



## **TOWN COUNCIL AGENDA**

**March 26, 2024 6PM**  
Garden Club  
622 S. Second Street

Skagit County Washington  
Incorporated 1890  
[www.townoflaconner.org](http://www.townoflaconner.org)

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### **I. Call to Order**

### **II. Pledge of Allegiance**

### **III. Public Comments (Limit: 3 minutes per person)**

### **IV. Presentations:** (1) 2024 Tulip Festival Poster - Tulip Festival Director Nicole Roozen (2) Parks Commission – Ollie Iversen

### **V. CONSENT AGENDA**

#### **A. Consent Agenda (Approved without objection 5/0)**

1. Approval of the Minutes: Council Meeting of March 12, 2024  
Finance:  
Approval of Accounts Payable  
Approval of Payroll

### **VI. REPORTS**

1. Administrator's Report
2. Mayor's Report
3. Council Committee Reports

### **VII. UNFINISHED BUSINESS:**

1. Center Street Project – Discussion
2. Jensen Property - Discussion
3. Agreement – David Evans & Assoc. (Jordan Park & 1<sup>st</sup> St. Surveys)

### **VIII. NEW BUSINESS**

1. Agreement - Skagit County Sheriff Policing (Amendment)
2. Agreement - WA State Department of Enterprise Services
3. Agreement - WA State Dept. of Commerce Climate Planning Grant
4. Agreement - Civic Plus – Audio (ADA) Upgrades
5. Agreement - Civic Plus – Media Implementation & Storage
6. Agreement – TIB Washington, Road & Maple Pedestrian Improvements Grant

### **IX. MAYOR ROUNDTABLE**

### **X. EXECUTIVE SESSION**

There may be an executive session immediately preceding or following the meeting as allowed by RCW 42.30.110 and as announced by the presiding officer.

# **Consent Agenda**

- 1) Approval of Minutes**
- 2) Approval of Accounts Payable**
- 3) Approval of Payroll**

***Town of La Conner***  
Town Council Meeting  
March 12, 2024 – 6:00 p.m.

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The meeting of the La Conner Town Council was called to order at 6:00 p.m. by Mayor Hanneman.

Present: Councilmembers Taylor, Carlson, Dole, Chamberlain and Wohleb.

Also present: Administrator Thomas, Finance Director DeGoede, Public Works Director Lease, Planner Davolio, Fire Chief/Code Enforcement Officer Reinstra and Sgt. Holmes of the Sheriff's Department.

**Public Comments:**

Resident Gary Nelson reviewed the plans for the 306 Center Street Project but still has some questions. Mayor Hanneman suggested he make an appointment to discuss it with the Planning Department.

Resident Linda Talman noted the elevator in the 306 Center Street Plans accommodates one wheelchair, but probably not a gurney if there was a need to get someone from a higher floor.

Georgia Johnson owner of 307 Center Street recommended the Fire Department review the 306 Center Street Plans very closely for emergency vehicle access.

**Consent Agenda:**

Approval of Agenda

Approval of the Minutes of the February 27, 2024 Council Meeting.

**Accounts Payable:**

Checks	26868 - 26908	\$135,159.20
Electronic Pmts.	2018204 – US Bank Fees	\$109.64
	<u>2018205 – Invoice Cloud Fees</u>	<u>\$165.00</u>
	<b>Total Accounts Payable</b>	<b>\$135,433.84</b>

**Payroll of March 5, 2024:**

Checks 5863- 5870		\$2,198.02
AWC Benefit Trust	#2018199	\$11,710.94
Deferred Comp	#2018200	\$2,466.09
PERS Retirement	#2018201	\$11,351.93
Teamsters Benefit	#2018202	\$8,926.00
Auto Payroll Taxes	#2018203	\$9,397.04
<u>Payroll Auto Deposit</u>		<u>\$26,815.05</u>
	<b>Total Payroll</b>	<b>\$72,865.07</b>

**Councilmember Chamberlain moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Wohleb. Motion carried 5/0.**

**Chamber Report:**

Chamber Director reported the Pet Parade turned out to be a very windy and cold day. The ticket sales for the Murder Mystery are up to par with last year, and the visitors, calls and emails are increasing for information on the upcoming events. He submitted a social media grant for \$44,500 to help with photography, videos and consulting. Also, he has a meeting next week with the Director of the White Rock Chamber of Commerce to rekindle the sister city relationship and working collaterally for both communities.

**Revenue & Expenditure Reports:**

Mayor Hanneman stated as of February, the sales taxes have dropped \$16,069 from last year. However, the Hotel Motel funds are holding steady.

**Department Head Reports:**

Administrator Thomas discussed the following:

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- Jenson Property - Currently the Town is accepting public comments until the end of April to be included in what has already been compiled.
- Public Works will begin removing the sandbags throughout the Town
- Discussed the upcoming Council retreat planned for May or June. Suggested having in Town to cut costs.
- He is drafting an agreement with Wilson Engineers out of Bellingham for the WWTP Upgrades. The expected cost is around \$200,000, but we do have a grant in the amount of \$164,000 to apply towards it.

#### **Planning Report:**

Planner Davolio explained 212 State Street property was approved for a two-lot short-plat, which will accommodate two single family homes plus two accessory dwelling units.

#### **Fire Department Report:**

Chief Reinstra has been focusing on the new construction in Town and making sure the permits have been issued.

#### **WWTP:**

Administrator Thomas explained the current treatment plant operator, Kelly Wynn, is slowly stepping back and selling the business to his sons who are actively working at the plant. His son Kevin will be the primary contact and will start attending future Council meetings.

#### **Sheriff's Department:**

There was a complaint by locals of speeding on Maple Avenue. Sgt Holmes was told about it and has already been monitoring it.

#### **Mayor's Report:**

Mayor Hanneman shared her Mayor's Meeting went well. Leon John gave a presentation on the wellness center and the plans for the apartments on Maple Avenue. She also met with the Mayor from White Rock to initiate coordinating our Chamber and theirs to rekindle the sister city relationship. Mayor Hanneman also met with Community Action. They are partnering with property owners to build homes.

#### **Council Committee Reports:**

##### **Emergency Management Commission:**

Commissioner Gerald George reported they are continuing to work on the Emergency Management Plan and will have a meeting on the 19<sup>th</sup> of March that be specifically focused on it. Also, the Commission attended the La Conner Retirement Inn community meeting presenting the Emergency Management Plan, which was very well attended.

