

**City Council
Regular Meeting
July 20, 2026 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, July 20, 2026, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

To listen to the meeting by phone or Zoom, please call the number below or click the link:

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/85913409492>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

APPOINTMENTS

- A. Municipal Court Judge
City Council to confirm the appointment of Sara Watson to Auburn Municipal Court Judge Position No. 2, for a three-year appointed term from January 1, 2027, to December 31, 2029

(RECOMMENDED ACTION: Move to confirm the appointment of Sara Watson to Auburn Municipal Court Judge Position No. 2, for a three-year term expiring December 31, 2029.)

AGENDA MODIFICATIONS

PUBLIC COMMENT

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

- A. The public can participate in-person or submit written comments in advance.

Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail written comments to:

City of Auburn

Attn: Shawn Campbell, City Clerk

25 W Main St

Auburn, WA 98001

Please fax written comments to:

Attn: Shawn Campbell, City Clerk

Fax number: 253-804-3116

Email written comments to: publiccomment@auburnwa.gov

If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or by email (publiccomment@auburnwa.gov).

CORRESPONDENCE

CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

- A. Minutes from the July 6, 2026, City Council Meeting
- B. Minutes from the July 13, 2026, Study Session Meeting
- C. Claims Vouchers (Thomas)
- Voucher #483861 through Voucher #483937 dated June 10, 2026 in the amount of \$802,893.79
 - Voucher #483938 through Voucher #484052 dated June 17, 2026 in the amount of \$5,830,304.31
 - Voucher #484053 through Voucher #484059 dated June 18, 2026 in the amount of \$1,110,931.70
 - Voucher #484060 through Voucher #484060 dated June 29, 2026 in the amount of \$32,442.00
 - Voucher #484061 through Voucher #484172 dated July 2, 2026 in the amount of \$1,958,911.56
 - Electronic Fund Transfers in the amount of \$4,122.38 and four wire transfers in the

amount of \$1,709,536.15

D. Claims Vouchers (Thomas)

- Voucher #484173 through Voucher #484326 voided due to accounts payable batch error
- Voucher #484327 through Voucher #484479 dated July 15, 2026, in the amount of \$9,710,125.36
- Electronic Fund Transfers in the amount of \$16,237.45 and three wire transfers in the amount of \$981,680.36

E. Payroll Vouchers (Thomas)

Payroll check numbers 539848 through 539856 in the amount of \$217,926.78, electronic deposit transmissions in the amount of \$3,219,207.09, for a grand total of \$3,437,133.87 for the period covering July 2, 2026 to July 15, 2026

F. Public Works Project No. CP2227

City Council to approve an increase of \$55,000 in the total maximum authorized contract amount for Public Works Contract No. 26-03; Construction of Project No. CP2227, ARC Upgrade and Repairs

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

A. Ordinance No. 7024 (Gaub)

An Ordinance granting to Astound Broadband, LLC, a Washington Limited Liability Company, a franchise for Wireline Telecommunications

(RECOMMENDED ACTION: Move to approve Ordinance No. 7024.)

RESOLUTIONS

A. Resolution No. 5912 (Whalen)

A Resolution authorizing the Mayor to execute on behalf of the City, a First Amendment to the Lease dated October 7, 2024, with Rainier Flight Services, LLC

(RECOMMENDED ACTION: Move to adopt Resolution No. 5912.)

B. Resolution No. 5917 (Krueger)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend Grant Funds for the operation of City Bicycle Programs

(RECOMMENDED ACTION: Move to adopt Resolution No. 5917.)

C. Resolution No. 5919 (Gaub)

A Resolution authorizing the Mayor to certify the application for, and, if awarded, accept and administer a Public Works Trust Fund Loan from the Washington State Public Works Board to finance construction of the East Valley Highway Widening Project (CP2311)

(RECOMMENDED ACTION: Move to adopt Resolution No. 5919.)

D. Resolution No. 5920 (Caillier)

A Resolution accepting a grant award from State of Washington, via the Washington State Criminal Justice Training Commission

(RECOMMENDED ACTION: Move to adopt Resolution No. 5920.)

E. Resolution No. 5921 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for renovations at Brannan Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

(RECOMMENDED ACTION: Move to adopt Resolution No. 5921.)

F. Resolution No. 5922 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for playground replacement at Veteran's Memorial Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

(RECOMMENDED ACTION: Move to adopt Resolution No. 5922.)

G. Resolution No. 5923 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for playground replacement at Terminal Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

(RECOMMENDED ACTION: Move to adopt Resolution No. 5923.)

MAYOR AND COUNCILMEMBER REPORTS

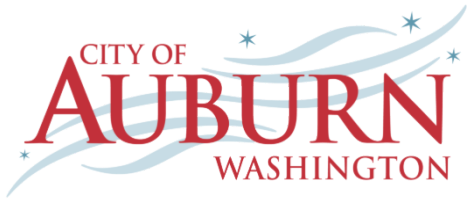
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office and on the City website (<http://www.auburnwa.gov>).



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the July 6, 2026, City Council Meeting

Meeting Date:

July 20, 2026

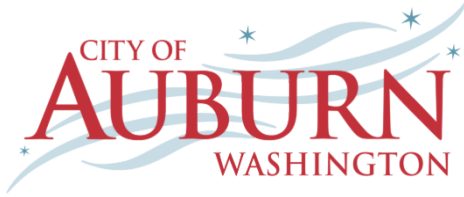
Department:

City Council

Attachments:

07-06-2026 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Regular Meeting
July 6, 2026 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

Mayor Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

LAND ACKNOWLEDGEMENT

Mayor Backus acknowledged the Federally Recognized Muckleshoot Indian Tribe as the ancestral keepers of the land we are gathered on today.

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Mayor Backus led those in attendance in the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Sam Betz, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Community Development Jason Krum, Director of Human Services and Risk Management Candis Martinson, and City Clerk Shawn Campbell.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Parks & Recreation Month

Mayor Backus proclaimed July 2026, as "Parks & Recreation Month" in the City of Auburn.

Parks, Arts, and Recreation Board Chair Matt Jennings thanked the Mayor and

Council for acknowledging Parks and Recreation Month.

APPOINTMENTS

- A. Planning Commission
City Council to approve the appointment of Adib Altallal to the Planning Commission, for a three-year term expiring December 31, 2028

Deputy Mayor Taylor moved and Councilmember Stirus seconded to approve the appointment of Adib Altallal to the Planning Commission, for a three-year term expiring December 31, 2028.

MOTION CARRIED UNANIMOUSLY. 7-0

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC HEARINGS

- A. Public Hearing for Astound Broadband, LLC Franchise Agreement No. FRN24-0004 (Gaub)
City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN24-0004 for Astound Broadband, LLC, for a Wireline Telecommunication Franchise

Mayor Backus opened the Public Hearing at 7:07 p.m.

No one came forward to speak.

Mayor Backus closed the Public Hearing at 7:07 p.m.

PUBLIC COMMENT

Written Comments:

The City Clerk's Office received written comments from Linda Redman, which were forwarded to Mayor and Councilmembers prior to the meeting.

In-Person Comments:

Amy Whitt, Ava Hahn, Raina Harington, Jeff Wright, Rocky Salvador, Tina Simmons Amsler, and Atlas Turner provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the June 15, 2026, City Council Meeting

- B. Minutes from the June 22 and June 29, 2026, Study Session Meetings
- C. Payroll Vouchers (Thomas)
Payroll check numbers 539843 through 539847 in the amount of \$810,639.30, electronic deposit transmissions in the amount of \$3,163,913.37, for a grand total of \$3,974,552.67 for the period covering June 11, 2026, to July 1, 2026
- D. Award Public Works Project No. CP2518 (Gaub)
Deputy Mayor Taylor moved and Councilmember Amer seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES

- A. Ordinance No. 7020 (Krum)
An Ordinance relating to Nonconforming Structures, Land, and Uses Regulations Amending Sections 18.54.050, 18.54.060, 18.54.070, 18.54.080, and 18.70.020 of the Auburn City Code
Councilmember Baldwin moved and Councilmember Rakes seconded to approve Ordinance No. 7020.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 7023 (Thomas)
An Ordinance amending the City's 2025-2026 Biennial Budget
Councilmember Amer moved and Councilmember Stirgus seconded to approve Ordinance No. 7023.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

- A. Resolution No. 5915 (Martinson)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for public defense improvement

Councilmember Rakes moved and Councilmember Lott seconded to adopt Resolution No. 5915.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5916 (Gaub)

A Resolution authorizing the Mayor to amend the Community Aviation Revitalization Board (CARB) Loan Agreement to the total amount of \$1,320,000.00 with the Washington State Department of Transportation for Project No. CP2518, Airport T-Hangar Upgrades

Councilmember Baldwin moved and Councilmember Rakes seconded to adopt Resolution No. 5916.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5918 (Martinson)

A Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City of Auburn and the Auburn Police Support Guild Non-Commissioned Unit for 2025–2027

Councilmember Stirgus moved and Councilmember C. Taylor seconded to adopt Resolution No. 5918.

