhat long and narrow. Most of the site is relatively level; however, there is a small portion in the back of the property (far west end) that is sloping in topography. Utilities include electricity, a well, a septic system, and irrigation water. Access can be made directly off the highway. Zoning is Rural 1(R1). This property is improved with a manufactured home and a pole building. This sale closed in November 2019 at a sale price of \$70,000; and, according to the buyer, \$50,000 was allocated to the improvements and \$20,000 to the land. Downward adjustments are warranted for slightly larger size, superior topography/site utility, and superior access. This sale compares overall superior to the subject.

Correlation and Conclusion

These five sales indicate a range of pricing from \$15,000 to a high of \$22,500. After qualitative adjustments are made, the subject property is bracketed between \$15,000 and \$18,000. Based on this analysis, it is believed that \$17,000 is reasonable for the subject property.

\$17,000

Seventeen Thousand Dollars

RECONCILIATION AND FINAL VALUE ESTIMATES

In the foregoing report an analysis has been made of the value of the property by the Sales Comparison Approach resulting in an indication of the market value as follows:

| | |
|---------------------------|----------|
| Sales Comparison Approach | \$17,000 |
|---------------------------|----------|

Five land sales were utilized for comparison to the subject property, all located in Tonasket. Because there were no sales of properties which have the same zoning as the subject, Public Use (PU), we used sales that were zoned Rural/Residential, as the highest and best use of the subject property, as if vacant, is a rural residential homesite. After qualitative adjustments were made, three compared overall superior to the subject and two overall inferior, which helped bracket the subject within a fairly narrow range.

It is our opinion that the value indicated by the Sales Comparison Approach is credible. Therefore, based upon the foregoing analysis, it is our opinion the property's market value of the land, as of October 19, 2022, was;

\$17,000

Seventeen Thousand Dollars

ADDENDA

SALE NO. 1

SALE DATA

Address: 24 Orchard Loop N
City: Tonasket
State: WA
Zip: 98855
Parcel #: 6490280000
Lat, Long: N48.718977, W-119.429893
Grantor: William & Janice McDaniel
Grantee: Zbiniew & Indira Markowski
Sale Date: March 30, 2021
Sale Price: \$22,500
Financing: Cash
Cash Equiv.: \$22,500
Recording #: 3252029
HBU: Residential
Verification: October 17, 2022, Kathy Wilcox, listing agent, DP



Sale Price Allocation: Unit Value

| | | |
|-------------|----------|----------------------------|
| Land | \$22,500 | \$0.96 p/sf, \$41,667 p/ac |
|-------------|----------|----------------------------|

PHYSICAL AND FINANCIAL DATA

| | |
|---|---|
| Site Size ac./sf: 0.540 / 23,522 | Zoning: Rural 1 (R1) |
| Utilities: Elec, Shared Well, Irrig | Flood Designation: Zone C/Zone B |
| Topography: Mostly level to slightly sloping | Critical Areas: |
| Access: Gravel road | |



Comments: This is the sale of a 0.54 ac (23,522 sf) parcel of residential land located on Orchard Loop N in Tonasket. The site is right trapezoidal in shape and is mostly level to slightly sloping in topography. Electricity and irrigation water are both available and the property has a shared well. Sewer is not available, so a septic system would be needed for development. Access to this property is via a gravel road off Hwy 97.

This property was listed on the market with a realtor on August 4, 2019 at a listing price of \$25,000 and became pending on March 9, 2021. It sold on March 30, 2021 at a sale price of \$22,500.

ID# 2506

SALE NO. 2

SALE DATA

Address: NNA Bonaparte Ave
City: Tonasket
State: WA
Zip: 98855
Parcel #: 8842300400
Lat, Long: N48.697916, W-119.436716
Grantor: Stephen & Marylou Kriner
Grantee: Nicholas Dagnon
Sale Date: August 28, 2020
Sale Price: \$18,000
Financing: Cash
Cash Equiv.: \$18,000
Recording #: 3245514
HBU: Residential
Verification: October 17, 2022, Marylou Kriner, DP



| | |
|-------------------------------|--|
| Sale Price Allocation: | <u>Unit Value</u> |
| Land | \$18,000 \$0.90 p/sf, \$39,130 p/ac |

PHYSICAL AND FINANCIAL DATA

Site Size ac./sf: 0.460 / 20,038
Utilities: Elec, Tel, W, SWR
Topography: Mostly level
Access: Paved city street

Zoning: Rural Residential Low Density (RR)
Flood Designation: Zone C
Critical Areas:



Comments: This is the sale of a 0.46 ac (20,038 sf) parcel of residential land located on Bonaparte Avenue in Tonasket. The site is irregular in shape and is mostly level. Electricity, telephone, domestic water, and sanitary sewer are all available. Access to the site is Bonaparte Avenue, which is a paved city street to this property (beyond this property, it is a gravel road).