##### **Communication Committee:**

Councilmember Chamberlain explained the La Conner Retirement Inn meeting was a success with representatives from the Emergency Management Commission, Fire Chief Reinstra and their own representative Shawn Miller. The information included the coalition of the Town, the County and the facility emergency plans. After the meeting, residents expressed their confidence we have their best interest in mind and they will be taken care of.

##### **Parks Commission:**

Councilmember Wohleb noted they are figuring out a street replacement program for Morris Street. Also, the Waterfront Pavilion is coming along.

#### **Center Street Project:**

Planner Davolio stated he did receive an updated application, but it is still in the review process to be sure it is complete and meets the code requirements. Hopefully he will have more information at the next meeting.

#### **Jensen Property:**

Planner Davolio shared there will be a Community Mingle on April 16<sup>th</sup>, with the Jensen Property as the topic, to encourage discussion on options of use. Mayor Hanneman noted her Mayor's Meeting following the Community Mingle will be a continuation of the discussions.

**UDC Amendments:**

Planner Davolio explained there has been recommendations from both staff and the Planning Commission. It is now before Council for a preliminary approval so it can go for the State 60-day review.

**Councilmember Wohleb moved to approve the preliminary UDC Amendments for State review. Motion seconded by Councilmember Dole. Motion carried 5/0.**

**Transportation Benefit District:**

Administrator Thomas stated last Fall the Town formed the Transportation Benefit District and last month Council officially took it over. Now Council needs to decide how to fund it, either by sales tax or through vehicle tabs and what projects that will be funded by it. Staff recommendation is to impose a councilmanic sales tax of 0.10% with an allocation of half towards maintaining our transportation system and the other half banked for the First Street extension project. If Council agrees with the recommendations, he will draft an ordinance reflecting this.

**It was the Consensus of the Council to collect the Transportation Benefit District funds through sales tax at 0.10 % with the allocation of the funds to be divided between maintaining the transportation system and banked for the First Street extension project.**

**Ordinance No. 1244 Town Hall Hours of Operation:**

Administrator Thomas explained this will meet the need to block time for employees to focus on work without interruptions. A revised ordinance was handed out with the addition of an effective date of April 29, 2024, and the office will open a half an hour earlier. New Town Hall Hours will be Monday through Thursday 8:30 am to 4:00 pm. Closed on Fridays. The reason we chose April 29<sup>th</sup> is that it is a Monday, and also it gives time for public awareness.

**Councilmember Taylor moved to approve Ordinance No. 1244 establishing Town Hall hours of operation. Motion seconded by Councilmember Carlson. Motion carried 5/0.**

**Proclamation – Food Waste Prevention Week:**

Mayor Hanneman presented the Proclamation for Food Waste Prevention Week for April 1, 2024 through April 7, 2024.

**Councilmember Dole moved to approve the Mayor to sign the Proclamation for Food Waste Prevention for the week of April 1 though 7, 2024. Motion seconded by Councilmember Wohleb. Motion carried 5/0.**

**Agreement – Sedro Woolley Yard Waste:**

Administrator Thomas explained this is an interlocal agreement and is pretty much the same as the one we currently have with the City of Mount Vernon, for dumping the city's yard waste at the WWTP.

**Councilmember Chamberlain moved to approve the Mayor to sign the Agreement with the City of Sedro Woolly for Yard Waste. Motion seconded by Councilmember Wohleb. Motion carried 5/0.**

**Agreement – Landscape Maintenance – Simply Yards:**

Public Works Director noted this is the annual landscaping agreement. He only received one bid, so that was our choice. They do an excellent job and recommended Council to approve the agreement.

**Councilmember Carlson moved to approve the Mayor to sign the Landscape agreement with Simply Yards. Motion seconded by Councilmember Taylor. Motion carried 5/0.**

**Agreement – Astound/Wave Internet Upgrade:**

Staff explained Town Hall is currently grandfathered into a 20 MB plan, which is no longer offered. There are issues with having meetings downstairs and accessing internet. This upgrade will bring the internet to 200 MB uploading and downloading speeds. Currently Astound/Wave is our only provider at this time.

**Councilmember Dole moved to approve the Mayor to sign the agreement with Astound/Wave for the Town Hall internet upgrades and increased cost. Motion seconded by Councilmember Carlson. Motion carried 5/0.**

**Resolution 639 – In Recognition of Emergency Management Commissioner Duane Carpenter:**

Administrator Thomas shared Commissioner Carpenter passed away recently. This Resolution is in recognition of his work as a commissioner on the Emergency Management Commission.

**Councilmember Wohleb moved to approve Resolution 639 in recognition of Emergency Management Commissioner Duane Carpenter. Motion seconded by Councilmember Dole. Motion carried 5/0.**

**Public Works Seasonal Hire:**

Public Works Director Lease requested to hire a seasonal worker for up to six months to keep up with the duties such as removing the sand bags in Town and yard waste collection. He is down an employee for up to six months. This position was not in the approved budget, but he will not need an increase of expenditures to cover the wages. He is asking the Council for approval to hire the extra seasonal worker.

**Councilmember Chamberlain moved to approve Public Works hire of the Seasonal Worker. Motion seconded by Councilmember Carlson. Motion carried 5/0.**

**Mayor Roundtable:**

Councilmember Wohleb discussed the successful Solarize Skagit Kickoff Campaign hosted by MONA, and a Maritime Industry Informational Zoom meeting on March 20<sup>th</sup>. Councilmember Carlson is involved in going to the Puget Sound schools, educating students on Maritime jobs and carriers.

**There being no further business the meeting ended at 7:05 p.m.**

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Maria DeGoede, Finance Director

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Marna Hanneman, Mayor



# TOWN OF LA CONNER

## CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for the March 26, 2024 Claims have been received and that;

Checks Numbered: 26909 - 26935 \$58,814.88

Auto Payments: #2018207 – Excise Tax \$7,768.78

Are approved for a total payment of \$66,583.66 this 26<sup>th</sup> day of March 2024.

