



EPHRATA CITY COUNCIL

MAYOR BRUCE REIM MAYOR PRO-TEM WILLIAM COE
KATHLEEN ALLSTOT, SARAH McDONNELL, VALLI MILLARD,
MATT MOORE, TONY MORA, MARK WANKE
CITY ADMINISTRATOR MIKE WARREN

– AGENDA FOR 15 JULY 2020 –

ZOOM CALL IN—DIAL INPHONE NUMBER 1-253-215-8782, follow prompts
City of Ephrata Meeting ID: [642-397-7833](https://www.zoom.us/j/6423977833)

7:00 PM

REGULAR SESSION

1. Called to Order
2. Roll Call
3. Pledge of Allegiance
4. Recording of Meeting: **NO**
5. Additions or corrections to published Agenda
6. Presentations:

II CONSENT AGENDA

1. Approval of Claim Fund Bills and Checks Issued
2. Approval of Council Minutes: July 1, 2020
3. Approval of Special Event Application:

III STAFF, COMMITTEE, & AGENCY REPORTS

IV CLOSED RECORD DECISIONS (RCW CHAPTERS 36, 42: OPEN PUBLIC INPUT NOT PERMITTED)

V PUBLIC HEARINGS

VI ORDINANCES & RESOLUTIONS

VII ITEMS FOR COUNCIL CONSIDERATION

1. Police Surplus of Carriers and Panels
2. Agreement for Professional Services for Architectural Services—with DOH Associates
3. “C” Street Sidewalk Contract Approval

VIII CITY ADMINISTRATOR REPORT



CITY COUNCIL MINUTES July 01, 2020

City Council of the City of Ephrata, Grant County Washington met in regular session on July 01, 2020. The meeting was called to order at 7:00 p.m. by Mayor Bruce Reim. Due to the COVID-19 Pandemic and Governor Inslee's Proclamation 20-28, this meeting is being conducted telephonically using the ZOOM audio only conferencing.

Members Present: Mayor Bruce Reim, Mayor Pro Tem William Coe, Council members Mark Wanke, Matt Moore, Valli Millard, Sarah McDonnell and Tony Mora.

Staff Present: City Administrator Mike Warren, City Attorney Anna Franz, Fire Chief Jeremy Burns, Public Works Director Bill Sangster, Community Relations Director Traci Bennett and City Clerk/Finance Director Leslie Trachsler.

Motion to excuse Council member Allstot. (m/s Moore/McDonnell) Motion carried.

Pledge of Allegiance was said. No public signed up to speak.

Agenda: There were no additions or corrections to the agenda.

Presentations: Council Member Will Coe, as the City's representative on the Grant County Economic Development Council (EDC), gave a brief presentation on what is happening with the EDC. Since the COVID-19 Virus outbreak site visits have stopped and economic development is focusing more on sustainability in place of recruitment during this time. There were two Ephrata businesses approved for a CARES Act Grant from EDC.

Consent Agenda: Motion was made to approve consent agenda. (m/s Moore by unanimous consent) Motion carried.

Items on the consent agenda are as follows:

Claims #92117 through #92135 in the amount of \$45,436.57
Claims #92094 through #92096 in the amount of \$410.14
Claims #92115 and #92116 in the amount of \$261.69
Payroll Check #46684 through #46702 in the amount of \$35,383.60
Payroll Claims #92097 through #92114 in the amount of \$235,876.34

Payroll Direct Debit in the amount of \$5,875.00
Payroll Direct Deposit in the amount of \$173,450.50
Minutes of the June 17, 2020 Council meeting

“Scout Me in Day” July 29, 2020 – Proclamation: Grand Columbia Council of the Boys Scouts of America has requested Mayor and Council proclaim July 29, 2020 as “Scout Me in Day”.

Motion to proclaim July 29, 2020 as “Scout Me in Day”. (m/s Mora/Moore) Motion carried.

Report on Governor’s Proclamation 20-23.5 – Ratepayer Assistance and Preservation of Essential Services: Director Trachsler gave a brief report on the Governor’s Proclamation regarding the suspension of late fee assessments for utility accounts and disconnection for non-payment.

The Proclamation mandates that utility providers develop a COVID-19 Customer Support Program and post it on the entities public website by July 10th. In March, Council passed Ordinance 20-01 which authorized the suspension of late fee assessments and disconnection for non-payment for a period of 6 months – March thru September.