MOTION CARRIED UNANIMOUSLY. 7-0

EXECUTIVE SESSION

Mayor Backus adjourned into an Executive Session per RCW 42.30.110(1)(i)(ii) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is or likely to become a party, when public knowledge regarding the discussion is likely to result in adverse legal or financial consequence to the agency for 20 minutes at 7:42 p.m. Councilmembers, Mayor Backus, City Attorney Whalen, and Director Gaub were required to attend. There was no action following the Executive Session.

Mayor Backus extended the Executive Session for 5 minutes at 8:02 p.m. Mayor Backus reconvened the meeting at 8:08 p.m.

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

B. From the Mayor

Mayor Backus provided a report on the events she attended.

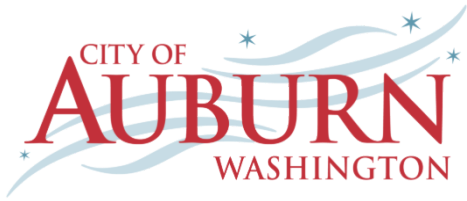
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:24 p.m.

APPROVED this 20th day of July, 2026.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the July 13, 2026, Study Session Meeting

Meeting Date:

July 20, 2026

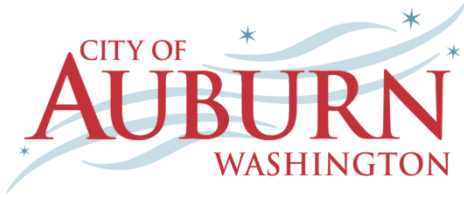
Department:

City Council

Attachments:

07-13-2026 Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Study Session
Finance & Internal Services SFA
July 13, 2026 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

Deputy Mayor Tracy Taylor called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

The following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Director of Parks, Arts, and Recreation Julie Krueger, Human Resources and Risk Management Director Candis Martinson, and City Clerk Shawn Campbell.

AGENDA MODIFICATIONS

The agenda was modified to add an introduction of Scott MacColl, the City of Auburn's new Chief Administrative Officer.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Introduction of Scott MacColl, City of Auburn Chief Administrative Officer

Mayor Backus introduced Scott MacColl, the City of Auburn's first Chief Administrative Officer (CAO). CAO MacColl introduced himself to Council and gave a brief history of his background.

B. Municipal Court Judge Candidate Presentation

Judge Sara Watson provided Council with a presentation on her professional background, judicial philosophy, building community trust, vision for Auburn

Municipal Court, and measuring the success of the Auburn Municipal Court.

Council discussed judicial training, and anti-bias training for Court staff.

C. Flock Camera Audit Presentation (Whalen/Caillier) (20 Minutes)

City Attorney Whalen, Chief Caillier, and Sheerica Ware Wilkins from Flock provided Council with a presentation on the Flock Camera Audit, including SB6002 regarding independent auditor, Flock Data definition, public records limitations, and agency requirements. They also discussed Flock requirements, data owner, privacy requirements, License Plate Reader (LPR) Transparency Portal, Community Safety bumpers, customer data, overview of the Flock system of SB 6002, 4th Amendment rights, data privacy requirements, and bipartisan support.

Council discussed measurable data from Auburn, Flock deleted data, a third party audit, the error rate for Flock cameras, an independent audit, the annual audit of the Attorney General's Office, an internal departmental audit, Schmidt v. City of Norfolk (US District Court case), tracking people, no facial recognition, voice recognition, gunshot detections, City of Auburn LPR's, speed cameras, toll lane cameras, license plate numbers connected to individuals, privately owned LPR cameras, and the ability for Council to request information

Deputy Mayor Taylor recessed the meeting for 5 minutes at 7:15 p.m.

Deputy Mayor Taylor reconvened the meeting at 7:20 p.m.

D. Review Draft Supplement to the Automated Traffic Safety Camera 2025 Program Expansion Study and Program Overview (Gaub) (15 Minutes)

Director Gaub and Assistant Director Sweeting provided Council with an overview of the Draft Supplement to the Automated Traffic Safety Camera 2025 Program Expansion Study Program, including a background of the 2025 Safety Action Plan, Speed Camera Study Supplement, Equity Analysis, impacts to drives as a financial burden, impacts on business, need for speed reduction on Auburn Way South, alternatives to cameras, education, PSRC Regional Safety Action Plan and a Tribal Supplement, review of the current situation, and the proposed next steps.

Council discussed the source for data on death per ethnicity within the report, previous school zone speed camera, and average daily traffic patterns.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 7029 (Whalen/Caillier/Krueger) (20 Minutes)

An Ordinance relating to electric-assisted bicycles and electric motorcycles, amending Section 10.56.010 of the Auburn City Code, and adding a new Chapter 10.57 to the Auburn City Code

City Attorney Whalen, Chief Caillier, and Director Krueger provided Council with an overview of Ordinance No. 7029, including updating the definitions, prohibited actions, infractions, penalties, and parent and guardian accountability.

Council discussed guardian accountability, allowing these vehicles for commuting, the definition of an e-motorcycle, discretion for fines, helmet requirements, and e-bikes not allowed in parks.

COUNCIL REPORTS

Deputy Mayor Tracy Taylor and Councilmember Baldwin provided reports.

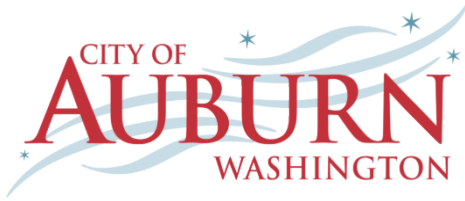
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:21 p.m.

APPROVED this 20th day of July 2026.

TRACY TAYLOR, DEPUTY MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Meeting Date:

July 20, 2026

- Voucher #483861 through Voucher #483937 dated June 10, 2026 in the amount of \$802,893.79
- Voucher #483938 through Voucher #484052 dated June 17, 2026 in the amount of \$5,830,304.31
- Voucher #484053 through Voucher #484059 dated June 18, 2026 in the amount of \$1,110,931.70
- Voucher #484060 through Voucher #484060 dated June 29, 2026 in the amount of \$32,442.00
- Voucher #484061 through Voucher #484172 dated July 2, 2026 in the amount of \$1,958,911.56
- Electronic Fund Transfers in the amount of \$4,122.38 and four wire transfers in the amount of \$1,709,536.15

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

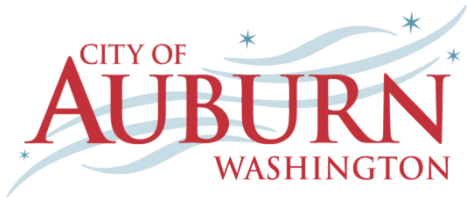
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

- Voucher #483861 through Voucher #483937 dated June 10, 2026 in the amount of \$802,893.79
- Voucher #483938 through Voucher #484052 dated June 17, 2026 in the amount of \$5,830,304.31
- Voucher #484053 through Voucher #484059 dated June 18, 2026 in the amount of \$1,110,931.70
- Voucher #484060 through Voucher #484060 dated June 29, 2026 in the amount of \$32,442.00
- Voucher #484061 through Voucher #484172 dated July 2, 2026 in the amount of \$1,958,911.56
- Electronic Fund Transfers in the amount of \$4,122.38 and four wire transfers in the amount of \$1,709,536.15

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Meeting Date:

July 20, 2026

- Voucher #484173 through Voucher #484326 voided due to accounts payable batch error
- Voucher #484327 through Voucher #484479 dated July 15, 2026, in the amount of \$9,710,125.36
- Electronic Fund Transfers in the amount of \$16,237.45 and three wire transfers in the amount of \$981,680.36

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

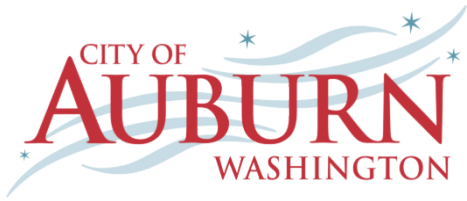
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- Voucher #484173 through Voucher #484326 voided due to accounts payable batch error
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- Electronic Fund Transfers in the amount of \$16,237.45 and three wire transfers in the amount of \$981,680.36

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)
Payroll check numbers 539848 through 539856 in the amount of \$217,926.78, electronic deposit transmissions in the amount of \$3,219,207.09, for a grand total of \$3,437,133.87 for the period covering July 2, 2026 to July 15, 2026

Meeting Date:

July 20, 2026

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

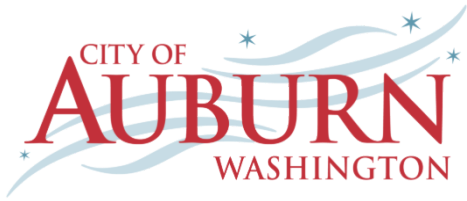
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539848 through 539856 in the amount of \$217,926.78, electronic deposit transmissions in the amount of \$3,219,207.09, for a grand total of \$3,437,133.87 for the period covering July 2, 2026 to July 15, 2026.