  
Finance Director

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember

# Voucher Directory

Fiscal: 2024 - March  
Council Date: 2024 - March - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Arne Svendsen Trucking, Inc.	26909				
		Invoice - 61406		2024 - March - 2nd Council Meeting	
			1 1/4" x 0" Crushed Rock		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$807.70
		Total Invoice - 61406			\$807.70
Total Arne Svendsen Trucking, Inc.					\$807.70
Canon Financial Services INC.	26910				
		Invoice - 32254320		2024 - March - 2nd Council Meeting	
			Copier Lease		
			001-000-518-30-40-00	Lease Agreement Tax	\$10.47
			001-000-591-31-70-00	Rents & Leases - Longterm	\$121.67
				70%	
			401-000-534-80-40-00	Lease Agreement Tax	\$2.24
			401-000-591-31-70-00	Rents & Leases - Longterm	\$26.07
				15%	
			409-000-535-80-40-00	Lease Agreement Tax	\$2.24
			409-000-591-31-70-00	Rents & Leases - Longterm	\$26.07
				15%	
		Total Invoice - 32254320			\$188.76
Total Canon Financial Services INC.					\$188.76
Cascade Natural Gas Corp	26911				
		Invoice - CascadeGasMar2024		2024 - March - 2nd Council Meeting	
			Utility - Gas		
			001-000-518-30-47-00	Public Utility Services	\$365.88
				204 Douglas-Town Hall	
			001-000-522-20-47-00	Public Utility Services	\$357.53
				12142 Chilberg-Fire Hall	
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$734.99
				108 Commercial-MH/MC	
			003-000-575-50-47-02	Public Utility Services-GC	\$371.12
				622 S 2nd Street-GC	



Vendor	Number	Reference	Account Number	Description	Amount
Total Cascade Natural Gas Corp	Total 26911		401-000-534-80-47-00	Public Utility Services	\$526.88
			604 N 3rd Street - PW		
			409-000-535-80-47-00	Public Utility Services	\$1,061.41
			12154 B Chilberg - Sewer		
Crystal Springs	26912		409-000-535-80-47-00	Public Utility Services	\$503.24
			12154 Chilberg - WWTP		
			Total Invoice - Cascade Gas		\$3,921.05
			Mar2024		\$3,921.05
Total Crystal Springs	Total 26912		Invoice - 5383122 032024	2024 - March - 2nd Council Meeting	
			Water/Distilled Water		
			001-000-518-30-47-00	Public Utility Services	\$76.38
			409-000-535-80-31-02	Lab Supplies	\$59.57
Edge Analytical	26913		Total Invoice - 5383122 032024	WWTP Distilled Water	\$135.95
					\$135.95
					\$135.95
Total Edge Analytical	Total 26913		Invoice - 24-06486	2024 - March - 2nd Council Meeting	
			Coliform Testing		
			401-000-534-80-41-00	Professional Services	\$25.00
				Water Testing Samples	\$25.00
Fastenal Company	26914		Total Invoice - 24-06486		
			Invoice - MEC0009		
			SM9215E - HPC Compliance		
			401-000-534-80-41-00	Professional Services	\$61.00
Total Fastenal Company	Total 26914		Total Invoice - MEC0009	Water Testing Samples	\$61.00
					\$61.00
					\$86.00
					\$86.00
Total Fastenal Company	Total 26914		Invoice - WAANA154420	2024 - March - 2nd Council Meeting	
			Wipers		
			409-000-535-80-31-02	Lab Supplies	\$176.55
			Total Invoice - WAANA154420		\$176.55

Vendor Number	Reference	Account Number	Description	Amount
Total 26914 Total Fastenal Company	Invoice - WAAANA154551			
		Disposable Gloves 002-000-576-80-31-01	Restroom Supplies	\$53.88
	Total Invoice - WAAANA154551			\$230.43
Total 26915 Ferguson Enterprises Inc #3011	Invoice - 2375107		2024 - March - 2nd Council Meeting	
		Maple Hall Toilet Replacements 003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$6,305.69
	Total Invoice - 2375107			\$6,305.69
Total 26916 Frontline Cleaning Services	Invoice - 36079		2024 - March - 2nd Council Meeting	
		Public Restroom Cleaning 003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$2,510.00
	Total Invoice - 36079			\$2,510.00
Total 26917 Grainger	Invoice - 9045639391		2024 - March - 2nd Council Meeting	
		Sanding Block & Sanding Paper 409-000-535-80-48-01	Plant Repair & Maintenance	\$68.61
	Total Invoice - 9045639391			\$68.61
Total 26917 Total Grainger	Invoice - 9045710648			
		Paint Roller Covers 409-000-535-80-48-01	Plant Repair & Maintenance	\$34.48
	Total Invoice - 9045710648			\$103.09
Total 26918 Guardian Security	Invoice - 1465304		2024 - March - 2nd Council Meeting	
		Town Hall/Sheriff/Public Works Security Monitoring 001-000-518-30-48-01	Building Repair & Maintenance	\$423.54
		Town Hall & Sheriff Alarm Monitoring 003-000-575-50-41-00	Professional Services	\$615.92
		MH Alarm Monitoring		



Vendor	Number	Reference	Voucher Number	Description	Amount
Total Napa Auto Parts	26921	Invoice - 1438-538384			
		Core Deposit			
		403-000-531-38-48-00			\$235.38
		Total Invoice - 1438-538384			\$235.38
		Invoice - 1438-538487			
		Tran Fill & Oil Fill for the Sweeper			
		005-000-543-10-48-02			\$2.05
		Total Invoice - 1438-538487			\$2.05
		Invoice - 1438-538658			
		Air Filters & Spark Plugs			
North Hills Resources	26922	403-000-531-38-35-00			\$64.38
		Total Invoice - 1438-538658			\$64.38
		Invoice - 1438-538680			
		FHP Belt			
		005-000-542-64-35-00			\$14.64
		Total Invoice - 1438-538680			\$14.64
		Invoice - 1438-538848			
		2.5 DEF			
		401-000-534-80-48-02			\$14.11
		Total Invoice - 1438-538848			\$14.11
Total North Hills Resources	26922	Vehicle Repair & Maintenance			\$2,485.72
					\$2,485.72
		2024 - March - 2nd Council Meeting			
		Invoice - 39495			
		Wood Chips			
		412-000-554-90-48-05			\$2,606.40
		Total Invoice - 39495			\$2,606.40
		Invoice - 39585			
		Wood Chips			
		412-000-554-90-48-05			\$2,416.35
NorthWest Clean Air Agency	26923	Total Invoice - 39585			\$2,416.35
		Compost Testing/Materials			\$5,022.75
					\$5,022.75
		2024 - March - 2nd Council Meeting			
		Invoice - 15125			
		Annual Emission Testing			
		409-000-535-80-49-02			\$495.16
		Intergovernmental Permits			\$495.16
		412-000-554-90-48-05			\$990.32
		Compost Testing/Materials			\$990.32
Total NorthWest Clean Air Agency	26923	Total Invoice - 15125			\$990.32
					\$990.32