The City also provides an opportunity for customers to make payment arrangements for past due amounts in an effort to avoid disconnection and information on community service organizations that provide assistance. So in essence, the City offers a customer support program. A Public Announcement has been prepared and will be posted on the City’s website.

In light of the fact that it is highly possible the pandemic could last beyond September and in anticipation of being able to continue to provide support to our customers who have been affected by the COVID-19 Pandemic, staff has researched several options for Council consideration.

1. Establish a reduced utility rate for qualifying individuals/small businesses
2. Reduce outstanding balance by a set percentage for qualifying individuals/small businesses
3. Continue to suspend late fees for qualifying individuals/small businesses

Customers would complete an application requesting consideration and providing proof that they are qualified. Once approved, then a payment agreement would be worked out between the customer and the city.

Staff recommends option 3 which aligns best with current practice; provides payment arrangements tailored to the customers’ needs without accruing late fees. Based on the delinquent account analysis presented, this could represent a negative financial impact of between \$800 - \$1000 a month.

Council discussion ensued.

Motion to proceed with option 3 as presented. (m/s Moore/Wanke) Motion carried.

CARES Funding – Supporting Local Businesses impacted by COVID-19: Director Bennett advised Council that after the City has been reimbursed for its COVID-19 related expenses from the CARES Funding the remaining balance will be used to provide small business grants based on eligible use requirements for CARES Funds.

The application process will be modeled after the Lodging Tax Committee process. We will reach out to the Chamber and a committee will be formed which will be tasked with reviewing each application for compliance with the established guidelines and make recommendations for approval.

Accept Donation for BOLD Scholarship: A \$25 donation was given in support of the BOLD program, per policy, all donation must be accepted by Council.

Motion to accept \$25 donation for BOLD Scholarship Program. (m/s Moore by unanimous consent/ Millard) Motion carried.

City Administrator Report:

Mid-Year Budget Report: Director Trachsler reported on the budget to actual for January through June, 2020. Overall revenues are 11% below budget and expenses are 17% below budget. Compared to 2019 for the same time period, 2020 revenues are 3% less than 2019 and expenses are 12% less. Trachsler reviewed the specifics of several of the tax supported funds and enterprise fund.

General Fund – revenues are on target and expenses are 5% below budget. Cash balance has increase 24% from January beginning fund balance. Sales tax revenue is 6% above budget and 10% higher than this time last year. It is still too early to see the total effects of the forced closure of businesses to count on this trend continuing.

Park Fund – revenues are 13% below budget and expenses are 23% below. Cash balance has increased 100% from January beginning fund balance. With the pool closure there is a net savings of approximately \$150,000. Program fees are down as well as the corresponding expenses and park maintenance expense is 9% below budget.

Library Fund – revenues are 4% above budget and expenses are 2% below budget. Cash balance has increased 48% from January beginning fund balance. The roof is in desperate need of repair and staff recommends moving forward with this project.

Street Fund – revenues are 10% below budget and expenses are 8% below budget. Cash balance is 30% less than January beginning fund balance. Fuel taxes for the last two months have dropped considerable. May is 37% less than for the same period in 2019 and June is 35% less. Recommend re-allocation of property tax for the remainder of 2020 from Park Fund to Street Fund.

TBD Fund – revenues and expenses are on target. The Division Street Phase I Project is being combined with Phase II for construction in 2021.

Water/Sewer Fund – revenues are 2% above budget and expenses are 20% below budget. Cash balance is 55% higher than January beginning fund balance. Expenses for the emergency repair on Well #3 and the Wastewater Treatment Facility have not been invoiced as of yet.

All in all, the measures implemented by Council have been very effective and staff has been very diligent in monitoring expenses.

Staff recommends that moving forward we continue/implement the following:

- Continue to hold the line on non-essential spending
- Continue to closely monitor sales tax revenues
- Re-allocate 20% of Property Tax distribution for the remainder of the year from Park Fund to the Street Fund resulting in an increase to Streets of approximately \$116,000
- Move forward with contract to design necessary repairs on the Library roof

Council discussion ensued. Council consensus was to support all recommendations as presented.

There being no further business meeting adjourned at 7:36 p.m.