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP2227

City Council to approve an increase of \$55,000 in the total maximum authorized contract amount for Public Works Contract No. 26-03; Construction of Project No. CP2227, ARC Upgrade and Repairs

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

Department:

Public Works

Attachments:

Vicinity Map

Budget Impact:**Administrative Recommendation:**

City Council to approve an increase of \$55,000 in the total maximum authorized contract amount for Public Works Contract No. 26-03; Construction of Project No. CP2227, ARC Upgrade and Repairs.

Background for Motion:**Background Summary:**

Auburn City Code (ACC) Chapter 3.10 specifies the total maximum authorized contract amount for public work contracts based on contract value. The maximum authorized contract amount includes the original contract amount plus an authorized contingency. The Code allows for administrative approval of change order work within the authorized contingency amount. If additional contingency exists within the overall project budget, the code also allows the City Council to increase the total maximum authorized contract amount, which is an increase to the authorized contingency available for administrative approval.

The ARC Upgrade and Repairs project is constructing sewer system and HVAC improvements to the Auburn Community Resource Center. An increase in the maximum authorized contract in the amount of \$55,000 is needed for additional costs related to additional roof truss bracing needed to support larger replacement HVAC units that were not originally anticipated during the project design.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

CP2227 - ARC Upgrade and Repairs

Author: jsweeti
Printed: 7/14/2026



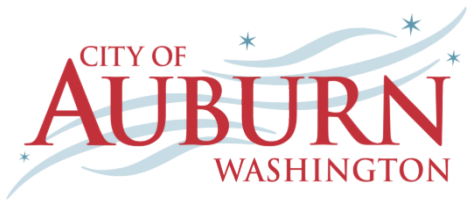
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NAD 1983 StatePlane Washington North FIPS 4601 Feet



1" = 239.6 Feet

Information shown is for general reference only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 7024 (Gaub)
An Ordinance granting to Astound Broadband, LLC, a Washington Limited Liability Company, a franchise for Wireline Telecommunications

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to approve Ordinance No. 7024.)

Department:

Public Works

Attachments:

Ordinance No. 7024

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 7024.

Background for Motion:

This Ordinance would allow Astound Broadband, LLC to continue to operate their existing fiber optic telecommunications facilities located in the public ways within the City limits. Astound provides telecommunications services that include telecommunications capacity and dark fiber, transmission of voice, data, or other electronic information, non-switched, dedicated and private line services, and high capacity fiber optic transmission services to firms, businesses, and institutions.

Background Summary:

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide service to persons or areas inside or outside of the City.

Astound Broadband, LLC has applied for a new Franchise Agreement to continue to operate their existing fiber optic telecommunications facilities located in the public ways within the City limits as their current Franchise Agreement is in a month to month status. Astound provides telecommunications services that include telecommunications capacity and dark fiber, transmission of voice, data, or other electronic information, non-switched, dedicated and private line services, and high capacity fiber optic transmission services to firms, businesses and institutions.

The proposed agreement is consistent with the City's standard Franchise Agreement language and requires that any repairs, upgrades, and improvements to the existing facilities are permitted and managed through the City's permitting processes. The proposed agreement would be valid for a term of 15 years.

A Staff presentation was given at the June 22, 2026, Study Session discussing draft Ordinance No. 7024. A Public Hearing to consider this application and hear public comment was held before the City

Council on July 6, 2024, in accordance with Auburn City Code 20.04.040.

Ordinance No. 7024 authorizes Franchise Agreement No. FRN24-0004 with Astound Broadband, LLC subject to the terms and conditions outlined in the Ordinance.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 7024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ASTOUND BROADBAND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS

WHEREAS, Astound Broadband, LLC, a Washington limited liability company ("Franchisee") holds an existing Franchise which has recently expired, and has applied for a new non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn ("City"), expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee's request for a new Franchise; and

WHEREAS, based on the information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City to grant a new Franchise to Franchisee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions

For the purpose of this Franchise and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

- A. "ACC" means the Auburn City Code.
- B. "Franchise" means this agreement approved by Ordinance No. 7024 of the City which authorizes Franchisee Facilities and the providing of Franchisee Services in the Franchise Area.
- C. "Franchisee's Facilities" means fiber optic and broad band communications services infrastructure and equipment constructed and operated within the public ways including all cables, wires, conduits, ducts, pedestals, and

any associated converter equipment or other items necessary for Telecommunications Services as defined in RCW 35.99.010(7), that are located in the Franchise Area.

Franchisee's Facilities do not include facilities used to provide wireless services, including antennas or other equipment, appliances, attachments and appurtenances associated with wireless telecommunications facilities. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375. Franchisee's facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate franchise agreement or agreement.

D. "Franchisee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Franchisee using its Facilities, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable. Franchisee's Services may also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Franchise, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee's Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including franchise agreements, impacting the

Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Franchise, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City may reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4, or as otherwise provided for by the reserved easement or other such instrument or authority.

G. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. Upon written request, the Franchisee shall provide the City with contact information for any user of the Franchisee's Facilities that has authority to physically operate, control, or access Franchisee's Facilities. Franchisee acknowledges that the City may determine if Franchisee's client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the receiving party. Any communication made by e-mail or similar method will not constitute notice pursuant to this Franchise.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn

25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010
Email Address: rowusepermit@auburnwa.gov

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Franchisee: Astound Broadband, LLC
Attn: Jared Sonne, GM/SVP
4786 1st Ave S
Seattle, WA 98134
Telephone: (888) 317-0488

with a copy to: Astound Broadband, LLC
Attn: Legal Dept.
650 College Road East, Suite 3100
Princeton, NJ 08540
Email Address: legal@astound.com

B. Any changes to the above-stated Franchisee information shall be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Franchise.

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (888) 317-0488.

Section 4. Term of Franchise

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Franchise.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise, which such date the City shall note and provide written notice of to Franchisee.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 28 of this Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is undertaking its activity.

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

D. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within 24 hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of

providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Trench Repair for Street Restorations

A. At any time during the term of this Franchise, if a Franchisee Facility or Franchisee's work, whether in progress or completed, within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify Franchisee of the deficiency and Franchisee agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City, or such other timeframe as determined by the City.

B. For purposes of the Section, "street" shall mean all City owned improvements within a public way, including, but not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

Section 8. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe condition, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 10. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 11. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

B. If a readjustment or relocation of the Franchisee Facilities is necessitated by a request from a party other than the City, that party shall pay the Franchisee the actual costs associated with such relocation.

Section 12. Abandonment and/or Removal of Franchisee Facilities

A. Within one hundred and eighty days (180) of Franchisee's permanent cessation of use of the Franchisee's Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

C. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are present and involved in the undergrounding project, Franchisee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's database system, including the City's Geographic Information System (GIS) database. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 15. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all third party claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise, except to the extent such injury or damage as shall have been occasioned by the gross negligence of the City.

However, should a court of competent jurisdiction determine that this Franchise 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 Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee'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 Franchise.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the willful act or omission or negligence of the City, or its agent performing such work.

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 15(A), the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Section 16. Insurance

A. The Franchisee shall procure and maintain for the duration of this Franchise and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the public way.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of the Franchisee 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. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 if the Franchise is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General

Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets or exceeds the following limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than \$1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Franchise. The

Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Franchise. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within five business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of the Franchise, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Franchise.

K. City Full Availability of Franchisee Limits. If the Franchisee 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 Franchisee, irrespective of whether such limits maintained by the Franchisee are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Franchisee.

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to prior approval by the City, which such approval shall not be unreasonably conditioned, delayed, or withheld. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following:

1. Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 16 Franchisee proposes to self-insure. This letter must include a description of Franchisee's self-insurance program a certificate and/or letter of coverage that outlines coverage, limits, and deductibles.

2. Franchisee's self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted

Accounting Principles (GAAP) and adhere to accounting standards promulgated by: Governmental Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), and the Washington State Auditor's annual instructions for financial reporting.

3. Franchisees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The City of Auburn need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

4. Franchisee shall provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available. If such financial statements are identified by the Franchisee as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at the Franchisee's local office in Seattle, Washington. If Franchisee no longer has a local office in Seattle, Washington, then Franchisee will make such financial statements available for the City's inspection at an alternate location within a 25-mile radius of the City of Auburn.