Vendor	Number	Reference	Account Number	Description	Amount
Pape' Machinery Exchange	26924	2024 - March - 2nd Council Meeting			
		Invoice - 15105546			
		Platinum Bar, AutoCut, Trimmer, Set of PickU, Air Filter			\$89.97
		002-000-576-80-48-03 System Repair & Maintenance			\$89.97
Total Invoice - 15105546					\$89.97
Total 26924					
Total Pape' Machinery Exchange					
Port of Skagit Co.	26925	2024 - March - 2nd Council Meeting			
		Invoice - 57750A			
		Propane			\$52.78
		005-000-543-10-48-00 Repair & Maintenance			\$52.78
Total Invoice - 57750A					\$52.78
Total 26925					
Total Port of Skagit Co.					
Puget Sound Energy	26926	2024 - March - 2nd Council Meeting			
		Invoice - PSEMar2024			
		Utility - Electric			
		001-000-518-30-47-00 Public Utility Services			\$271.91
		204 Douglas St -Town Hall			
		001-000-522-20-47-00 Public Utility Services			\$440.89
		12142 Chilberg - Fire Dept			
		002-000-576-80-47-00 Public Utility Services			\$27.54
		1339 Conner Way Lights - Pioneer Park Lights			
		002-000-576-80-47-00 Public Utility Services			\$13.29
		1340 Conner Way Street Light			
		002-000-576-80-47-00 Public Utility Services			\$131.54
		1339 Connor Way - Pioneer Park Gazebo			
		002-000-576-80-47-00 Public Utility Services			\$22.54
		100 Morris - Gilkey Square			
		002-000-576-80-47-00 Public Utility Services			\$171.26
		100 Washington Ave Light- St End Park			
		003-000-575-50-47-01 Public Utility Services-MH/MC			\$10.85
		104 Commercial - Maple Hall			
		003-000-575-50-47-02 Public Utility Services-GC			\$48.15
		622 S 2nd Street - Garden Club			
		003-000-575-50-47-05 Public Utility Svcs-Restrooms			\$166.64
		304 Morris St -Public Restroom			
		003-000-575-50-47-05 Public Utility Svcs-Restrooms			\$108.34
		613 1st Street - Public Restroom			
		005-000-542-63-47-00 Public Utility Services			\$29.38
100 Sherman St. Street Light					

Vendor	Number	Reference	Account Number	Description	Amount
			005-000-542-63-47-00	Public Utility Services	\$315.87
			1st Street Lights #220005384221		
			005-000-542-63-47-00	Public Utility Services	\$68.00
			12100 Chilberg - Flag pole/Monument lights		
			005-000-542-63-47-00	Public Utility Services	\$586.76
			125 1st Street LC Post Office #300000002505		
			005-000-542-63-47-00	Public Utility Services	\$825.03
			Street lights Acct #300000001705		
			005-000-542-63-47-00	Public Utility Services	\$74.45
			3rd & Douglas		
			401-000-534-80-47-00	Public Utility Services	\$14.52
			1200 S 4th St - Water Tank		
			401-000-534-80-47-00	Public Utility Services	\$328.10
			604 N 3rd Street - PW Shop-300000002695		
			403-000-531-38-47-00	Public Utility Service	\$515.83
			213 Caledonia - Drainage Pump		
			403-000-531-38-47-00	Public Utility Service	\$154.90
			102 S 6th St - Drainage Pump		
			409-000-535-80-47-00	Public Utility Services	\$4,965.77
			12154 Chilberg Rd WWTP		
			409-000-535-80-47-00	Public Utility Services	\$55.60
			622 1st Street - Sewage Vault		
			409-000-535-80-47-00	Public Utility Services	\$10.21
			12154 Chilberg - WWTP Fuel Station		
			409-000-535-80-47-00	Public Utility Services	\$33.95
			602 N 3rd Street - Pump		
			Total Invoice - PSEMar2024		\$9,391.29
			Total 26926		\$9,391.29
Total Puget Sound Energy					\$9,391.29

Skagit - 911

26927

Invoice - 4252

2024 - March - 2nd Council Meeting

2nd Qtr User Fees & Infrastructure

001-000-522-20-49-04 Skagit 911-Fire dispatch

Qtrly Agency fee

Total Invoice - 4252

Total 26927

Total Skagit - 911

\$567.00  
\$567.00  
\$567.00

Vendor Number	Reference	Account Number	Description	Amount
<b>Tillinghast Postal</b>				
26928	Invoice - 124364		2024 - March - 2nd Council Meeting	
		Mayor's Business Cards		\$36.79
		001-000-513-10-41-01	Mayor Professional Services	\$36.79
	Total Invoice - 124364			\$36.79
<b>Total 26928</b>				
<b>Total Tillinghast Postal</b>				
<b>Town of La Conner</b>				
26929	Invoice - C 02-2024		2024 - March - 2nd Council Meeting	
		Sewer Service Charges		\$10,833.34
		412-000-554-90-47-00	Compost Treatment Chgs - 409	\$10,833.34
	Total Invoice - C 02-2024			
	Invoice - S 02-2024			
		Sludge Disposal Costs		\$2,500.00
		409-000-535-80-47-02	Sludge Disposal - 412	\$2,500.00
	Total Invoice - S 02-2024			\$13,333.34
				\$13,333.34
<b>Total 26929</b>				
<b>Total Town of La Conner</b>				
<b>U.S. Bank</b>				
26930	Invoice - Amazon1597803		2024 - March - 2nd Council Meeting	
		Security Stamp, Recorder and Case		\$71.53
		001-000-518-30-31-00	Office & Operating Supplies	\$71.53
	Total Invoice - Amazon1597803			
	Invoice - Amazon3893006			
		Wide Roller Security Stamp		\$13.84
		001-000-518-30-31-00	Office & Operating Supplies	\$13.84
	Total Invoice - Amazon3893006			
	Invoice - Amazon7825057			
		Trailer Tire		\$177.45
		401-000-534-80-35-00	Small Tools & Equipment	\$177.45
	Total Invoice - Amazon7825057			
	Invoice - AWWA/WEF2024			
		DOH Workshop - Palinuck		\$120.00
		401-000-534-80-49-02	Training & Meetings	\$120.00
	Total Invoice - AWWA/WEF2024			
	Invoice - Costco2/27/24			
		Fire Dept. Clam Chowder Feed Supplies (Reimbursed 2/29/24)		\$222.57
		001-000-514-23-49-02	Training & Meetings	\$222.57
	Total Invoice - Costco2/27/24			