Bruce Reim, Mayor

ATTEST:

Leslie Trachsler, City Clerk



DATE : July 11, 2020
Department : City Clerk/Finance

Past Activity

- Continue to support other departments and commissions
- Monthly duties as assigned
- Working with Mayor/Administrator on COVID-19 related issues
- Conducted internal review of the 2019 Annual Financial Report
- Completed AWC's annual Salary Survey
- Prepared Mid-Year Financial Report for Council
- Prepared Ratepayer Assistance Report for Council consideration
- Compile qualified expenses for CARES Act reimbursement

Future Activity

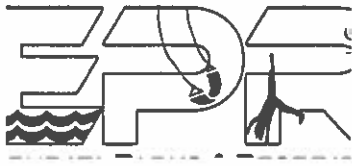
- Normal monthly duties
 - Monthly Balancing of all financial transactions
 - Prepare and submit monthly tax reports
 - Monitor revenues/expenses of the City
 - Monitor Budget
 - Attend all Council Meetings
 - Initiate Legal Publications as required
 - Provide and monitor requests for Public Records
 - Monitor Records retention/destruction
 - End of Month Payroll process
 - Monthly/Quarterly PR Reports
 - Address Human Resource issues
 - Support staff in their daily operations
 - Support City Administrator
 - Monthly Civil Service Commission meetings – suspended due to COVID-19
 - Attend LEOFF I Disability Board monthly meetings – suspended due to COVID-19
- Work on creating a Utility Relief application and payment agreement form
- Complete Tax and User Fee Survey
- Work with City Administrator on Library Re-roof project

Budget Concerns

- Non-essential spending has been frozen as per Council direction
- Monitoring tax revenues closely

Other Issues

- COVID-19 – Customer Service window barriers have been installed. Jason Ronish from the Street Department performed the work and did an outstanding job.
- Coverage for employee vacations



City Council Report

Parks and Recreation
July 9, 2020

PAST ACTIVITY:

1. PARKS COMMISSION:
 - a. June meeting – No Quorum
2. Recreation/Community Programming:
 - a. BOLD continues with effort to increase participation
 - b. Summer movie series to begin in local parks
 - c. Scheduled alternative summer programs and activities
 - d. Summer concert series at Rock Park to start
3. Parks:
 - a. Opening of some park restrooms
4. Public Relations/Tourism:
 - a. Working with Chamber of Commerce Board to distribute CARES funds to small business
 - b. Providing information on Phase 3 approach to starting programs
 - c. Developing a Safe Start Plan for city employees and citizens
5. Special Events:
 - a. None
6. Recreation Supervisor:
 - a. Accepting registration alternative summer programs and activities
 - b. Modifying summer activities base upon 'phase' openings
 - c. Assisting utility customers
7. Splash Zone:
 - a. Preparing possible projects to be completed during closure

FUTURE GOALS/ACTIVITY:

1. Continuing administration of current and new programs
 2. Continuing to work with and support various community groups
 3. Develop new recreation programs and activities
 4. Develop tree replacement program
 5. Develop a park reservation system
 6. Research web site options
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City of
Ephrata

July 9th, 2020

Department: Public Works Field Supervisor

**past
Activity**

Cleaned the head works at the waste water treatment facility. Completed monthly sewer flushing. Flushing and Sweeping city streets as needed to conserve fuel. Monthly water testing. Read meters. Select herbicide maintenance. Working on getting well # 3 back on line. Working on getting the WWTP plc's back up and communicating! (Waiting for parts to arrive). Removed the High school senior banners from the light poles on Basin street. Removed all of the items related to the community garden and cleaned the sight. Had annual inspection performed on our Genie high lift and newly acquired Versalift. Regular scheduled Park and public works maintenance, numerous funerals, and as always responded to any and all City related calls.

**Future
Activity:**

Still waiting for parts for the plc's so we can get WWTP communication back to 100%. Clean head works at the waste water treatment facility. Monthly sewer flushing. Monthly water testing. Read meters. Chlorinate and put well # 3 back on line. Flushing and sweeping city streets (only as needed to conserve fuel use). Continue with routine inspections and maintenance on all trucks and equipment. Summer herbicide maintenance as needed. And as always respond to any and all City related calls.

**Budget
Concerns:**

Continue to monitor closely

**Other
Issues:**

Continuing to maintain social distancing!