5. Franchisee or its parent company shall be responsible for all payments within the self-insured retention.

6. Franchisee assumes all defense and indemnity obligations as outlined in Section 15.

7. Franchisee shall provide a summary of coverages and a letter of self-insurance, evidencing continued coverage under Franchisee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance shall be provided on the anniversary of the effective date of this Agreement.

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or

abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance.

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 19. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Franchise, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Franchise. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 20. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 17 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

Section 21. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Franchisee, if the Franchisee fails to comply with such amendment or modification.

Section 22. License, Tax and Other Charges

This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt under authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 23. Consequential Damages Limitation

Notwithstanding any other provision of this Franchise, in no event will either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 24. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 25. Titles

The section titles used are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 26. Implementation

The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

Section 27. Entire Franchise

This Franchise, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous franchises between the parties pertaining to Franchisee's operation of its Facilities are hereby superseded.

Section 28. Effective Date.

This Ordinance will take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

PUBLISHED: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Astound Broadband, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Franchisee Name: Astound Broadband, LLC

Address: _____

City, State, Zip: _____

By: _____
Signature

Date: _____

Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

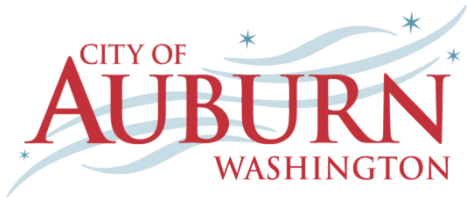
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____

Ordinance No. 7024
Franchise Agreement No. FRN24-0004
April 29, 2026
Page 18 of 18



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5912 (Whalen)

A Resolution authorizing the Mayor to execute on behalf of the City, a First Amendment to the Lease dated October 7, 2024, with Rainier Flight Services, LLC

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5912.)

Department:

Legal

Attachments:

Resolution No. 5912, Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5912.

Background for Motion:

Approving this Resolution will allow the City and Rainier Flight Services to amend the Lease in a manner that is mutually beneficial to both parties by aligning Rainier's leased space with its current operational needs while returning needed office space within the Administration Building to the Airport for use by its staff.

Background Summary:

Rainier Flight Services and the City of Auburn entered into a lease agreement in October 2024 for office, classroom, and flight training space at the Auburn Airport, consisting of the East Room and three offices located within the Airport Administration Building.

Having a need for additional office, classroom, and flight training space, Rainier secured additional off-Airport space, making a small portion of the office space within the Administration Building surplus to their operational needs.

Airport staff have an operational need for that office space making this amendment beneficial to both parties.

Councilmember: Hanan Amer

Staff: Jason Whalen

RESOLUTION NO. 5912

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE LEASE DATED OCTOBER 7TH, 2024 WITH RAINIER FLIGHT SERVICES, LLC

WHEREAS, the City of Auburn (“City”) and Rainier Flight Services, LLC, (“Rainier”) entered into a lease agreement dated October 7th, 2024, authorized by Resolution 5786 (the “Lease”) for office, classroom, and flight training space within the Auburn Municipal Airport’s “Administration Building” located at the Auburn Municipal Airport (the “Airport”); and

WHEREAS, Rainier has secured additional off-Airport office, classroom, and flight training space, resulting in a portion of the space currently leased in the Administration Building becoming surplus to Rainier’s operational needs; and

WHEREAS, the City’s Airport administrative staff have a need for additional office space to support Airport operations; and

WHEREAS, amending the Lease to return a portion of Rainier’s leased space within the Administration Building to the City would benefit both parties by aligning Rainier’s leased space with their operational needs while also providing needed office space for Airport staff and operations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor is authorized to execute the First Amendment to the Lease Agreement, attached as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

**FIRST AMENDMENT TO THE
AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AUBURN AND
RAINIER FLIGHT SERVICE, LLC**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is entered into this _____, 2026, (“First Amendment Date”) by and between the City of Auburn, a Washington municipal corporation (“Landlord,” or “City”) and Rainier Flight Service, LLC, a Washington Limited Liability Company (“Tenant”).

RECITALS:

1. The Parties entered a Lease Agreement on October 7, 2024 (the “Lease”) for office space in the Auburn Municipal Airport’s “Administration Building” located on the Auburn Municipal Airport (the “Airport”) authorized through the ratification of Resolution 5786.
2. The Parties mutually desire to amend the Lease under the following terms.
3. This Amendment is authorized by the Auburn City Council through the ratification of Resolution 5912

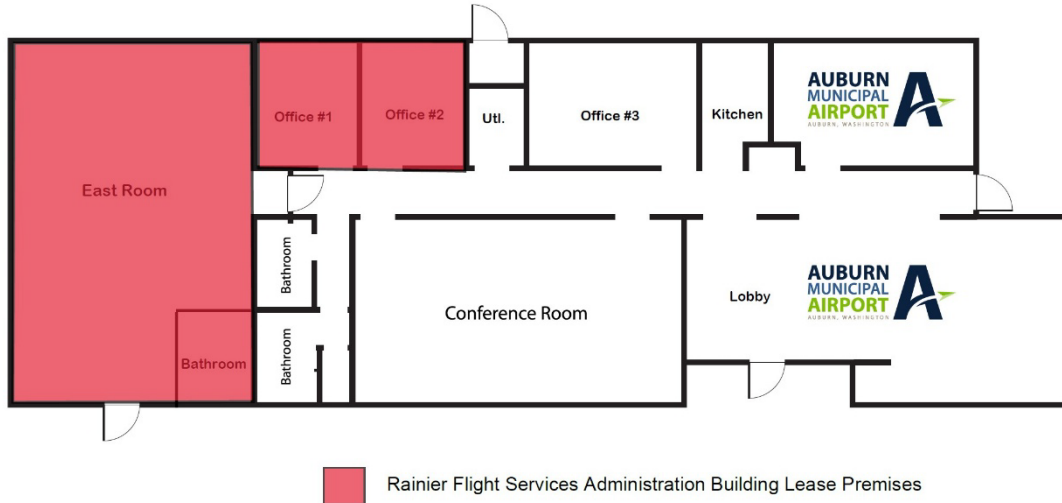
NOW THEREFORE, the Parties agree to amend the Lease as follows, effective August 1, 2026 (the “Amendment Effective Date”):

1. Article 1.1 of the Lease is replaced in its entirety with the following:

1.1) In consideration of the rent and performance by Tenant of the terms and conditions and the mutual covenants in this Lease, Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the “East Room”, Office 1, and Office 2 located within the Auburn Airport Administration Building at 2143 E Street NE, Auburn, WA 98002 (“Administration Building”) as depicted in Exhibit A. The East Room, Office 1, and Office 2 are individually and collectively the “Premises”. The Premises is a portion of King County parcel number 000080-0009, located in the City of Auburn, Washington, at the Auburn Municipal Airport (the “Airport”).

2. Exhibit A to the Lease (depicting the Premises) is replaced with the following new Exhibit A (Airport Administration Building):

Exhibit A **Airport Administration Building** Auburn Airport Administration Building Floor Plan



3. Article 2.2 of the Lease is replaced in its entirety with the following:

2.2) Extension Options. Provided Tenant is not in default under this Lease and has faithfully performed all terms and conditions of this Lease, Tenant may request to extend the then-current Lease term for up to two (2) additional consecutive periods of five (5) years each (each, an “Extension Option”). Each Extension Option shall commence immediately upon expiration of the preceding Lease term, without interruption or delay.

Tenant may exercise an Extension Option only by delivering written notice to the City (“Exercise Notice”) in accordance with Article 12 between August 1 and August 31 of the final year of the then-current Lease term. Tenant’s delivery of an Exercise Notice shall constitute a request to extend the Lease term and shall not automatically extend the Lease. Any Extension Option shall be subject to the City’s sole review and written approval, which approval may be granted, conditioned, or denied in the City’s sole and absolute discretion.

Landlord shall provide Tenant with written notice within ten (10) business days after receipt of Tenant’s Exercise Notice, stating whether Landlord approves, denies, or conditions approval of Tenant’s request (the “Notice Response”). If Landlord fails to provide a Notice Response within such ten (10) business day period, Tenant’s request shall be deemed approved, subject only to the Extension Option Rent provisions set forth in Article 3.4.

Each Extension Option is personal to Tenant and may not be assigned or exercised, voluntarily or involuntarily, by or to any other person or entity. In addition, each Extension Option shall be available only to and exercisable by Tenant while Tenant is in actual physical possession of the Premises.