Vendor	Reference Number	Account Number	Description	Amount
	<b>Invoice - CraPlnPrp 135477016500</b>			
	<b>Server Backup</b>			
	001-000-518-30-48-00	Server Backup	Computer/Server Maintenance	\$54.25
	<b>Total Invoice - CraPlnPrp 135477016500</b>			<b>\$54.25</b>
	<b>Invoice - DellTech3/3/24</b>			
	<b>New Laptop</b>			
	401-000-534-80-31-00		Office & Operating Supplies	\$1,725.68
	<b>Total Invoice - DellTech3/3/24</b>			<b>\$1,725.68</b>
	<b>Invoice - GreenRiverColg2/16/24</b>			
	<b>Water Cert. - Palaniuk</b>			
	401-000-534-80-49-02		Training & Meetings	\$240.00
	<b>Total Invoice - GreenRiverColg2/16/24</b>			<b>\$240.00</b>
	<b>Invoice - JiffyLube3/8/24</b>			
	<b>Maverick Truck Oil Change</b>			
	001-000-521-70-41-00		Professional Services	\$62.57
	001-000-522-20-48-02		Vehicle Repair & Maintenance	\$62.58
	<b>Total Invoice - JiffyLube3/8/24</b>			<b>\$125.15</b>
	<b>Invoice - MRSCTraining2/29/24</b>			
	<b>MRSC Training - DeGoede</b>			
	001-000-514-23-49-02		Training & Meetings	\$40.00
	<b>Total Invoice - MRSCTraining2/29/24</b>			<b>\$40.00</b>
	<b>Invoice - Pape-15069997</b>			
	<b>Filler Cap, Platinum Bar &amp; Motomix</b>			
	001-000-522-20-48-03		Equip. Repair & Maintenance	\$107.12
	<b>Total Invoice - Pape-15069997</b>			<b>\$107.12</b>
	<b>Invoice - PAWConf2024</b>			
	<b>Planning Conference - Eills</b>			
	001-000-558-60-49-02		Training & Meetings	\$345.00
	<b>Total Invoice - PAWConf2024</b>			<b>\$345.00</b>
	<b>Invoice - PTA2/12/24</b>			
	<b>A Water System Training - Park</b>			
	401-000-534-80-49-02		Training & Meetings	\$100.00
	<b>Total Invoice - PTA2/12/24</b>			<b>\$100.00</b>
	<b>Invoice - USCheifStore2/27/24</b>			
	<b>Fire Dept. Clam Chowder Feed Supplies (Reimbursed 2/29/24)</b>			
	001-000-514-23-49-02		Training & Meetings	\$216.33
	<b>Total Invoice - USCheifStore2/27/24</b>			<b>\$216.33</b>
	<b>Invoice - WSBA2/13/24</b>			
	<b>WSBA Annual Dues</b>			
	001-000-513-10-49-01		Admin Dues & Subscriptions	\$643.09
	<b>Total Invoice - WSBA2/13/24</b>			<b>\$643.09</b>
	<b>Invoice - Zoom-INV245619469</b>			
	<b>Zoom Meetings</b>			
	001-000-518-30-31-00		Office & Operating Supplies	\$257.09
	<b>Total Invoice - Zoom-INV245619469</b>			<b>\$257.09</b>



Vendor	Number	Reference	Account Number	Description	Amount
Total U.S. Bank	Total 26930				\$4,459.10
					\$4,459.10
ULINE	26931			2024 - March - 2nd Council Meeting	
		Invoice - 175553008	Pallet Covers		
			002-000-576-80-48-01	Building Repair & Maintenance	\$376.81
		Total Invoice - 175553008			\$376.81
					\$376.81
Total ULINE	Total 26931				
USA Bluebook	26932			2024 - March - 2nd Council Meeting	
		Invoice - INV00297904	Nutrient Buffer Pillows		
			409-000-535-80-31-02	Lab Supplies	\$153.65
		Total Invoice - INV00297904			\$153.65
		Invoice - INV00303746	Electric Sanitizer		
			409-000-535-80-31-02	Lab Supplies	\$1,396.94
		Total Invoice - INV00303746			\$1,396.94
					\$1,550.59
					\$1,550.59
Total USA Bluebook	Total 26932				
Verizon Wireless	26933			2024 - March - 2nd Council Meeting	
		Invoice - 9958516367	Cell Phones		
			001-000-513-10-42-00	Mayor's Communications	\$73.96
			001-000-521-70-42-00	Mayor	
			001-000-522-20-42-00	Code Enforcement/Split with Fire	\$26.55
			001-000-522-20-42-00	Communications	\$66.56
			001-000-575-50-42-00	Fire Dept./Split w Code & 2nd Remote	\$53.11
			001-000-575-50-42-00	Senior Center Communications	
			401-000-534-80-42-00	Senior Center	\$479.75
				Public Works	
		Total Invoice - 9958516367			\$699.93
					\$699.93
					\$699.93
Total Verizon Wireless	Total 26933				





# Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **March 1, 2024** through **March 15, 2024** are a just, due and unpaid obligation against the Town of La Conner, and that I am authorized to certify to said claim.

  
\_\_\_\_\_  
Maria De Goede, Finance Director

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that:

Payroll checks numbered 5871 through 5877	\$2,269.22
Auto Payroll Taxes #2018206	\$8,539.80
Payroll auto deposit	<u>\$25,547.84</u>
	\$36,356.86

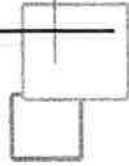
are approved for a total payment of \$36,356.86 this 26<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember

# Register



Account Number	Name	Place Description	Amount
5871	Dept of Labor & Industry	2024 - March - 2nd Council Meeting	\$1,087.15
5872	Employment Security	2024 - March - 2nd Council Meeting	\$72.31
5873	North Coast Credit Union	2024 - March - 2nd Council Meeting	\$150.00
5874	Paid Family & Medical Leave	2024 - March - 2nd Council Meeting	\$191.08
5875	Teamsters Local No. 231	2024 - March - 2nd Council Meeting	\$180.50
5876	Wa Cares Fund	2024 - March - 2nd Council Meeting	\$118.08
5877	Washington State Support Registry	2024 - March - 2nd Council Meeting	\$470.10
2018206	Washington Federal	2024 - March - 2nd Council Meeting	\$8,539.80
Direct Deposit Run -	Payroll Vendor	2024 - March - 2nd Council Meeting	\$25,547.84
3/18/2024			\$36,356.86