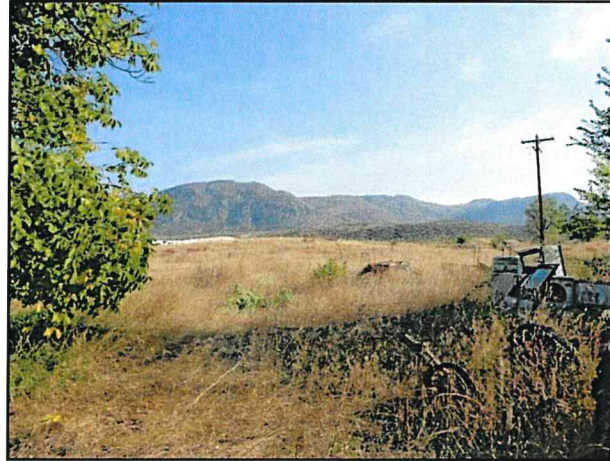
This property was not listed on the market with a realtor and was a private transaction between buyer and seller. The seller indicated that the buyer plans to eventually build a garage with a living space above it.

ID# 2507

SALE NO. 3

SALE DATA

Address: NNA Hwy 97
City: Tonasket
State: WA
Zip: 98855
Parcel #: 3727030048
Lat, Long: N48.729828, W-119.419993
Grantor: Jesus Puenta Garcia & Antonio Puenta Garcia
Grantee: Duane Thompson
Sale Date: September 15, 2021
Sale Price: \$15,000
Financing: Cash
Cash Equiv.: \$15,000
Recording #: 3257434
HBU: Residential
Verification: October 18, 2022, Jesus Puenta Garcia; October 19, 2022, Duane Thompson, DP



| | |
|-------------------------------|---|
| Sale Price Allocation: | <u>Unit Value</u> |
| Land | \$15,000 \$0.20 p/sf, \$8,876 p/ac |

PHYSICAL AND FINANCIAL DATA

| | |
|---|----------------------------------|
| Site Size ac./sf: 1.690 / 73,616 | Zoning: Rural 1 (R1) |
| Utilities: Elec, Irrig | Flood Designation: Zone C |
| Topography: Mostly level to slightly sloping | Critical Areas: |
| Access: Shared gravel driveway/road (no legal access easement) | |



Comments: This is the sale of a 1.69 ac (73,616 sf) parcel of residential land located on the east side of Highway 97 in Tonasket. The site closely resembles the shape of a trapezoid and is mostly level to slightly sloping in topography. Utilities available include electricity and irrigation water. A well would need to be drilled and a septic system installed prior to development. This is an interior lot and access to this property is made via a long, shared, gravel driveway/road off Highway 97. However, according to the buyer/owner, who also owns the adjacent parcel to the west (3727030074), there is no legal access easement in place between these two parcels.

This property was not listed on the market with a realtor and was a private transaction between buyer and seller.

ID# 2508

SALE NO. 4

SALE DATA

Address: NNA Hwy 97
City: Tonasket
State: WA
Zip: 98855
Parcel #: 3727030073
Lat, Long: N48.729424, W-119.420356
Grantor: Jesus Puente Solorio
Grantee: Duane Thompson
Sale Date: September 15, 2021
Sale Price: \$15,000
Financing: Cash
Cash Equiv.: \$15,000
Recording #: 3257435
HBU: Residential
Verification: October 18, 2022, Jesus Puente Solorio; October 19, 2022, Duane Thompson, DP



| | |
|-------------------------------|------------------------------------|
| Sale Price Allocation: | <u>Unit Value</u> |
| Land | \$15,000 \$0.20 p/sf, \$8,929 p/ac |

PHYSICAL AND FINANCIAL DATA

Site Size ac./sf: 1.680 / 73,181
Utilities: Elec, Irrig
Topography: Mostly level to slightly sloping
Access: Shared gravel driveway/road (no legal access easement)

Zoning: Rural 1 (R1)
Flood Designation: Zone C
Critical Areas:



Comments: This is the sale of a 1.68 ac (73,181 sf) parcel of residential land located on the east side of Highway 97 in Tonasket. The site closely resembles the shape of a right trapezoid and is mostly level to slightly sloping in topography. Utilities available include electricity and irrigation water. A well would need to be drilled and a septic system installed prior to development. This is an interior lot and access to this property is made via a long, shared, gravel driveway/road off Highway 97. However, according to the buyer/owner, who also owns the adjacent parcel to the west (3727030074), there is no legal access easement in place between these two parcels.

This property was not listed on the market with a realtor and was a private transaction between buyer and seller.