Rainier Flight Services / COA
Lease Agreement dated October 7th, 2024 (RES 5786)
First Amendment RES 5912

4. Article 3.1 of the Lease is replaced in its entirety with the following:

3.1) Effective upon the Amendment Effective Date, the Tenant agrees to pay to the City of Auburn a “Base Rent” of \$2,185.46 per month. The Base Rent is inclusive of all common area maintenance and usage fees, and security fees. In addition to the Base Rent, Tenant agrees to pay a statutory leasehold excise tax of 12.84% of the monthly Base Rent imposed by RCW 82.29A. The Base Rent plus leasehold excise tax (together “Rent”) at the Amendment Effective Date, is \$2,466.07 per month. Tenant shall pay Rent in full at the office of the Airport Manager or at such other office as may be directed in writing by the Landlord, on the 1st calendar day of each month. Rent shall be paid without notice, demand, offset, abatement or deduction of any kind. If this Lease commences or terminates on a date other than the first or last day of the calendar month, then Rent shall be pro-rated on a 30-day per diem basis.

5. A new Article 3.5 is added to the Lease and reads as follows:

3.5) Lease Deposit. Immediately upon execution of this Amendment, Tenant shall deposit with Landlord a “Lease Deposit” of \$4,000 which shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Lease Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Lease Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Lease Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Lease Deposit or any balance thereof shall be returned to Tenant at such time after termination of this Lease when Landlord shall have determined that all of Tenant's obligations under this Lease have been fulfilled.

10. The following contact is added to Article 12 – Notices:

Bradley Donaldson
2143 E Street NE, Ste 1
Auburn, WA 98002
206.851.2624
Bradley@Rainierflight.com

SIGNATURES

By signing below, the TENANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS AMENDMENT, AND AGREES TO IT.

TENANT

RAINIER FLIGHT SERVICE, LLC

DocuSigned by:
Gordon Alvord

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Gordon Alvord, Owner

LANDLORD

CITY OF AUBURN

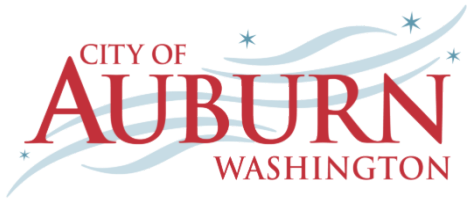
Nancy Backus, Mayor

DocuSigned by:
Bradley Donaldson

67838CCD12ED491...
Bradley Donaldson, Owner

Approved as to Form:

Jason Whalen, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5917 (Krueger)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend Grant Funds for the operation of City Bicycle Programs

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5917.)

Department:

Parks, Arts & Recreation

Attachments:

Resolution No. 5917, Contract

Budget Impact:

\$192,000.00

Administrative Recommendation:

City Council to adopt Resolution No. 5917.

Background for Motion:

Resolution No. 5917 would authorize the Mayor to sign a contract with the Cascade Bicycle Club up to \$192,000 to go toward the continued implementation of bicycle education programs for Auburn youth.

Background Summary:

The City applied for a grant through Cascade Bicycle Club to teach bicycle education to Auburn Youth. The City received this same grant in 2025-2026 and implemented these programs successfully. The City's application was successful and allows the program to continue in 2026-2027. The City applied for \$215,000 however the final funding amount was reduced to \$192,000. Approval of this Resolution would authorize the Mayor to sign the contract to accept the grant and its final funding amount.

Councilmember: Lisa Stirgus

Staff: Julie Krueger

RESOLUTION NO. 5917

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CASCADE BICYCLE CLUB TO ACCEPT AND EXPEND GRANT FUNDS FOR THE OPERATION OF CITY BICYCLE PROGRAMS

WHEREAS, The Washington State Department of Transportation (WSDOT) provides grant funding through the Statewide School-Based Bicycle Safety Education Program, which was created by statute in 2022; and

WHEREAS, the purpose of the program is to make elementary and middle school students more confident bicyclists for transportation and/or recreation by developing their bicycle skills and providing them with street safety knowledge; and

WHEREAS, the Cascade Bicycle Club is an organization that works with WSDOT to identify qualified recipients of grant funding through the School-Based Bicycle Safety Education Program and to administer those grants; and

WHEREAS, the Cascade Bicycle Club has awarded the Auburn Parks, Arts, and Recreation Department grant funding for middle school programs that teach bike knowledge, bicycle and pedestrian safety, and leadership skills to students from systemically underserved communities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor is authorized to execute an Agreement between the City and Cascade Bicycle Club, which agreement will be in substantial conformity with the agreement attached hereto.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

**GRANT AGREEMENT BETWEEN
CASCADE BICYCLE CLUB AND
{{Organization Name}}**

This Grant Agreement (the "Agreement") is entered into by and between the {{Organization Name}} ("Grantee" or "Grantee"), a {{Entity}} entity having its principal place of business at {{Address}} {{Address 2}} {{Address City}} WA, {{Address Postal Code}} and the Cascade Bicycle Club ("CBC"), a non-profit organization, having offices at 7787 62nd Ave NE Seattle, WA 98115.

Effective Date: **July 1, 2026**

Grant Amount: **{{Award Amount}}**

Period of Performance: **July 1, 2026 – June 30, 2027.**

1. **TERM.** This Agreement is for a one (1) year term, commencing July 1, 2026 and expiring June 30, 2027 (the "Grant Term"), unless earlier terminated pursuant to the provisions of this Agreement.
 - a. To be considered for renewal for the subsequent period (July 1, 2027 – June 30, 2028), the Grantee must submit a renewal application and updated budget in accordance with CBC's renewal process. Renewal is not automatic and is contingent on: (i) successful implementation of the Scope of Work as assessed under CBC's Grantee Performance Standards; (ii) continued availability of funds under the WSDOT Master Contract and applicable legislative appropriations; (iii) mutual agreement of the parties; and (iv) CBC's review and approval of the Grantee's renewal application.

Any extension or renewal of this Agreement must be documented in a written amendment signed by authorized representatives of both parties prior to the expiration of the current Grant Term.

2. PROGRAM AUTHORITY; MASTER CONTRACT; ORDER OF PRECEDENCE.

- a. **Program Authority.** This Agreement is entered into pursuant to RCW 47.04.390, which establishes the Statewide School-Based Bicycle Safety Education Grant Program (the "Program"). The Program was created by Chapter 182, Laws of 2022 (ESSB 5974, Section 419), and is funded through the Climate Active Transportation Account established under RCW 70A.65.030 (Climate Commitment Act). All rights, obligations, and conditions set forth in this Agreement derive from and are subject to:
 - (i) RCW 47.04.390 (Statewide School-Based Bicycle Safety Education Grant Program);
 - (ii) Chapter 182, Laws of 2022 (ESSB 5974, Section 419);
 - (iii) RCW 70A.65.030 (Climate Commitment Act - Climate Active Transportation Account);
 - (iv) RCW 70A.02 (Healthy Environment for All Act or HEAL Act); and
 - (v) All applicable provisions of Washington state and federal law.
- b. **Program Administrator.** The Program is administered by Cascade Bicycle Club ("CBC" or "Administrator") pursuant to Contract No. K1519 with the Washington State Department of Transportation ("WSDOT"), as amended (the "Master Contract"), attached at Exhibit ___. CBC is a sole-source contractor selected by WSDOT under the authority of RCW 47.04.390. This Agreement is a subgrant made by CBC in its capacity as Program Administrator under K1519.
- c. **Relationship to Master Contract.** This Agreement is funded by and made in furtherance of the Master Contract. A copy of the Master Contract, as currently in effect, is attached as Exhibit _____. Grantee acknowledges that: (i) this Agreement is funded through a state contract subject to legislative appropriation, WSDOT oversight, audit, and applicable state requirements; (ii)

Grantee has been provided access to the Master Contract and has had an opportunity to review it; and (iii) certain requirements imposed on CBC under the Master Contract are passed through to Grantee as conditions of receiving and using Program funds.