Dennis Ohl
Public works field
supervisor



City of Ephrata
 Department of Planning and Building
 Permits Issued Jun-20

Permit	Parcel	Issue Date	Owner	Contractor	Location	Work Done	Valuation	Fee (less State Fee)
20-044	141158000	6/11/2020	Samis Land	Brian Schoo	1105 Basin SW	Windows	\$ 12,000.00	\$ 38.00
20-112	140124723	6/16/2020	Alderbrook	Alderbrook	1106 8th NE	SFR	\$ 240,000.00	\$ 6,312.18
20-113	141121000	6/4/2020	Keith Knitter	Keith Knitter	3671 Canal Dr	Deck	\$ 5,400.00	\$ 72.25
20-115	140280000	6/4/2020	Eric & Mariah Huberdeau	Erick Huberdeau	1231 Thurston	Addition	\$ 35,000.00	\$ 1,147.67
20-116	130960000	6/2/2020	Shane Goetz	Shane Goetz	17 H NE	Shed	\$ 2,600.00	\$ 29.30
20-118	140475123	6/9/2020	Adrian Perez	Adrian Perez	770 J SE	Patio Cover	\$ 6,000.00	\$ 119.54
20-119	140700000	6/4/2020	Martin Flynn	KB Const.	1105 Sunset	Driveway	\$ 1,000.00	\$ 38.00
20-121	140586000	6/10/2020	Bross Holland	Brian Schoo	345 6 SW	Egress Windows	\$ 2,000.00	\$ 98.50
20-122	140124526	6/5/2020	Shawn Beeman	Cortez Fencing	810 6th Ave NE	Fence	\$ 4,000.00	\$ 11.85
20-123	140124517	6/10/2020	Janis Jondahl	Janis Jondahl	715 6 NE	Pool	\$ 300.00	\$ 72.56
20-125	140857000	6/9/2020	Valerie Roberts	Valerie Roberts	240 C NW	Fence	\$ 500.00	\$ 11.85
20-126	140780000	6/10/2020	Jose Lopez	Jose Lopez	478 5th SW	Shed	\$ 2,500.00	\$ 29.30
20-127	130751000	6/10/2020	Travis & Katherine Ogle	Travis & Katherine Ogle	1 Loma St.	Fence	\$ 1,500.00	\$ 11.55
20-128	130624000	6/10/2020	William Coley	William Coley	228 Statter	Sidewalk	\$ 1,200.00	\$ 38.00
20-129	130344000	6/12/2020	Terry Mandeville	Dircio's	1311 C SW	Irrigation	\$ 1,000.00	\$ 37.50
20-130	130510000	6/11/2020	Basin Industrial Park	Basin Industrial Park	2083 Basin St. SW	Grading	\$ -	\$ 38.00
20-131	Port	6/12/2020	Forever ODM	Forever ODM	187 Airport	Relocate Shed	\$ -	\$ 29.30
20-132	130645000	6/12/2020	Cristobal Avila	Dircio's	233 Mocliff	Irrigation	\$ 1,000.00	\$ 37.50
10-133	130713000	6/12/2020	Augustin Mihelich	Dircio's	246 Maringo	Fence	\$ 1,000.00	\$ 11.85
20-134	131586303	6/12/2020	Jason Ronish	Jason Ronish	231 J SE	Shed	\$ 1,000.00	\$ 29.30
20-135	140697205	6/17/2020	Mark Cummings	MC Const	34 Grant Dr	SFR	\$ 150,000.00	\$ 5,756.50
20-137	131383000	6/15/2020	Travis Mather	Polhamus Heating	153 E St. NE	HVAC	\$ 8,000.00	\$ 68.60
20-138	141005000	6/16/2020	Joleen Kellams	Joleen Kellams	217 E NW	Irrigation	\$ 1,000.00	\$ 37.50
20-139	130042612	6/17/2020	Port of Ephrata	KJ's Lawn	1980 Fairchild	Fence	\$ 25,000.00	\$ 11.85
20-140	131585000	6/17/2020	Rosetta Grubb	Rosetta Grubb	82 L NE	Fence	\$ 1,000.00	\$ 11.85
20-142	140706000	6/17/2020	Jose & Yesenia Marquina	Brad Smart	1185 Sunset	Fence	\$ 500.00	\$ 11.85