ID# 2509

SALE NO. 5

SALE DATA

Address: 641B Hwy 7
City: Tonasket
State: WA
Zip: 98855
Parcel #: 6700060001
Lat, Long: N48.720890, W-119.436183
Grantor: Estate of James Chittenden
Grantee: Hector Maldonado
Sale Date: November 15, 2019
Sale Price: \$20,000
Financing: Cash
Cash Equiv.: \$20,000
Recording #: 3238883
HBU: Residential
Verification: October 20, 2022, Hector Maldonado, DP



Sale Price Allocation: Unit Value
Land \$20,000 \$0.35 p/sf, \$15,038 p/ac

PHYSICAL AND FINANCIAL DATA

Site Size ac./sf: 1.33 / 57,935
Utilities: Elec, Well, Sept, Irrig
Topography: Mostly level & sloping
Access: Paved hwy
Zoning: Rural 1 (R1)
Flood Designation: Zone C
Critical Areas:



Comments: This is the sale of a 1.33 ac (57,935 sf) parcel of residential land located on the west side of Hwy 7 in Tonasket. It is improved with a manufactured home and a pole building. The site is long and narrow and closely resembles the shape of a right trapezoid. Most of the site is relatively level; however, there is a small portion in the back of the property (far west end) that is sloping. Utilities include electricity, telephone, a well, a septic system, and irrigation water. Access can be made directly off the highway.

This property was not listed on the market with a realtor and was a private transaction between buyer and seller. It sold for \$70,000; and, according to the buyer, \$50,000 was allocated to the improvements and \$20,000 to the land.

ID# 2521



37 S. Wenatchee Avenue, Suite A
Wenatchee, WA 98801
509.662.8900 • Fax: 509.664.3260

APPRAISAL QUOTE

Date: September 2, 2022

Attention: Alice Atwood
clerktreasurer@tonasketwa.gov

Client: City of Tonasket
209 S. Whitcomb Ave.
Tonasket, WA 98855

Property Appraised: 1-Acre Crematorium Site (Parcel #8810330200)
NNA Hwy. 7, Tonasket, WA 98855

Value Reported: Market Value "As Is" of the fee simple interest in the real estate.

Appraisal Report: USPAP compliant Appraisal Report, 1 digital copy

Intended Use & User: To assist with potential sale. Intended users include the City of Tonasket.

Special Instructions:

Data Required: Copy of the Short Plat Map as recorded

Anticipated Delivery Date: October 17, 2022 or within 6 weeks of acceptance

Appraisal Fee: \$ 3,300

Thank you for the Opportunity,

A handwritten signature in blue ink, appearing to read "K. Dosser".

Kirk R. Dosser, MAI
E-mail: kdosser@pacapp.com
Web: www.pacapp.com

Acceptance:

By: _____

A large, stylized handwritten signature in blue ink, written over a horizontal line.

APPRAISER

Denise A. Permin

ADDRESS37 S Wenatchee Avenue, Suite A
Wenatchee, WA 98801
(509) 662-8900**Professional Experience**

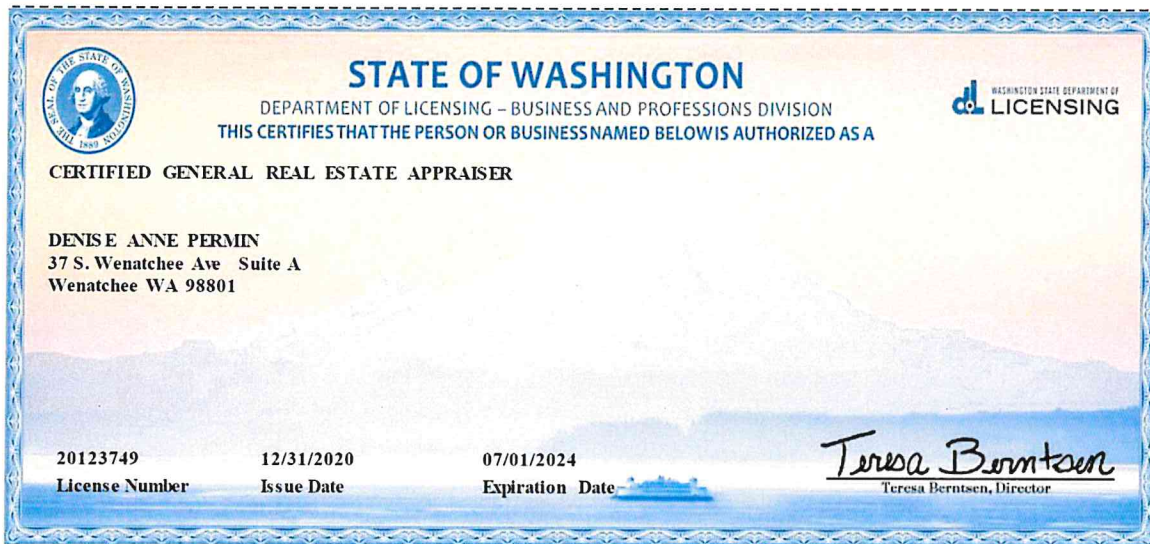
| | |
|---|--------------|
| Pacific Appraisal Associates, P.L.L.C. | 2017-Present |
| Wenatchee School District, Math Teacher | 2015-2016 |
| Eastmont School District, Math Teacher | 1992-2015 |