# Register Activity

Vendor	Posting Reference	Detail Amount
<b>Direct Deposit Run - 3/18/2024</b>		
Ellis, Ajah G	2024 - March - 2nd Council Meeting	\$25,547.84
Hillard, Margaret A	Posting Run - 3/18/2024 8:48:22 AM	\$1,861.58
Kerley-DeGoede, Maria A	Posting Run - 3/18/2024 8:48:22 AM	\$602.24
Lease, Brian	Posting Run - 3/18/2024 8:48:22 AM	\$2,289.77
Mesman, Benjamin	Posting Run - 3/18/2024 8:48:22 AM	\$3,087.42
Moore, Andrea L	Posting Run - 3/18/2024 8:48:22 AM	\$539.04
Palaniuk, Kevin R	Posting Run - 3/18/2024 8:48:22 AM	\$1,872.45
Park, Todd W	Posting Run - 3/18/2024 8:48:22 AM	\$2,380.56
Pena-Ayon, Manuel A	Posting Run - 3/18/2024 8:48:22 AM	\$2,325.54
Reinstra, Aaron M.	Posting Run - 3/18/2024 8:48:22 AM	\$1,468.41
Sherman, Albert R	Posting Run - 3/18/2024 8:48:22 AM	\$1,985.45
Smith, Christopher	Posting Run - 3/18/2024 8:48:22 AM	\$2,085.67
Thomas, Scott G	Posting Run - 3/18/2024 8:48:22 AM	\$1,998.47
		\$3,051.24
		<b>\$25,547.84</b>

# **Unfinished Business**

- 1) Center Street Project – Discussion – No Insert**
- 2) Jenson Property – Discussion – No Insert**
- 3) Agreement – David Evans & Assoc.  
Jordan Park & First St. Surveys**



DAVID EVANS  
AND ASSOCIATES INC.

March 14, 2024

Brian Lease  
Town of La Conner  
604 N Third Street, PO Box 400  
La Conner, WA 98257

RE: Proposal for Surveying Services

Brian,

David Evans and Associates, Inc. is pleased to provide you with our proposal to do the tasks below for the property located in La Conner, WA.

Our proposed scope of work is described in Attachment A and will be performed on a time and expense basis with a Not to Exceed cost under the current On-Call contract. For budgeting purposes, we estimate the costs to be as follows:

Task 001 – Jordan Street end - DNR Record of Survey .....	\$5,000
Task 002 – S 1 <sup>st</sup> Street - Topographic Survey .....	<u>\$6,200</u>
Total Estimate \$11,200	

Both tasks will be done under the General Engineering (on-Call) contract on file. Please review our proposal and if it is acceptable, sign and return a copy of this sheet to our office. Receipt of the client signed proposal will serve as our authorization to proceed.

We greatly appreciate the opportunity to provide you with our proposal and I look forward to working with you. If you have any questions or comments regarding the enclosed, please contact me at (425) 415-2065 or at [john.christensen@deainc.com](mailto:john.christensen@deainc.com). Thank you.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

John P. Christensen, PLS  
Survey Manager  
Geomatics | Puget Sound Region

JPC/SD

Enclosure

Town of La Conner  
Task Order Authorization

By: \_\_\_\_\_

Dated: \_\_\_\_\_

# **New Business**

- 1) Agreement – Skagit County Sheriff Policing**
- 2) Agreement – WA State Dept. of Enterprise Services**
- 3) Agreement – WA State Dept. of Commerce  
Climate Change Planning Grant**
- 4) Agreement – Civic Plus Audio (ADA) Upgrades  
(Website)**
- 5) Agreement – Civic Plus Media Implementation &  
Storage (Website)**
- 6) Agreement – TIB Washington, Road & Maple  
Pedestrian Improvements Grant**



**Skagit County Sheriff Policing  
Agreement**

**Amendment #1**  
**Original Agreement #C20210679**

Town of La Conner, hereinafter called "TOWN," and Skagit County hereinafter called "COUNTY," agree to amend Agreement No. C20210679, as set forth below under "Terms of Amendment."

TERMS OF AMENDMENT: The TOWN and COUNTY agree for the calendar year 2024, pursuant to Agreement No. C20210679 provision 7.3, to a 3% increase above the amounts set forth for 2024, in Exhibit C to Agreement No. C20210679 constitutes the evaluation of the parties regarding the costs and revenue under Agreement No. C20210679 provision 7.3, with the resulting amount to the costs as follows:

2024: Three hundred and forty-eight thousand, seven hundred and four dollars (\$348,704) for the calendar year 2024. Payment to be made in the amount of eighty-seven thousand, one hundred and seventy-six dollars (\$87,176) paid quarterly on or before March 31, 2024, June 30, 2024, September 30, 2024, and December 31, 2024.

All other terms and conditions of the original contract shall remain in effect during the period of the extension provided by this amendment.

Town of La Conner

Dated: \_\_\_\_\_

Town of La Conner  
Skagit County, Washington

\_\_\_\_\_  
Marna Hanneman, Mayor

ATTEST:

\_\_\_\_\_  
Maria DeGoede, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Thomas, WSBA #23070

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Peter Browning, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

**WA State Dept. of Enterprise Services  
Agreement**



Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

State of Washington <b>DEPARTMENT OF ENTERPRISE SERVICES</b> Attn: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT USAGE AGREEMENT</b>	
	CUA no. and effective dates will be completed by DES CUA No.:  Effective Date:	
INSERT ELIGIBLE PURCHASER NAME   Business Contact: Tel: Email: Tax Identification No.:	<b>Type of Eligible Purchaser</b>	
	<input type="radio"/>	Washington state agency
	<input type="radio"/>	Washington local governmental agency or entity (e.g., counties, cities, school districts, public utility districts, etc.)
	<input type="radio"/>	Federal governmental agency or entity
	<input type="radio"/>	Tribe located in the State of Washington

**CONTRACT USAGE AGREEMENT  
FOR  
DESIGNATED ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES ('CONTRACTS')**

This Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the \_\_\_\_\_, a Choose one governmental agency/entity ("Eligible Purchaser") and is dated and effective as \_\_\_\_\_.