- d. **Pass through Obligations.** To the extent applicable to Grantee's performance, Grantee shall comply with all Master Contract requirements. Without limiting the foregoing, the following obligations imposed on CBC under the Master Contract are specifically passed through to Grantee and are binding conditions of this Agreement, regardless of whether they are separately enumerated elsewhere:
 - (i) Confidentiality and data security requirements;
 - (ii) Criminal history background check requirements for personnel with unsupervised youth access;
 - (iii) Sexual abuse and misconduct prevention requirements;
 - (iv) Records retention and access rights of WSDOT and the Washington State Auditor's Office;
 - (v) Requirements regarding use, custody, maintenance, tracking, return, disposition, and conversion of Program goods, equipment, Fleet Assets, and other state-funded property;
 - (vi) key staff change notification requirements;
 - (vii) Publicity, branding, acknowledgment, and communications requirements;
 - (viii) Reporting, invoicing, documentation, and fiscal accountability requirements;
 - (ix) any other requirements imposed by WSDOT that are applicable to Grantee's receipt or use of Program funds or performance of Program activities.
- e. **Breach of Passthrough Obligation.** Grantee's violation of any applicable pass-through obligation constitutes a breach of this Agreement and may result in remedies available under the Compliance, Escalation, and Termination provisions of this Agreement. CBC's obligation to notify WSDOT of a Grantee breach, noncompliance, audit finding, or misuse of funds is separate from and in addition to CBC's rights to act against Grantee under this Agreement.
- f. **Changes to Master Contract.** The parties acknowledge that the Master Contract was originally executed on or about October 25, 2022, and has been amended since execution. This Agreement incorporates the Master Contract requirements in their current operative form, as amended, and not superseded, expired, or legally inoperative provisions from prior versions. Grantee acknowledges that the Master Contract has been amended before and may be amended again during the Grant Term. If WSDOT amends, supplements, replaces, or interprets the Master Contract in a manner that affects Grantee's obligations under this Agreement, CBC shall notify Grantee in writing within thirty (30) calendar days after CBC receives notice of the change from WSDOT, or sooner if reasonably practicable given the nature of the change.
 - i. **Conforming Changes.** If a Master Contract change modifies, clarifies, or replaces an obligation that already applies to Grantee under this Agreement, the corresponding provision of this Agreement shall be deemed conformed to the Master Contract requirement as of the effective date required by WSDOT, provided that CBC gives Grantee written notice identifying the change, the affected provision, the practical effect on Grantee's obligations, and any required deadline for compliance.
 - ii. **New Obligations.** If a Master Contract change imposes a materially new obligation on Grantee that does not correspond to an existing obligation under this Agreement, the parties shall amend this Agreement in writing to incorporate the new obligation. Notwithstanding the foregoing, Grantee shall cooperate in good faith with CBC to satisfy any WSDOT-imposed requirement necessary to preserve Program funding, protect Program participants, safeguard state-funded property, or comply with applicable law.
- g. **Order of Precedence.** This Agreement is one of several documents that together govern Grantee's participation in the Program. In the event of any conflict among these documents, the following order of precedence controls:
 - (i) **Applicable Washington state and federal law.** All provisions of this Agreement. Neither party may waive or contract around statutory requirements.

(ii) Master Contract (K1519, as amended). All provisions of this Agreement that correspond to or implement K1519 obligations. Conflicts between this Agreement and K1519 resolve in favor of K1519.

(iii) This Grant Agreement (including all Exhibits). All program obligations, financial terms, compliance standards, and rights between the parties. Conflicts between the Agreement and operational guidance documents resolve in favor of this Agreement.

(iv) Scope of Work (Exhibit A). Program deliverables, timelines, documentation standards, and performance expectations. Conflicts between the SOW and Operational guidance resolve in favor of the SOW.

(v) Program Operational Guidance. Operational guidance, processes, forms, and templates for program implementation. Conflicts between Operational guidance and verbal or informal CBC staff instructions resolve in favor of Operational Guidance.

- a. **No Modification by Verbal Instruction.** No verbal instruction, informal understanding, or course of dealing between the parties shall modify or supersede any written provision of this Agreement, the Scope of Work, or the Program Operational Guidance.
3. **PROGRAM SCOPE & ELIGIBLE PARTICIPANTS.** This Agreement funds Grantee's implementation of the program identified in this Agreement (the "Program"), as part of Washington's Statewide School-Based Bicycle Safety Education Grant Program established by RCW 47.04.390. The specific program activities, deliverables, and requirements applicable to Grantee are described in the Scope of Work (Exhibit A).
4. **SCOPE OF WORK.** Grantee shall perform all program activities, meet all deliverables, and submit all required documentation as specified in the Scope of Work attached to this Agreement as Exhibit A (the "Scope of Work"). The Scope of Work is incorporated into this Agreement by reference and is a binding condition of Grantee's participation in the Program.
 - a. **Legal Status.** Failure to complete required deliverables by the deadlines specified, or failure to submit required documentation, constitutes a breach of this Agreement subject to the escalation and compliance procedures of Section [DD].
 - b. **Minimum Compliance & Program Quality.** Completion of all deliverables in the Scope of Work reflects minimum compliance with this Agreement and does not on its own indicate overall program quality or guarantee eligibility for continued or expanded funding. Program quality standards, performance expectations, and renewal eligibility criteria are described in CBC's program operational guidance.
 - c. **Scope of Work Amendments.** The Scope of Work may be amended during the Grant Term to reflect changes required by WSDOT, agreed program design adjustments, or corrections to deliverable language. Any amendment that changes a Grantee's legal obligations requires a written amendment to this Agreement signed by both parties, consistent with Section [Amendment].
5. **PROGRAM OPERATIONAL GUIDANCE.** Before the start of the Grant Term, CBC will provide Grantee with program operational guidance applicable to Grantee's program track ("Operational Guidance"). Operational Guidance translates the obligations of this Agreement and the Scope of Work into practical tools. This includes definitions, processes, expense documentation standards, reporting templates, data collection forms, and other resources Grantees use to implement the Program. Operational Guidance may be provided as a handbook, a program guide, or a collection of documents.
 - a. **Legal Status & Hierarchy. Updates to Operational Guidance.** CBC may update Operational Guidance during the Grant Term to reflect new WSDOT guidance, revised forms, or updated operational procedures. CBC will provide Grantee with reasonable written notice where practical.. A material update is one that changes a Grantee's obligations, modifies a reporting requirement, or alters a form or process that Grantees are actively using. Non-material updates, including formatting corrections, clarification of existing requirements without changing their substance, and correction of errors, may be made without advance notice. CBC will provide reasonable notification of non-material updates when practicable.

- b. **Grantee Acknowledgement.** By executing this Agreement, Grantee acknowledges that it has received, or will receive, reviewed, and agrees to comply with the Operational Guidance provided by CBC for the current Grant Term. Grantee is responsible for reviewing and complying with any updated Operational Guidance following CBC's written notice of a material update.

Failure to follow Operational Guidance requirements constitutes a breach of this Agreement.

- 6. **TOTAL GRANT AWARD & APPROVED BUDGET.** The total award under this Agreement shall not exceed the amount identified in Exhibit B (the "Total Award"). The Total Award is derived from Grantee's approved grant application and represents the maximum amount CBC may reimburse under this Agreement.
 - a. **Approved Budget.** Grantee may request reimbursement only for allowable costs within the budget categories and amounts set forth in the Approved Budget in Exhibit B. Grantee may only request reimbursement for costs that fall within the approved categories and amounts, subject to the reallocation provisions of Section 19.
 - b. **No Guarantee of Full Award.** CBC's obligation to reimburse is contingent on Grantee's compliance with this Agreement, WSDOT's reimbursement of CBC, and the continued availability of funds under the Master Contract.
- 7. **REIMBURSEMENT BASIS; NO ADVANCE PAYMENT.** All payments under this Agreement are made on a reimbursement basis only. Grantee must incur and pay costs before requesting reimbursement. CBC does not make advance payments, pre-payments, or payments in anticipation of costs not yet incurred.
 - a. **WSDOT Payment Dependency.** CBC's obligation to pay Grantee is contingent on CBC receiving the corresponding funds from WSDOT. CBC will pay all undisputed amounts within thirty (30) calendar days of CBC's receipt of funds from WSDOT. If WSDOT withholds or delays payment to CBC, CBC will notify Grantee and work to resolve the issue promptly.
- 8. **ALLOWABLE COSTS.** To be reimbursable under this Agreement, a cost must meet all of the following criteria, consistent with 2 CFR Part 200, Section 200.403–200.405 and K1519, Section 10:
 - a. **Incurred within the Grant Term.** Costs must be incurred (goods received, services rendered, or obligations legally binding on Grantee) on or after July 1, 2026 and on or before June 30, 2027.
 - b. **Allowable to the Program.** Costs must be directly attributable to Program activities described in the Scope of Work. Where a cost benefits both the Program and other Grantee activities, only the proportionate share attributable to the Program is allowable, supported by a documented allocation methodology.
 - c. **Reasonable.** CBC may deny reimbursement for costs CBC or WSDOT determines are unreasonable, unsupported, excessive, or inconsistent with prevailing market rates for comparable goods or services.
 - d. **Adequately Documented.** All costs must be supported by source documentation consistent with Section 11.
 - e. **Consistent with SAAM Travel & Expense Standards.** Travel, lodging, meals, and incidentals shall be reimbursed at rates no greater than those established in the Washington State Administrative and Accounting Manual (SAAM), as updated from time to time.
 - f. **Compliant with Applicable Law.** Costs must be incurred in compliance with all applicable federal and state laws, including applicable procurement requirements for public agency grantees.
 - g. **Within the Approved Budget.** The cost falls within an approved budget category and does not exceed the approved amount for that category, subject to the reallocation provisions of Section 13.
 - h. **Supply & Equipment Purchases.** All costs for supplies, equipment, and maintenance parts are subject to the additional eligibility criteria in Exhibit B, Schedule A-2, and CBC's cost guidance. A purchase appearing on the Authorized Cost Sheet is a necessary but not sufficient condition for reimbursability.
 - i. **Unallowable Costs.** Costs that fail to meet any condition in this Section 8, or that CBC or WSDOT has specifically identified as unallowable in writing, are not reimbursable under this Agreement.