CertificationCertified General Real Estate Appraiser
License #20123749**Education**

| | |
|--|-----------|
| Central Washington University | 1988-1992 |
| B.A., Mathematics Major, Physics Minor | |
| Central Washington University | 1993-1995 |
| Masters, Mathematics Specialization | |
| Career Web School | |
| Basic Appraisal Principles | 2017-2018 |
| Basic Appraisal Procedures | 2017-2018 |
| McKissock | |
| National USPAP, 2018-2019 | 2017-2018 |
| Supervisor-Trainee | 2017 |
| Statistics, Modeling and Finance | 2018 |
| General Appraiser Sales Comparison Approach | 2018 |
| General Appraiser Site Valuation and Cost Approach | 2018 |
| General Appraiser Market Analysis & Highest and Best Use | 2018 |
| General Appraiser Report Writing & Case Studies | 2018 |
| General Appraiser Income Approach | 2019 |
| National USPAP Update, 2018-2019 | 2019 |
| Commercial Appraisal Review | 2019 |
| Expert Witness for Commercial Appraisers | 2019 |
| Divorce and Estate Appraisals: Elements of Non-Lender Work | 2022 |
| Market Disturbances: Appraisals in Atypical Markets & Cycles | 2022 |
| National USPAP Update, 2022-2023 | 2022 |
| Appraisal of Industrial and Flex Buildings | 2022 |
| Complex Properties: The Odd Side of Appraisal | 2022 |

Selected List of Clients Served

| | |
|--|----------------------|
| Peoples Bank | Cashmere Valley Bank |
| U.S. Bank | Port of Quincy |
| Chelan County PUD | Wheatland Bank |
| Confluence Health | City of Wenatchee |
| Washington Trust Bank | Town of Winthrop |
| Douglas County PUD | Access Fund |
| Washington State Department of Transportation | North Cascades Bank |
| Washington State Department of Fish and Wildlife | City of Ellensburg |
| Northwest Farm Credit Services | Banner Bank |



QUALIFICATIONS**APPRAISER**

Brian T. Vincent, MAI, AI-GRS

ADDRESS37 S Wenatchee Avenue, Suite A
Wenatchee, WA 98801
509/662-8900**Business Experience**

| | |
|--|--------------|
| Pacific Appraisal Associates, P.L.L.C. | 2000-Present |
| Motteler Orchard & Property Management | 1992-Present |
| The Boeing Company | 1988-1992 |

CertificationState Certified General Real Estate Appraiser
Certificate #1101562**Education****University of Washington**

B. A. Degree in Economics 1987

North Seattle Community College Continuing Education 1988-1989**Appraisal Institute**

Real Estate Appraisal Principles 2000

Real Estate Appraisal Procedures 2000

Real Estate Income Capitalization 2000

Real Estate General Applications 2001

Real Estate Standards 2002

Real Estate Adv. Income Capitalization 2003

Real Estate Highest and Best Use & Market Analysis 2004

Real Estate Advanced Cost & Sales Comparison 2004

Real Estate Standards 2004

Real Estate Report Writing 2005

Real Estate Advanced Applications 2005

Uniform Appraisal Standards for**Federal Land Acquisitions-Practical Applications** 2007, 2016

Fundamentals of the UASFLA 2020

7-Hour National USPAP Update Course 2017, 2018, 2020

Business Practices and Ethics 2010, 2020

Valuation of Easements and other Divided Partial Interests 2010

Common Errors and Misconceptions in

Yellow Book Assignments 2010

Litigation Appraising: Specialized Topics and Applications 2010

The Appraiser as an Expert Witness:

Preparation and Testimony 2011

Review Theory General 2017

Real Estate Conference 2017, 2018

Solving Land Valuation Puzzles 2018

Practical Applications of the Residential Sales Comparison App. 2020

Reviewing Residential Appraisals and Using Fannie Mae Form 2000 2020

IRWA

Partial Acquisitions 2007

MCKISSOCK – Supervisor Trainee Course 2017**WSDOT** Local Agency R/W Meeting 2016, 2019

Affiliations

| | |
|--|--------------|
| Member, Appraisal Institute MAI, AI-GRS Designations | Current |
| North Central Washington Assoc. of Realtors | 2003-Present |
| National Association of Realtors | 2003-Present |
| Associate Member of the Appraisal Institute | 2003-2015 |
| Toastmasters International | 2003-2006 |

Selected List of Clients Served

Lending Institutions

Wheatland Bank
Mountain Pacific Bank
Key Bank
Washington Trust Bank
Wells Fargo Bank
Banner Bank
Cashmere Valley Bank
Union Bank of California
Sterling Savings Bank
U.S. Bank
Mid State Bank
Peoples Bank
North Cascades National Bank