**RECITALS**

- A. The Washington State Legislature has authorized Enterprise Services to enter into agreements with certain governmental agencies/entities (each an eligible purchaser) to enable such entities to utilize certain contracts developed and/or administered by Enterprise Services that function as enterprise procurement solutions to enable Washington state agencies and other eligible purchasers to purchase goods and/or services cost-effectively and efficiently from specified contractors at contracted prices, terms, and conditions ("Contracts"). See RCW 39.26.050(1); RCW 43.19.005(2); and RCW 39.34.055.
- B. To enter into a *Contract Usage Agreement* with Enterprise Services as an Eligible Purchaser, the agency/entity must be one of the following:
- Washington state agencies;
  - Washington local governmental agencies or entities;
  - Federal governmental agencies or entities; or
  - Tribes located in Washington state.

to enable such entities (each an “Eligible Purchaser”) to utilize certain competitively solicited and awarded contracts developed and/or administered by Enterprise Services to purchase goods and/or services (“Contracts”).

C. Eligible Purchasers who execute a *Contract Usage Agreement* with Enterprise Services may utilize the following categories of enterprise procurement solutions for goods/services, each a category of available Contracts:

- **Statewide Contracts.** Contracts for goods/services developed and implemented by Enterprise Services on behalf of the State of Washington pursuant to the State’s Procurement Code for Goods/Services (RCW 39.26). See RCW 39.26.050.
- **Cooperative Purchasing Agreements.** Specified Cooperative purchasing agreements for goods/services developed or joined by Enterprise Services on behalf of the State of Washington. See RCW 39.26.060.
- **Legislatively Directed Contracts.** Certain ‘mandatory use’ or other contracts for goods/services in which the Washington State Legislature has specified for use by Washington state agencies and/or other eligible purchasers – e.g., Correctional Industries contracts. See RCW 39.26.251.

Enterprise Services maintains a list of all such Contracts at its [Contracts Webpage](#).

D. Eligible Purchaser desires to contract with Enterprise Services to access and use the Contracts, subject to their terms and conditions.

E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the Contracts.

#### A G R E E M E N T

\* NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION.** This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.
2. **ELIGIBLE PURCHASER’S REPRESENTATIONS AND WARRANTIES.** Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Contract by Eligible Purchaser. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.
  - a. **ELIGIBLE PURCHASER STATUS.** Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), and/or the Interlocal Cooperation Act (RCW 39.34), it is an entity that is eligible to utilize Enterprise Services’ Contracts. Eligible Purchaser further represents and warrants that, upon request from Enterprise Services, Eligible Purchaser shall provide documentation to confirm its eligibility to use the Contracts.
  - b. **CONTRACT AUDITS.** Eligible Purchaser represents and warrants that it shall cooperate with Enterprise Services, the Office of the State Auditor, federal officials, and/or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Contracts that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Contracts.

3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY.** Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Contract's awarded contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Contract.
4. **SEPARATE RESPONSIBILITY.** Each party to this Agreement shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of the performance of this Agreement and within the scope of their authority.
5. **RESOLVING CONTRACT PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Contract contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Contract, work in good faith with the contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a contractor on behalf of Eligible Purchaser and all other users of the applicable Contract. In such event, Enterprise Services' resolution shall be binding.
6. **AGREEMENT ADMINISTRATION & NOTICES.**
  - a. **AGREEMENT CONTACTS.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement. The parties may change agreement administrators by written notice as set forth below.

<b>Enterprise Services</b> Attn: Contracts & Procurement Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: CUA@des.wa.gov	<b>Eligible Purchaser</b> Attn: _____  Email: _____
---	--
  - b. **ADDITIONAL AGREEMENT CONTACTS FOR ELIGIBLE PURCHASER.** If necessary or desired, Eligible Purchaser may specify alternative or additional contacts for purposes of this Agreement (e.g., Eligible Purchaser may specify alternative or additional contacts for usage of certain Contracts such as vehicle ordering); *Provided*, however, that such alternative or additional contacts must utilize email notification to facilitate computer-generated cost-effective and efficient communication between the parties. Eligible Purchaser may designate such additional contacts at any time as set forth below.
  - c. **NOTICES.** Any notices required or desired shall be in writing and sent by U.S. mail (postage prepaid) or email, and shall be sent to the respective addressee at the respective address or email address set forth above or to such other address or email address as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.
7. **GENERAL PROVISIONS.**



- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. **ASSIGNMENT.** Eligible Purchaser may not assign its rights under this Agreement.
- g. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- h. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- i. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**A** Choose one **GOVERNMENT AGENCY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES  
A GOVERNMENT AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rebecca Linville

**Title:** Washington State Chief Procurement Officer  
Assistant Director, Contracts & Procurement

**NOTE:** Please sign and submit this form electronically. It will delay processing if you print and sign.

**WA State Dept. of Commerce Climate  
Change Planning Agreement**



**Interagency Agreement with**

**Town of La Conner**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-131**

**For**

**2023-2025 Climate Planning Grant**

**Dated: Date of Execution**

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## Face Sheet

**Contract Number: 24-63610-131**

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

<b>1. Contractor</b> Town of La Conner P.O. Box 400 La Conner, WA 98257		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Scott Thomas administrator@townoflaconner.org		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov <div style="float: right; text-align: right;">           PO Box 42525            1011 Plum St. SE            Olympia, WA 98504         </div>	
<b>5. Contract Amount</b> \$100,000	<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> Date of Execution	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right;"><u>ALN</u> N/A</div>	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 0034450-0	<b>12. UBI #</b> 295-000-001	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" Budget			
<b>FOR CONTRACTOR</b>  <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             &lt;insert name&gt;, &lt;insert title&gt; </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             Signature </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             Date </div>		<b>FOR COMMERCE</b>  <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             &lt;insert name&gt;, &lt;insert title&gt; </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             Date </div> <div style="margin-top: 20px;"> <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b> </div>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

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

### **4. BILLING PROCEDURES AND PAYMENT**

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-131. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

#### **Grant Start Date**

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

#### **State Fiscal Year Payments**

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

#### **Invoices and End of Fiscal Year**

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



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

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

#### Line Item Modification of Budget

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

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING**

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



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

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

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

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

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

## **7. INSURANCE**

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

## **8. FRAUD AND OTHER LOSS REPORTING**

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

## **9. ORDER OF PRECEDENCE**

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

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

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

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

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

## 6. **COPYRIGHT**

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

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

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

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

## 7. **DISPUTES**

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

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

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

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

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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



## **15. SUBCONTRACTING**

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

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

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

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

## **16. SURVIVAL**

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

## **17. TERMINATION FOR CAUSE**

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

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

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

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

## **18. TERMINATION FOR CONVENIENCE**

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

## **19. TERMINATION PROCEDURES**

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

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

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

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

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

## **20. TREATMENT OF ASSETS**

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

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

practices.