20-145	140738000	6/29/2020	Scott Glassburn	Scott Glassburn	1186 Cottage	ReRoof	\$ 2,000.00	\$ 58.05
20-146	130573000	6/29/2020	Tim Peterson	Brian Schoo	1045 1st NW	ReRoof	\$ 7,800.00	\$ 58.05
20-147	140127001	6/29/2020	Heath Wisdom	Heath Wisdom	1175 A SE #6	Placement	\$ 1,000.00	\$ 29.30
20-149	131093000	6/30/2020	David Cranson	Thurmans	71 F SE	ReRoof	\$ 4,863.59	\$ 58.05
20-150	131338000	6/30/2020	Esther Lkettke	Thurmans	153 H NE	ReRoof	\$ 2,399.34	\$ 58.05

Total	\$ 521,562.93	\$14,373.65
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DATE: July 15, 2020

ITEM: Items for Council Consideration

SUMMARY

1. Police Surplus of Carriers and Panels—These are Ballistic panels and carriers that are expired, and the Police Department is requesting that they be destroyed by incineration.
2. Agreement for Professional Services for Architectural Services—DOH Associates—This is for the design work for the Library roof.
3. “C” Street Sidewalk Contract Approval—This is to authorize a contract with Central Paving LLC (Ellensburg, WA) to construct a sidewalk extending from Parkway to the High School on “C” Street.

BUDGET IMPACTS

1. N/A
2. Approximately \$4,660.00
3. \$273,451.50 (Covered by TIB’s Complete Streets Grant.

Staff recommends acceptance and approval of all Items.

ENABLING ACTIONS

Motion to Authorize, Confirm, or Approve and Accept All Items.

If you have any questions, concerns, or require additional information; please contact me prior to the meeting.

MEMO



DATE: 6/24/2020
TO: City Council
FROM: Interim Chief Erik Koch
REF: Surplus Carriers and Panels

The following ballistic panels are expired and have been replaced. The Ephrata Police Department is requesting that the below listed items be approved for surplus and subsequently destroyed by incineration.

Brand	Model	Serial	Expired on	Value
SAFARILAND, LLC	BA-2000S-SM01	Front: 10114744	6/2015	\$0.00
SAFARILAND, LLC	BA-2000S-SM01	Back: 10114745	6/2015	\$0.00
Survival Armor		Front: 1504157516	4/15/2020	\$0.00
Survival Armor		Back: 1504157516	4/15/2020	\$0.00
Safariland Armorwear	Level 2	Front: 01293989	5/07/2009	\$0.00
Safariland Armorwear	Level 2	Back: 01293990	5/07/2009	\$0.00
Monarch Summit	TD06-FEM-II	Front: 09046426	4/2014	\$0.00
Monarch Summit	TD06-FEM-II	Back: 09046?? (Illegible)	4/2014	\$0.00

The following ballistic carriers are worn and the panel specific for each carrier is now expired. The Ephrata Police Department is requesting that the below listed item be approved for surplus and subsequently destroyed by incineration.

Brand	Model	Value
Second Chance	X-Static	\$0.00
Second Chance	X-Static	\$0.00
Safariland	ZeroG Armorwear	\$0.00
Survival Armor		\$0.00

Sincerely,

Interim Chief Erik Koch
Ephrata Police Department

AGREEMENT FOR PROFESSIONAL SERVICES FOR ARCHITECTURAL SERVICES

COMMUNITY CENTER and ROOF REPAIRS for the EPHRATA LIBRARY and EPHRATA RECREATION CENTER

CITY OF EPHRATA

THIS AGREEMENT AND CONTRACT made and entered into at Ephrata, Washington this 15th day of July, 2020, by and between the CITY OF EPHRATA, State of Washington, hereinafter called the "City" and The DOH Associates, PS, a Washington professional services corporation and a firm of consulting architects duly authorized to perform professional services in the State of Washington, hereinafter called the "Consultant".

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1- DEFINITIONS

Whenever the term "City" is used herein, it is understood to mean the City of Ephrata, of Grant County, Washington, or its authorized officers and the term "Consultant" means The DOH Associates, PS or its authorized representative.