Municipalities

City of Wenatchee
City of Yakima
Port of Chelan County
Port of Douglas County
City of Ephrata
City of Leavenworth
City of East Wenatchee
City of Ellensburg
City of Cle Elum
Housing Authority of Chelan County
Housing Authority of Okanogan County
Oroville Housing Authority
USDA Rural Development

Attorneys

Davis Arneil Law Firm
Callaway, Howe, Detro, PLLC Attorneys
Foster Pepper
Jeffers, Danielson, Sonn & Aylward, P.S.
Johnson, Gaukroger, Smith & Marchant
Office of the Attorney General of
The State of Washington
Abeyta Nelson Injury Law

Eminent Domain/Federal Land

Acquisitions

Douglas, Chelan, Grant and Okanogan
County PUDs.
Chelan, Douglas, Yakima Counties
Port of Chelan County
WA State Dept. of Fish and Wildlife
WA State Dept. of Natural Resources
WA State Department of Transportation
Washington State Parks
Trust for Public Land
Private Land Owners
Homchick Smith Associates
Berger/Abam Engineering
Office for American Indians
RH2 Engineering
Department of the Interior
Department of Veterans Affairs
HDR/Corporation

Healthcare

Lake Chelan Hospital District
Central Washington Hospital Foundation
Samaritan Healthcare
Central Washington Hospital
Confluence Health

Corporations


Wal-Mart Realty
Burlington Northern Santa Fe Railway Co.
The Staubach Company

Title Disputes

Lawyers Title Insurance Corporation
Transnation Title Insurance
Elliott and Company, Appraisers

Court Experience/Expert Testimony

Chelan, Douglas, & Okanogan Counties
Superior Courts; US District Court



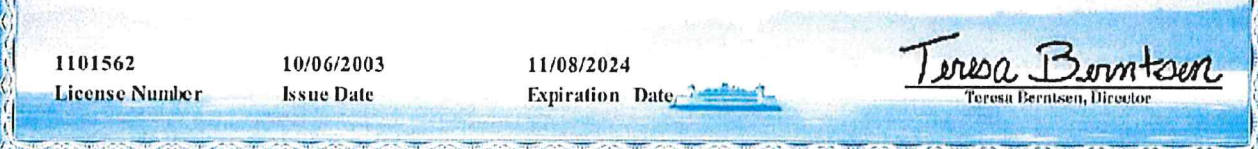
STATE OF WASHINGTON
DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION
THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

**CERTIFIED GENERAL REAL ESTATE APPRAISER
SUPERVISOR**

BRIAN THOMAS VINCENT
37 S WENATCHEE AVE SUITE A
WENATCHEE WA 98801

1101562 10/06/2003 11/08/2024
License Number Issue Date Expiration Date

Teresa Bernisen
Teresa Bernisen, Director



[R/7/19]

Pacific Appraisal Associates, PLLC

37 S. Wenatchee Avenue, Suite A
 Wenatchee, WA 98801
 Attn: Mary Rose

509-662-8900 / Fax: 509-664-3260
 www.pacapp.com

Invoice

**WE HAVE MOVED
 PLEASE UPDATE YOUR RECORDS
 TO REFLECT OUR NEW ADDRESS
 THANK YOU**

| Date | Invoice # |
|------------|------------|
| 10/25/2022 | 22-32-6984 |

| Bill To |
|--|
| City of Tonasket PO Box 487 Tonasket, WA 98855 |

| Delivered To |
|---|
| Alice Atwood clerktreasurer@tonasketwa.gov 509-486-2132 |

| Rep | Date Delivered | Due Date |
|-----|----------------|------------|
| DP | 10/25/2022 | 10/25/2022 |

| Item Code | Description | Amount |
|-----------|---|----------|
| Denise P | Appraisal Report prepared by Denise Permin A 1.06-acre Site NNA Hwy 7 Tonasket, WA 98855 Parcel# 8810330200 | 3,300.00 |

| | | | |
|-------------------------------|--|------------------|-------------------|
| "PDF" | | Payments/Credits | \$0.00 |
| Total Due Upon Receipt | | | \$3,300.00 |

Federal ID #: 91-1704374

Make checks payable to Pacific Appraisal Associates. Accounts past 30 days are subject to a service charge of 1.5% per month. THANK YOU for you business.