9. **COMPENSATION & PAYMENT.** Payment is subject to this Agreement.
- a. **Conditions of Payment.** Each reimbursement payment is contingent on: (i) Grantee's satisfactory progress toward Scope of Work deliverables; (ii) Grantee's compliance with this Agreement; (iii) CBC's receipt of the corresponding funds from WSDOT; and (iv) no material change in Grantee's operations, staffing, or legal status that would impair Grantee's ability to perform.
 - b. **Payment Modification.** CBC may adjust, reduce, or withhold reimbursement to reflect disallowed costs, budget reallocation provisions of Section 13, WDOT funding changes, WDOT directives, corrective action, or amendment of this Agreement.
 - c. **Withholding.** CBC may withhold payment for: (i) any disputed line item until the dispute is resolved; (ii) any reporting period for which Grantee has not submitted a complete financial report; (iii) any unresolved corrective action under Section [CBC Financial Review]; or (iv) any period during which Grantee is in breach of this Agreement. Withholding of payment for disputed items does not constitute a breach by CBC.
10. **EXPENSE REPORTING & INVOICE SUBMISSION.** Grantee shall submit financial reports and reimbursement requests to CBC according to the payment schedule in Exhibit B. No amount is due to Grantee until Grantee has complied with the financial reporting requirements in Exhibit B and this section.
- a. **Required Certification.** Each submission must include Grantee's signed certification: "I certify that the costs reported in this submission are accurate, allowable under this Agreement, incurred during the reporting period, and have not been charged to any other funding source." A knowingly false certification may result in denial of reimbursement, repayment obligations, termination, and any other remedies available under this Agreement or applicable law.
11. **SUPPORTING DOCUMENTATION.** Grantee must maintain documentation sufficient to support each cost submitted for reimbursement and to demonstrate that the cost meets all allowability criteria in Section 8. Documentation must be made available to CBC, WSDOT, and the Washington State Auditor's Office upon request.
- All documentation must be retained for a minimum of six (6) years after the Grant Term end date, consistent with Section [Records Retention], and the Master Contract, Section 13.
- The specific documentation standards, required record types by cost category, and examples of acceptable documentation are set forth in CBC's Operational Guidance. Grantee is responsible for reviewing and complying with those standards as a condition of reimbursement.
12. **FISCAL YEAR SUBMISSION DEADLINE.** The Program operates on a state fiscal year of July 1 through June 30. All costs incurred between July 1, 2026 and June 30, 2027 must be submitted to CBC no later than July 10, 2027.
- a. **Deadlines.** This deadline reflects CBC's obligation to submit its invoice to WSDOT. CBC requires Grantee submissions by July 10 to allow time for financial review and compilation before CBC's WSDOT deadline. Grantee acknowledges that WSDOT may not reimburse claims received after CBC's upstream deadline, and that this constraint is binding on CBC's ability to reimburse Grantee.
 - b. **Late Submissions.** CBC is not obligated to reimburse costs submitted after July 10, 2027. Grantee bears sole responsibility for any costs that become unreimbursable due to late submission. If Grantee anticipates difficulty meeting this deadline, Grantee must notify the Program Officer in writing before the deadline.
13. **BUDGET REALLOCATION CONTROLS.** Grantee may reallocate funds within the Approved Budget subject to the thresholds and procedures set forth in Exhibit B. Reallocations that exceed those thresholds or increase the Total Award require a formal written amendment.

14. **PROHIBITION ON DUPLICATE CHARGES.** Grantee shall not charge, and shall not submit for reimbursement, any cost that has been or will be charged to any other federal, state, local, or private funding source for the same purpose during the same period.
- a. **Disclosure Obligation.** Grantee shall promptly disclose to CBC any other funding source that pays, may pay, or is intended to pay for the same costs, staff time, supplies, equipment, activities, or deliverables charged or proposed to be charged under this Agreement.
15. **TAX OBLIGATIONS.** Grantee is solely responsible for all taxes arising from or related to payments received under this Agreement, including Washington State Business and Occupation Tax, payroll taxes, unemployment contributions, and any other applicable taxes. Receipt of grant funds does not confer tax-exempt status on Grantee or on any activity funded under this Agreement.
16. **OVERPAYMENT, ERRONEOUS PAYMENT, & CLAWBACK**
- a. **Obligation to Refund.** If CBC or WSDOT determines that any payment was erroneous or exceeded the properly reimbursable amount, Grantee shall refund the full amount within thirty (30) calendar days of written notice.
 - b. **Interest on Late Refund.** If Grantee fails to refund within thirty (30) calendar days, CBC may charge interest at one percent (1%) per month, or the maximum rate permitted by law, whichever is less, beginning on the thirty-first day following written notice.
 - c. **Right of Offset.** CBC may offset any confirmed overpayment against future reimbursements due to Grantee after providing Grantee ten (10) calendar days written notice.
 - d. **Audit Exception Liability.** If a state or federal audit, WDOT review, disallows costs reimbursed to Grantee on costs submitted by Grantee, Grantee's documentation, Grantee's conduct, or Grantee's noncompliance, Grantee is solely responsible for repaying the disallowed amount, regardless of whether CBC has already been reimbursed by WSDOT.
 - e. **Dispute of Refund Demand.** If Grantee disputes CBC's determination, Grantee shall provide written notice with supporting documentation within fifteen (15) calendar days of receipt of the demand. The obligation to refund is tolled during the pendency of a timely filed dispute, provided Grantee cooperates with review.
17. **UNEXPENDED FUNDS & GRANT CLOSEOUT**
- a. **Return of Unexpended Funds.** Any portion of the Total Award not expended on allowable costs by the Grant Term end date shall be returned to CBC within forty-five (45) calendar days of the Grant Term end date.
 - b. **No-Cost Extension.** If Grantee anticipates inability to complete Program activities within the Grant Term, Grantee may request a no-cost extension in writing no less than sixty (60) calendar days before the Grant Term end date. CBC will respond within fifteen (15) calendar days. No-cost extensions require WSDOT's approval and the availability of funds under the Master Contract. A no-cost extension does not increase the Total Award.
18. **SUBCONTRACTING & SUB-AWARDS.** Grantee shall not subcontract any Program obligations or make a sub-award of grant funds without CBC's prior written approval and may not subcontract the entirety of its Program responsibilities. Any approved subcontract must require compliance with, at minimum: the financial accountability requirements of this Agreement, records retention obligations, the prohibition on duplicate charges, civil rights requirements, and CBC's and WSDOT's audit rights. Grantee shall provide CBC a copy of any executed subcontract within ten (10) calendar days of execution and remains fully liable for the acts, omissions, and financial compliance of any subcontractor.
19. **CHILD SAFETY; ABUSE & MISCONDUCT PREVENTION; BACKGROUND CHECKS.** Grantee and any subcontractors shall require all personnel, including employees, contracted staff, and volunteers, who have or may have unsupervised access to youth participants to complete a Washington State Patrol criminal history background check before any such access and at least every two (2) years thereafter. Grantee shall maintain and produce documentation of compliance upon request and shall extend this obligation to all

subcontractors. Failure to maintain current background checks constitutes a material breach; CBC may require immediate removal of non-compliant personnel. Grantee remains fully liable for the acts, omissions, and financial compliance of any subcontractor. Grantee shall maintain and enforce written policies prohibiting child abuse, sexual abuse, sexual misconduct, and inappropriate relationships between Program personnel, including volunteers, and youth participants. The policies must define prohibited conduct, require appropriate personnel training, establish procedures for responding to youth disclosures or suspected incidents, and require compliance with all applicable child abuse and neglect reporting laws, including RCW 26.44. Grantee shall notify appropriate authorities as required by law. Grantee shall also notify CBC within twenty-four (24) hours of any known or suspected incident involving a youth participant, in a manner consistent with applicable privacy, student records, and child protection laws. Notice to CBC does not substitute for any report required by law and does not limit Grantee's responsibility to respond, investigate, remediate, or report as required by law or Grantee policy.

20. **REPORTING FRAMEWORK.** Grantee's timely, complete, and accurate reporting is required for CBC's program oversight, WSDOT contract compliance, funding decisions, and state reporting obligations.