ARTICLE II - OBLIGATIONS OF THE CONSULTANT

1. Basic Services

The basic services contemplated to be performed by the Consultant are outlined hereinafter. The City retains the right to perform any and all specific elements of such services and to accordingly reduce the work by the Consultant and remuneration to the Consultant. Such reductions shall be based upon the amount of effort intended by the Consultant for the various tasks.

The basic services to be performed by the Consultant under this agreement are as follows:

The scope of work is for architectural services related to the building plans and master planning for the Community Center and the building plans for roof repairs for the Ephrata Library and Ephrata Recreation Center.

- A. The City shall furnish the necessary information to direct the tasks to be provided by the Consultant.
- B. The Consultant shall supply the City with sufficient data to support their designs and conclusions.
- C. The Consultant shall, at the conclusion of the work, provide the City with a project report. The Consultant will accept the responsibility for all work involved in the production of those documents.
- D. The parties intend that an independent Consultant/City relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the

Consultant. No agent, employee, servant or representative of the Consultant shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Consultant are not entitled to any of the benefits the City provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement. However, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

2. Special Services

Certain special services may be required to support the basic services to complete the tasks and assignments required by the City. The type and extent of such special services cannot be determined at the time of execution of this agreement. However, the Consultant agrees to perform such special services as may be required to accomplish the objectives assigned by the City; providing, however, the Consultant feels capable of performing such special services. Payment for this work shall be as agreed to in writing by both parties prior to beginning said work. Both the City and the Consultant shall mutually agree, in writing, to any special services, additional services, and/or changes in services under this agreement.

3. Nondiscrimination – Standard of Care

- A. The City is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. Nondiscrimination in Services. The Consultant will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Consultant shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

Services performed by Consultant will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the architectural engineering and science professions currently practicing under similar conditions subject to the time limits and financial, physical or any other constraints applicable to the Services.

4. Indemnification

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Ownership of Instruments of Service

The service provided by Consultant is intended for one time use only. The City shall own all reports, field data, field notes, laboratory test data, calculations, estimates, plans, specifications, record drawings, and other documents prepared by the Consultant. The Consultant shall provide the City with two hard copies and an electronic copy of the final report. The Consultant shall make no claim of copyright, trademark or the like to whatever use the City may make of these materials including further dissemination of these materials to third persons. Final payment will not be made until Consultant provides the City with all reports, drawings, documents, and services prescribed under this Agreement.

6. Right of Entry

The City will provide for the right of entry for the Consultant, its subcontractors, and all necessary equipment in order to complete the work under this agreement. Any damage to property by the Consultant due to negligence of the Consultant or its employees shall be the responsibility of the Consultant.

7. Sample Disposal

Soil and rock samples or other specimens will be disposed of 60 days after submission of test results by the laboratory. Upon written request, the Consultant will store samples for longer periods of time or transmit the samples to the City for a mutually acceptable charge.

8. Disposal of Hazardous Samples/Materials and Contaminated Equipment

All samples and materials containing or potentially containing hazardous constituents are the property and responsibility of the City. It is understood and agreed that the Consultant is not, and has no

responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances or waste materials found or identified at the site.

9. Control of Work and Job-Site Safety

The Consultant shall be responsible only for its activities and that of its employees, sub-consultants, and specialty contractors on any site. The Consultant will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Insofar as job site safety is concerned, the Consultant is responsible only for the health and safety of its employees, sub-consultants, and specialty contractors employed by the Consultant in carrying out its work. Nothing herein shall be construed to relieve the City of Ephrata or any other consultant or contractors from their responsibilities for maintaining a safe job site.

10. Taxes

Consultant accepts full and exclusive liability as between itself and The City for the payment of any and all contributions or taxes which are measured by wages, salaries, or other remuneration paid to persons employed by Consultant or its subconsultants, or assignees for the work to be performed hereunder, or which arise by virtue of Consultant's employment, and which now or hereafter may be imposed by any governmental authority. Such contributions or taxes, shall include, but not be limited to, Unemployment Insurance, Worker's Compensation, Old Age Retirement Benefits, Medicaid, Disability, Pensions or Annuities, and Income Taxes. Consultant shall comply with all laws and administrative regulations relating to such contributions or taxes.

Consultant accepts full and exclusive liability for and shall pay all sales, use, gross receipts, and any other taxes arising from the fees paid to Consultant by the City for Consultant's performance of this Agreement.