Federal Interagency Agreement with

City of Tonasket

through

Community Development Block Grant (CDBG) Program
General Purpose Grant

Contract Number: 22-62210-027

For

Perfect Passage Phase I Construction

Dated: 08/08/2022



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Face Sheet

Contract Number: 22-62210-027

**Local Government Division
Community Assistance and Research Unit
CDBG General Purpose Grant**

| | | | | |
|--|---|---|--|--|
| 1. Grantee City of Tonasket PO Box 487 Tonasket, WA 98855 | | 2. Grantee Doing Business As (optional) N/A | | |
| 3. Grantee Representative Alice Attwood, Town Clerk (509) 486-2132 clerktreasurer@tonasketwa.gov | | 4. COMMERCE Representative Michelle Reilly, Project Manager PO Box 42525/1011 Plum Street SE, Olympia, WA 98504 (360) 764-3739 michelle.reilly@commerce.wa.gov | | |
| 5. Grant Amount \$987,000 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: | 7. Start Date 08/08/2022 | 8. End Date 1/31/2027 | |
| 9. Federal Funds \$987,000 | Federal Agency: U.S. Department of Housing and Urban Development (HUD) | ALN (CFDA #): 14.228 | Indirect Rate (if applicable): N/A | |
| 10. Tax ID # On file | 11. SWV # SWV0007720 | 12. UBI # 247-000-078 | 13. UEI # HHJ2EBFPGCB3 | |
| 14. Grant Purpose Perfect Passage Phase I Construction - A full description of the project is in Attachment "A" Scope of Work and Budget. | | | | |
| 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 and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work and Budget. | | | | |
| FOR GRANTEE _____ The Honorable René Maldonado, Mayor _____ Date | | FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY Sandra Adix, Assistant Attorney General 09-02-2022 | | |



Special Terms and Conditions

1. Definitions

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.
- C. "Subgrantee" or "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" or "subcontractor" mean subcontractor(s) in any tier.
- D. "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.

2. Authority

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

3. Acknowledgement of Federal Funding

Federal Award Date: August 29, 2022

Federal Award Identification Number (FAIN): B-22-DC-53-0001

Total amount of the federal award: \$12,719,519

Awarding official: Carma Reed, Acting HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. B-22-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

4. 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 Contract.

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

5. Compensation and Expenses

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work in Attachment "A" - Scope of Work and Budget.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.



6. 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.

7. Indirect Costs

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists, a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

8. Billing Procedures and Payment

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

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, including completion of the Environmental Review and the release of funds (if applicable).

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

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

The 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 subcontractors/subrecipient.

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



9. Audit

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement. The Grantee shall send all single audit documentation to [Federal Audit Clearinghouse](#).

10. Fraud and Other Loss Reporting

Contractor/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.

11. Debarment

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
 - i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.



- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. Insurance

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

13. Acquisition and Disposition of Assets

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489, 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

14. Environmental Review

General Purpose and Economic Opportunity Grants

COMMERCE shall not release funding to a Grantee until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Planning-Only Activities and Public Services Activities

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local



environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

15. Historical or Cultural Artifacts, Human Remains

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP). If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

16. Laws

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

- Housing and Community Development Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.

17. Performance Reporting

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

18. Program Income

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in Attachment A - Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

19. Subcontracts for Engineering Services

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.



20. Closeout

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A.** All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B.** The Grantee has held a public hearing to review program performance.
- C.** The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.

21. 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 and Budget
- Community Development Block Grant (CDBG) policies and procedures including the CDBG Management Handbook, prepared by Commerce, located at www.commerce.wa.gov/CDBG
- COMMERCE grant award letter to Grantee
- Grantee's application for funding



General Terms and Conditions

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 Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "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.
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subgrantee" or "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. 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.

3. 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.



4. Assignments

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

5. Confidentiality and Safeguarding of Information

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.

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.

6. Copyright

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.

7. Disputes

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

6. Governing Law and Venue

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

8. Indemnification

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

9. 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 Grant.

10. 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 Grantee.

11. 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 Grantee.

The Grantee shall retain such records for a period of six (6) 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.

12. 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 suspend or 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.

13. 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.

14. Subgranting/Subcontracting

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

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

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

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

15. 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.

16. 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 contract. 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 contract, 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.



17. 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.

18. Termination Procedures

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this contract, 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 contract. 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:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** 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;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.



19. 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 contract.
- 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 contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

20. 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.

ATTACHMENT A - SCOPE OF WORK AND BUDGET
Grantee: City of Tonasket | Contract No. 22-62210-027

Project Description / Deliverable

The City of Tonasket is awarded a CDBG General Purpose Grant for Perfect Passage Phase I Construction. The project will result in improvements to streets and safe access to sidewalks. Major components of the project include water pipe replacement, sidewalk improvements, replacing sanitary sewer pipes, updating storm water piping and street paving.

The project will provide an area benefit to the City of Tonasket service area consisting of approximately 1,095 persons with 72.2% percent having low- and moderate-incomes based on 2019 HUD LMI data. The project will accomplish HUD’s outcome of increasing the community’s availability and access to sustainable infrastructure systems to achieve HUD’s objective of creating suitable living environments.