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

**21. WAIVER**

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

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## **Attachment A: Scope of Work**

Tasks	Description	End Date
Section 1	Initialization	10/2023 – 01/2024
Task 1.1	Form Climate Policy Advisory Team	
Task 1.2	Develop public engagement strategy.	
Task 1.3	Develop tribal engagement strategy.	
Deliverable 1	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	01/15/2024
Section 2, Resilience sub-element	Explore climate impacts	10/2023 – 02/2024
Task 2.1	Audit plans and policies	2/2024 – 3/2024
Task 2.2	Assess vulnerability and risk	2/2024 – 3/2024
Task 2.3	Pursue pathways	2/2024 – 3/2024
Task 2.4	Integrate goals and policies	2/2024 – 3/2024
Deliverable 2	Submit memo summarizing completion of this step.	03/15/2024
Section 3, GHG Reduction		04/2024 – 05/2024
Task 3.1	Acquire relevant VMT data	04/2024 – 05/2024
Task 3.2	Determine the most Significant VMT Sources	06/2024 – 08/2024
Task 3.3	VMT data analysis	
Task 3.4	Travel market assessment	
Deliverable 3	Submit a memo summarizing completion of this step.	08/15/2024
Section 4 Climate Measures		09/2024-10/2024
Task 4.1	Select climate goals	09/2024-10/2024
Task 4.2	Identify measures to achieve goals	09/2024-10/2024



Deliverable 4	Submit a memo summarizing completion of this step.	11/15/2024
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## **Attachment B: Budget**

Tasks	Description	Budget
Section 1	Initialization	
Task 1.1	Form Climate Policy Advisory Team	
Task 1.2	Develop public engagement strategy.	
Task 1.3	Develop tribal engagement strategy	
Deliverable 1	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	\$14,760
Section 2, Resilience sub-element	Explore climate impacts	
Task 2.1	Audit plans and policies	
Task 2.2	Assess vulnerability and risk	
Task 2.3	Pursue pathways	
Task 2.4	Integrate goals and policies	
Deliverable 2	Submit memo summarizing completion of this step.	\$43,770
Section 3, GHG Reduction		
Task 3.1	Acquire relevant VMT data	
Task 3.2	Determine the most Significant VMT Sources	
Task 3.3	VMT data analysis	
Task 3.4	Travel market assessment	
Deliverable 3	Submit a memo summarizing completion of this step.	\$23,920
Section 4 Climate Measures		
Task 4.1	Select climate goals	
Task 4.2	Identify measures to achieve goals	
Deliverable 4	Submit a memo summarizing completion of this step.	\$17,550

<b>TOTAL</b>		<b>\$100,000</b>

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**Civic Plus Audio (ADA) Upgrades  
Agreement (website)**

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:**

Statement of Work

Q-66110-1

3/12/2024 1:46 PM

5/11/2024

**Client:**

LA CONNER, WASHINGTON

**Bill To:**

LA CONNER, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mark Beezley		mark.beezley@civicplus.com		Net 30

## Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed:https://www.townoflaconner.org

Total Investment - Prorated Year 1	USD 3,778.93
Annual Recurring Services (Subject to Uplift)	USD 4,165.00

Total Days of Quote:333

Initial Term	Beginning at signing and ending 2/21/2025, Renewal Term 2/22 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)

**Civic Plus Media Implementation &  
Storage Agreement (website)**

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-66112-1  
3/12/2024 2:05 PM  
5/11/2024

**Client:**  
LA CONNER, WASHINGTON

**Bill To:**  
LA CONNER, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mark Beezley		mark.beezley@civicplus.com		Net 30

## Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -787.50

## One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicEngage CP Media Implementation	CP Media Implementation	USD 787.50
1.00	CivicEngage Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicEngage Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	USD 2,625.00

## Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicEngage Media Annual - Base	Media - 25 GB Storage Annual Fee	USD 2,904.76

List Price -- Initial Term Total	USD 6,579.76
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Total Investment - Prorated Year 1	USD 5,529.76
Annual Recurring Services (Subject to Uplift)	USD 3,150.00



Total Days of Quote:339

Initial Term	Beginning at signing and ending 2/21/2025, Renewal Term 2/22 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**TIB – Washington, Road & Maple  
Pedestrian Improvements Agreement**



# Washington State Transportation Improvement Board



## TIB Members

Chair  
Councilmember Sam Low  
Snohomish County

Vice Chair  
Mayor Hilda González  
City of Granger

Amy Asher  
Mason Transit Authority

Aaron Butters  
HW Lochner Inc.

Susan Carter  
Hopelink

Kent Cash  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Dongho Chang  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club and Washington Bikes

Andrew Denham  
Town of Twisp

Commissioner Al French  
Spokane County

Commissioner Scott Hutsell  
Lincoln County

Councilmember Jon Pascal  
City of Kirkland

Les Reardanz  
Whatcom Transportation Authority

Peter Rogalsky  
City of Richland

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

March 22, 2024

The Honorable Marna Hanneman, Mayor  
Town of La Conner  
Post Office Box 400  
La Conner, WA 98257

Dear Mayor Marna Hanneman:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your early opportunity Complete Streets project, Pedestrian Improvements, Multiple Locations, TIB project number C-W-834(001)-1.

This project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).

TIB is awarding 87.3045% of approved eligible project costs with a maximum grant of \$240,000.

Before any reimbursable work is permitted on this project, you *must* email a signed copy of the below documents and receive *approval* from TIB:

- Project Funding Status Form (verify the information is correct)
- Grant Agreement

All early opportunity Complete Streets projects must be **constructed by December 31, 2024, and closeout paperwork must be completed by April 1, 2025.**

If you have any questions or concerns about the above requirements, please contact your region engineer, Chris Langhoff, at [ChrisL@tib.wa.gov](mailto:ChrisL@tib.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
[www.tib.wa.gov](http://www.tib.wa.gov)

Town of La Conner  
C-W-834(001)-1  
Pedestrian Improvements  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Longview  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Pedestrian Improvements, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of LONGVIEW, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 87.3045% percent of approved eligible project costs up to the amount of \$240,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable

amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed April 1, 2025 unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose. The obligations of this Section shall survive termination of this Agreement.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that

maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. The obligations of this Section shall survive termination of this 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.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **LA CONNER**  
Project Name: **Pedestrian Improvements**  
**Multiple Locations**

TIB Project Number: **C-W-834(001)-1**

Verify the information below and revise if necessary.

Submit by emailing this completed form to your TIB Region Engineer.

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
LA CONNER	34,900	
WSDOT	0	
TOTAL LOCAL FUNDS	34,900	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title