Consultant shall complete and maintain its registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Agreement.

11. Compliance with Laws and Warranty

- A. The Consultant, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Agreement.
- C. The Consultant represents that it has the skills and knowledge necessary to competently provide the services for the projects described in Article II(1), Basic Services, and agrees to provide the professional services under this Agreement in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Consultant further agrees that it shall be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications, and other services furnished under this Agreement.

The Consultant will re-perform at the City's request any services not meeting this standard without additional compensation.

ARTICLE III - OBLIGATIONS OF THE CITY

1. Authorization

The work required under this Contract shall not begin, nor shall the City assume any obligation for the work involved until the Consultant is given authorization. Such authorization shall not become effective prior to the date of execution of this Contract by the Mayor of Ephrata.

2. Information and Data

In order to facilitate the work as outlined above, the City shall furnish to the Consultant all information having a bearing on the project that the City has, as requested by the Consultant.

3. Remuneration

For the professional services as outlined, the City shall reimburse the Consultant on a monthly invoice submitted by the Consultant as approved by the City. The City may require the invoice to reflect the City's estimate of the work accomplished during the invoice period. The amount of the fees shall be as set forth in amendments to this Contract and shall be calculated using the billing rates as set forth in Exhibit A, attached and incorporated herein. Special and miscellaneous services when performed shall be paid for at a previously agreed amount. No payment made to Consultant shall be construed as an acceptance of work or any portion thereof.

Payment to the Consultant will be made after the billings have been approved by the City Council. The City Council meets on the first and third Wednesday of each month. Billings received prior to the Wednesday preceding the Council meeting will be processed for the upcoming meeting. Consultant shall submit documentation, signed by the Consultant's principal, listing personnel and their dates and hours worked.

ARTICLE IV - INSURANCE

- A. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 - i. **Automobile Liability insurance** covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA

- I. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- J. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ARTICLE V – GENERAL PROVISIONS

1. Duration of Work.

The City and the Consultant agree that work will begin immediately upon authorization of amendments to this Agreement by the City which shall set forth the specific scope of work and costs for each project. The parties agree that the project work shall be completed by the date set forth in the project scope of work, provided however, that additional time shall be granted by the City for excusable days or extra work.

2. Termination

The City may terminate the Agreement without cause at any time by giving the Consultant 30 days' written notice of such termination. If any portion of the authorized work covered by this Agreement and begun by the Consultant is abandoned, unreasonably delayed or indefinitely postponed by the City, the Consultant may also terminate this Agreement by giving 30 days written notice.

The City may terminate the Agreement immediately at any time if the Consultant is in violation of any of the provisions of the Agreement.

In the event of termination of this Agreement by either party, the Consultant shall be paid for all services rendered by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the same, and dispose of it in the manner directed by the City.

3. Personal Liability of Public Officials

Neither the City employees nor any elected official of the City shall be personally responsible for any liability arising under or growing out of this Agreement.

4. Time Limitations and Jurisdiction

For the convenience of the parties to the Agreement it is mutually agreed by the parties that any claims or causes of action which the Consultant has against the City arising from the Agreement shall be brought

within 180 calendar days from the date of the end of the Agreement; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of Grant County. The parties understand and agree that the Consultant's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Consultant asserts against the City arising from the Agreement are filed, the Consultant shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims or action.

5. Assignment and Subcontracting

The Consultant shall not subcontract work unless the City approves in writing. If the City requests, the Consultant shall provide proof that the Subcontractor has the experience, ability, and equipment the work requires.

- A. The Consultant shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Consultant not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. The Consultant shall be responsible and liable for the performance of its consultants, subcontractors or assignees who perform any portion of the work or services and shall provide in written agreements with them the same duties and obligations required of the Consultant under this Agreement. The City shall incur no additional costs as a result of any such subcontract or assignment and no liability to any subcontractor or assignee.

6. Changes

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement. A change in scope of services shall be approved by the City and executed in writing by the Mayor before any changes in the scope of services are authorized. All terms and conditions contained in this Agreement shall be applicable to any change in the scope of services.