Project Budget

| CDBG Funding | | Leveraged Other Funding | | Total Funding |
|---------------------------|------------------|--------------------------|--------------------|--------------------|
| Budget Code & Description | Amount | Other Federal \$ | \$292,660 | |
| 03K - Streets | \$987,000 | Other State \$ | \$4,066,040 | |
| | | Local Public\$ | | |
| | | Private \$ | | |
| Total CDBG Funds | \$987,000 | Total Other Funds | \$4,358,700 | \$5,345,700 |

Project Activities

Milestones

| | |
|--|--|
| <ul style="list-style-type: none"> Execute grant contract with Commerce and establish administrative, financial, reporting and record keeping systems. Complete the environmental review in compliance with Federal related laws and authorities listed at 24 CFR 58.5 and 58.6 and request CDBG release of funds. | Before first payment request |
| <ul style="list-style-type: none"> Procure engineer/architect/ in compliance with state and CDBG requirements, including outreach to MWBE and Section 3 local business participation; verify all parties do not have an active exclusion record in SAM.gov and include required federal provisions in the contract. | Before incurring costs for professional services |
| <ul style="list-style-type: none"> Prepare and submit payment requests with supporting documentation to Commerce. | Not more than monthly |
| <ul style="list-style-type: none"> As necessary, arrange an audit with the Washington State Auditor in accordance with the <i>Uniform Guidance, 2 CFR 200, Subpart F- Audit Requirements.</i> | Annually |
| <ul style="list-style-type: none"> Prepare bid documents in consultation with CDBG project manager. | Before construction bid advertisement |
| <ul style="list-style-type: none"> Procure construction contract in compliance with state and CDBG requirements including outreach to MWBE and Section 3 local businesses. Verify contractor/subcontractors do not have an active exclusion record in SAM.gov and include documentation in CDBG file. | Before award of construction contract |
| <ul style="list-style-type: none"> Review certified payrolls and submit labor standards package. | Before first construction payment request |
| <ul style="list-style-type: none"> Regularly monitor engineering, weekly certified payrolls, and construction for compliance with applicable federal and state regulations, and conduct progress meetings. | Weekly during construction |
| <ul style="list-style-type: none"> Complete applicable civil rights requirements. Conduct a final public hearing to review project performance, resolve all monitoring issues with CDBG, and submit a CDBG Contract Closeout Report. | Before final payment request |
| <ul style="list-style-type: none"> Meet the CDBG national objective of principally benefiting low- and moderate-income persons. | Before contract end date |

Certificate Of Completion

Envelope Id: A50A606FEB754730A7E79DAF04DD3BCA
 Subject: Please DocuSign: Tonasket 2022 CDBG contract for review
 Division:
 Local Government
 Program: CDBG General Purpose
 ContractNumber: 22-62210-027
 DocumentType: Contract
 Source Envelope:
 Document Pages: 16
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Michelle Reilly
 1011 Plum Street SE
 MS 42525
 Olympia, WA 98504-2525
 michelle.reilly@commerce.wa.gov
 IP Address: 147.55.134.44

Record Tracking

| | | |
|---|--|--------------------|
| Status: Original 10/25/2022 8:57:36 AM | Holder: Michelle Reilly michelle.reilly@commerce.wa.gov | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Washington State Department of Commerce | Location: DocuSign |

Signer Events

Jon Galow
 jon.galow@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

Signature

Completed
 Using IP Address: 198.239.106.157

Timestamp

Sent: 10/25/2022 9:16:02 AM
 Viewed: 10/25/2022 9:19:10 AM
 Signed: 10/25/2022 9:24:55 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Alice Attwood
 clerktreasurer@tonasketwa.gov
 Security Level: Email, Account Authentication
 (None)

Sent: 10/25/2022 9:24:57 AM
 Viewed: 10/25/2022 9:30:28 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2022 9:30:28 AM
 ID: a098a7fe-6538-4cef-8249-788f47cada85

Mayor René Maldonado
 mayor@tonasketwa.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/14/2022 1:41:14 PM
 ID: 44f73b7c-b2bf-48e4-b366-a9f39e61f9dc

Alice Zillah
 alice.zillah@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tony Hanson
 tony.hanson@commerce.wa.gov
 Security Level: Email, Account Authentication
 (None)

Signer Events**Signature****Timestamp**

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley
mark.barkley@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/25/2022 9:16:02 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Low-Income Water Assistance Program Vendor Agreement

This agreement, dated as of **October 1, 2022**, is entered into by and between **Okanogan County Community Action Council**, and **City of Tonasket**, a supplier of home water/sewer services.

PURPOSE

Funding for Low-Income Water Assistance Program (LIHWAP) payments are governed by Federal Law 42 U.S.C. 8624: Low-Income Home Energy Assistance Act of 1981, and subsequent amendments. This act requires that certain assurances be satisfied before utility assistance payments are made, on behalf of eligible individuals, to suppliers of home water/sewer services. This agreement defines the conditions that the Utility Vendor must agree to so that the Agency can make assistance payments to the Utility Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for LIHWAP payments.
2. Follow procedures that minimize the time elapsing between the receipt of LIHWAP funds and their disbursement to the vendor.
3. Make payments in a timely manner to the Vendor on behalf of eligible households between **October 1st and September 30th** of the program year for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of LIHWAP funds from other operating funds of the agency.
5. Notify vendor of customer's eligibility and the benefit amount available for vendor services.
6. Incorporate policies that assure the confidentiality of eligible household's water usage, balance, and payments.

Utility Vendor Responsibilities

The Utility Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four years from the date of this agreement, or longer if the utility vendor is notified that a fiscal audit for a specific program year is unresolved.



5. Not treat adversely, or discriminate against any household that receives LIHWAP payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the Agency, provide eligible customers' utility bill or account information for the sole purpose of determining the customers' benefit.
7. Make records available for review by authorized staff of the Agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

Required records for audit purposes

The Vendor will keep records showing the following:

1. Name and address of households who received LIHWAP payments.
2. Amount of assistance accrued to each household.
3. Source of payment, (LIHWAP Assistance, ERAP, etc.)

Credit Balances

If a customer has a credit balance and no longer needs services from the utility Vendor, the Vendor shall:

1. Forward a check in the amount of any remaining credit balance directly to the customer, or, if directed by the customer, forward a two-party check for this balance to the customer in the customer's name and the name of the new home utility vendor.
2. If the customer dies leaving a credit balance resulting from a LIHWAP payment, the remaining credit becomes part of the customer's estate.
3. The utility Vendor shall dispose of all unclaimed credit balances according to customary procedures or applicable Washington State law.



City Other Provisions:

Term of Agreement

This agreement is effective from the date of execution for the current program year, which is defined as October 1st through September 30th and must be renewed on an annual basis.

Termination

This agreement may be terminated by either party with thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of this agreement. If LIHWAP funding is withdrawn, reduced, or eliminated by The Department of Commerce, the Agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits, and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Vendor and the Agency do hereby agree to the conditions set forth in this agreement.

Agency

Vendor

Signature

Signature

Jennifer Short

Printed Name

Printed Name

LIHWAP Program Coordinator

Title

Title

Okanogan County Community Action Council

Name of Company

Name of Company

Date

Date

(509) 422-4041

Phone Number

Phone Number

**INTERLOCAL AGREEMENT FOR
ASSISTING NEIGHBORING CITY, TOWN OR COUNTY**

THIS AGREEMENT between the CITY OF TONASKET, a political subdivision of the State of Washington, and the OKANOGAN COUNTY TOURISM COUNCIL.

WITNESSETH:

WHEREAS, the Okanogan County Tourism Council, a private, nonprofit organization within Okanogan County is seeking to install tourism related information kiosks throughout the county to aid our locals and visitors, and the City of Tonasket has requested a kiosk be installed.

~~**WHEREAS**, on (DATE), Tonasket City Council approved Resolution _____, authorizing the Mayor to execute Interlocal Agreements of this type, and report the Agreement at the first regular meeting of the Tonasket City Council following the execution of the agreement.~~

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish an understanding between **the Okanogan County Tourism Council** and the City of Tonasket in the realm of the installation and maintenance of an informational kiosk.

2. **SCOPE:** This agreement shall allow the following activities:
Tourism Council Responsible for: Installation of the kiosk at site determined by the city. Tourism Council is responsible for costs associated with construction of kiosk and sign and replacement of sign or kiosk if needed.

City of Tonasket responsible for: assisting with the sign design and information for the sign, and assistance with

3. **DURATION OF AGREEMENT – TERMINATION:** This agreement shall remain in force until the incident described in this document has ended, or until cancelled by either party in writing.

4. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

~~5. **FILING:** Executed copies of this agreement shall be filed, or alternatively, listed by subject on the City of Tonasket and Entity's web site or other electronically retrievable public source, as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.~~

6. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

7. **HOLD-HARMLESS:** The Parties agree that the employee(s)/operator(s) of the City of Tonasket are employees of the City of Tonasket only, and in no way shall be deemed to be employees of the Entity. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees, and shall indemnify the other against any damages, claims or causes of action resulting from the Parties performance as required under this agreement, Neither

party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

8. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

9. VENUE: The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

APPROVED: ENTITY

APPROVED: CITY OF TONASKET

OKANOGAN COUNTY TOURISM COUNCIL

Name

Print Name

Print Name

Signature

Signature

Title

Title

Date

Date

Alice Attwood

Subject: Tonasket City Council Meeting
Location: <https://us02web.zoom.us/j/86903124209>
Start: Tue 11/8/2022 6:00 PM
End: Tue 11/8/2022 9:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
<https://us02web.zoom.us/j/86903124209>

Meeting ID: 869 0312 4209
One tap mobile
+12532158782,,86903124209# US (Tacoma)
+17193594580,,86903124209# US

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 719 359 4580 US
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC) Meeting ID: 869 0312 4209 Find your local number:

<https://us02web.zoom.us/u/kb4LIQi5Bs>