7. Notice

Any notice that any party hereto desires or is required to give the other party shall be made in writing and sent by certified mail, return receipt requested. Any such notice shall be deemed delivered upon deposit thereof in the United States mail with postage prepaid, addressed as follows:

City of Ephrata
Attn: Mike Warren

The DOH Associates PS
Attn: Paul Coppock

121 Alder St. SW
Ephrata, WA 98823

7 N. Wenatchee Avenue, Suite 500
Wenatchee, WA 98801

Any party may change the address hereinabove specified by giving written notice thereof to the persons identified in this Section.

8. Severability

- A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

9. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

10. Counterparts

This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single binding agreement.

11. No Presumption Against Drafter

This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

12. Litigation Assistance

If required, the Consultant agrees to assist the City in its preparation for arbitration, adjudication, or administrative proceedings and to testify and otherwise to provide evidence on the City's behalf herein. Compensation for said services shall be based upon a time and material basis to be negotiated and agreed upon by the parties.

13. Waiver

Waiver by the City of any default or breach of the Consultant of any provisions of this Agreement shall have no force or effect unless in writing, nor shall any waiver by the City of any default or breach of the Consultant be construed as a waiver of any other future default or breach of the same provision or any other provision of the Agreement.

CITY OF EPHRATA

The DOH ASSOCIATES, PS

By: _____
Bruce Reim, Mayor

By: Paul R. Coppock
Paul R. Coppock, President

Date: _____

Date: 7/15/20

AMENDMENT - 1

July 15, 2020

to the **AGREEMENT FOR PROFESSIONAL SERVICES FOR ARCHITECTURAL SERVICES** dated July 15, 2020 by and between:

City of Ephrata

and

The DOH Associates, PS, Architects and Planners

A Change in Service:

With reference to the Consultant Services, Specific Scope of Work, The Consultant shall include the following:

Temporary Roofing Repairs

The DOH Associates will meet with Wagner Roofing and the City Building Official to come to a consensus as to the best method to repair both the Ephrata Recreational Center (ERC) roof and the Library roof within the budget and to allow time for the pre-design and construction of a new Community Center.

We will prepare cursory schematic type documents identifying the areas, location and limits of work. Documents will include a verbal description of the work to be completed. A bid form will be provided that includes a verbal description of the work, special requirements such as prevailing wages, bonds, etc. and other owner required information.

DOH will assist in soliciting bids, arranging for advertisements if necessary, and receiving bids. We will work with the City to complete construction administration of the work, understanding that the City will take the lead on the project and will finalize the contract and notices of completion and DOH will support in an as needed capacity.

Compensation for Task 1 will be billed on an hourly basis not-to-exceed fee of **\$4,660** without prior authorization, plus reimbursable expenses. The proposed work excludes hazardous materials testing.

This Amendment is agreed to as of the date first written above.

OWNER

ARCHITECT

Bruce Reim, Mayor
City of Ephrata



Paul R. Coppock, President
The DOH Associates, PS

**EXHIBIT A
SCOPE OF SERVICES**

Program(s) Description(s):

Program Name	Location	Date(s)	Class Fee

Program Name	Approved Class Expenses

- Contractor shall provide all necessary equipment and supplies for these programs.
- Contractor shall collect any additional fees for equipment or supplies.
- Contractor is responsible for the supervision of all program participants, parents, family, and spectators involved with their program while they are utilizing City facilities.
- Contractor shall make sure that the space used for the Program is cleared at the end of each class.



City of Ephrata
121 Alder Street Southwest
Ephrata, Washington 98823

Phone: 509-754-4601
Fax: 509-754-0912

Voice: 1800-833-6384
TDD: 1800-833-6388

Staff Report

VII. Items for Council Consideration

“C” Street Sidewalk Contract Approval

1. Authorization to Accept Contract for the C Street Sidewalk Project.
 - a. Gray & Osborne has completed the review of Contracts for Central Paving, LLC (Ellensburg, WA) with a low bid of \$ 273,451.50. The contract has been sent to the City Attorney’s office.
 - b. The Project has been funded through a TIB’s Complete Streets Grant we received last year for \$300,000 for Engineering and Construction.
 - c. Project will have a sidewalk from the High School(4th Ave NW) to Parkway School on the West Side of C Street only)
 - d. It will consist of New ADA Ramps and Sidewalk where there isn’t sidewalk currently.
 - e. Staff recommends entering into this contract as soon as all approvals have been satisfied.