Grantee shall submit all reports required under Exhibit A, the Scope of Work, and CBC's Operational Guidance by the applicable deadlines. The specific report types, components, formats, data requirements, and submission schedules applicable to Grantee's program track are set forth in CBC's Operational Guidance. Financial reporting and invoice submission requirements, including deadlines and certification obligations, are governed by Section 10.

Failure to submit complete and accurate reports by required deadlines constitutes noncompliance and may result in withholding of reimbursement, corrective action, suspension, termination, or other remedies under this Agreement.

21. **MONITORING & EVALUATION.** Grantee shall participate in CBC's program monitoring and evaluation activities, including site visits, data collection, surveys, and focus groups, as a condition of this Agreement and K1519. Grantee shall collect and report program data in the format and on the schedule in the Scope of Work, sufficient to support CBC's WSDOT reporting obligations and the legislative and Environmental Justice Council reports required by RCW 47.04.390(5) and RCW 70A.65.030(3)(a).

22. **KEY STAFF CHANGES.** Grantee shall provide CBC written notice of any change in Key Staff designated in the Scope of Work, subject to the following:

- a. **Planned Changes.** Grantee shall provide written notice to CBC before the replacement begins Program work, along with reasonable information about the proposed replacement, when practicable.
- b. **Unexpected Departures.** Includes resignation, termination, medical leave, or other circumstances outside the Grantee's control. Grantee shall notify CBC as soon as reasonably practicable after the departure, and in any event within five (5) business days. Grantee shall identify a proposed replacement or interim coverage plan within fifteen (15) business days of the departure.
- c. **Immediate Removals required to Protect Program participants.** Comply with applicable law, or address a credible safety or misconduct concern, Grantee shall notify CBC within one (1) business day of the removal. No cure period or prior approval is required for an immediate removal made in good faith under this provision. Grantee shall identify interim coverage within five (5) business days.
- d. **Key Staff qualifications material to Program performance.** CBC may raise a reasonable objection to a proposed replacement who does not satisfy the qualifications stated in the Scope of Work. CBC shall communicate any objection within ten (10) business days of receiving notice of the proposed replacement. CBC's approval shall not be unreasonably withheld or delayed.
- e. **Noncompliance.** Noncompliance with the notice timelines in this section constitutes a breach only if the failure to provide timely notice materially impairs Program performance or CBC's ability to meet its obligations under the Master Contract.

23. ASSET USE AND RESPONSIBILITIES.

- a. **USE OF PROGRAM GOODS.** All Program Goods shall be used solely for the Statewide Program for their entire useful life. Grantee shall not use Program Goods negligently, in violation of law, or in any manner voiding applicable insurance or subjecting them to any lien or encumbrance. Conversion occurs when Grantee: (i) uses Program Goods for non-Program purposes; (ii) transfers or conveys them without prior written CBC and WSDOT approval; (iii) allows them to deteriorate below serviceable condition through maintenance failure; or (iv) unreasonably delays or fails to use them during their useful life without reasonable justification. Any Conversion may require refund of up to the entire state share, as determined by CBC, WSDOT, or applicable audit authority. Grantee shall immediately notify CBC when Program Goods are withdrawn from use or used substantially differently from the Scope of Work. All maintenance costs are subject to Section ____ (Allowable Costs) and the Cost Justification Policy. The maintenance obligation creates a reimbursable need only when there is a specific, documented repair requirement, not a blanket purchasing authorization. "Fleet Assets" and "Program Goods" mean all bicycles (including adaptive bicycles), helmets, locks, lights, trailers, curriculum materials, and any other equipment provided by CBC to Grantee for use in Program delivery. Fleet Assets remain the property of CBC for the duration of this Agreement and are subject to the use, maintenance, and disposition requirements of this Part.
- b. **RECEIPT & INITIAL CONDITION DOCUMENTATION.** Upon delivery of any Fleet Assets, Grantee shall inspect all items within ten (10) business days of delivery and execute and return to CBC a Fleet Receipt and Condition Form documenting the quantity, type, and condition of each item received, and identify any discrepancy between the Fleet Assets delivered and the delivery manifest. Failure to return the completed form within ten (10) business days constitutes Grantee's acknowledgment that all Fleet Assets were received in the quantities listed and in serviceable condition.
- c. **ONGOING FLEET MAINTENANCE STANDARDS.** Grantee shall maintain all Fleet Assets in safe, serviceable condition during the Grant Term and for so long as Grantee possesses or uses the Fleet Assets. Grantee shall conduct safety inspections before each Program session and immediately remove any failing bicycle or helmet from service. Grantee shall maintain a Fleet Repair Log for all maintenance and repair activity throughout the Grant Term, subject to CBC's inspection rights and retention requirements. Repairs to safety-critical components shall be performed by a qualified bicycle mechanic or Program staff with documented training reasonably acceptable to CBC. Grantee shall submit a comprehensive Annual Fleet Condition Report no later than October 15 of each Program year using CBC's form. Inspection and documentation standards are specified in the Scope of Work.
- d. **LOSS, THEFT, & DAMAGE.** Grantee shall report any loss, theft, or significant damage to Fleet Assets to CBC in writing within five (5) business days of discovery and shall file a police report for any theft regardless of value, providing a copy to CBC within five (5) business days. Fleet Assets lost, stolen, or damaged due to Grantee's negligence or failure to comply with maintenance and storage requirements are Grantee's financial responsibility. CBC and WSDOT reserve the right to seek reimbursement at replacement cost. Fleet Assets lost despite Grantee's documented compliance are not Grantee's financial responsibility, provided Grantee gave timely notice and documentation. "Significant damage" means damage that affects safety, usability, value, or continued Program use.
- e. **FLEET DISPOSITION UPON PROGRAM EXIT.** Upon expiration, termination, or Grantee's decision to withdraw, Grantee shall provide CBC with written notice of intent to exit no less than forty-five (45) calendar days in advance. All Fleet Assets shall be returned to CBC or transferred to another Program grantee as directed within sixty (60) calendar days of program exit at no cost to Grantee (unless damage attributable to Grantee under the Loss, Theft & Damage section is documented). CBC shall conduct a Fleet Asset inventory and condition assessment within thirty (30) calendar

days of receiving exit notice. Grantee's maintenance and use obligations continue until the date of completed return or transfer.

- f. **BEP - NO UNAUTHORIZED RESTRICTION OF PROGRAM OPPORTUNITY.** Neither Grantee nor its staff, contractors, or volunteers may condition, delay, or deny the BEP opportunity based on any factor not established in RCW 47.04.390 or this Agreement. Any staff practice, policy, or informal procedure that has the effect of restricting eligible students' access to the BEP opportunity constitutes a breach of this Agreement, regardless of intent.
- 24. **ACCIDENT & INCIDENT REPORTING.** Grantee shall notify CBC in writing on the same business day of any injury, accident, property damage, near-miss, or claim involving any Program participant, Grantee staff, volunteer, or subcontractor in connection with Program activities. This reporting obligation does not constitute an admission of liability by either party and is required regardless of whether fault has been determined. CBC reserves the right to report any incident to WSDOT as required by the Master Contract. Grantee's notice to CBC does not limit or delay CBC's independent reporting obligations.
- 25. **WEBS REGISTRATION.** Grantee shall maintain active registration in Washington's Electronic Business Solution (WEBS) throughout the Grant Term. Grantee shall notify CBC immediately if its WEBS registration lapses. A lapse in WEBS registration may result in withholding of reimbursement until registration is restored.
- 26. **NON-DISCRIMINATION.** Grantee shall comply with all applicable federal and state non-discrimination laws in its delivery of Program activities and in its employment practices. The following requirements apply throughout the Grant Term.
 - a. **Participant Access.** All eligible students must have equal access to Program activities regardless of any characteristic protected under applicable federal or state law, including race, color, national origin, ethnicity, religion, sex, gender identity, sexual orientation, disability, immigration status, English proficiency, or household income. Grantee shall take reasonable steps to ensure meaningful participation by students with limited English proficiency and shall not use limited English proficiency as a basis for altered or reduced participation. Grantee shall not retaliate against any student, family member, or staff member who raises a concern about discriminatory delivery, files a complaint, or participates in an investigation.
 - b. **Youth with Disabilities.** No qualified individual with a disability shall, by reason of disability, be excluded from participation in, denied the benefits of, or subjected to discrimination under any Program activity, consistent with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. section 794) and, for school district and ESD Grantees, Title II of the Americans with Disabilities Act. Grantee shall maintain and deploy adaptive bicycles and associated adaptive equipment under the same care and maintenance standards as all other Fleet Assets and shall not store or manage adaptive equipment in a manner that restricts student access based on disability status.
 - c. **Employment.** Grantee shall comply with all applicable federal and state non-discrimination laws governing employment, including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, RCW 49.60 (Washington Law Against Discrimination), and Section 504 of the Rehabilitation Act of 1973. Grantee shall maintain and implement a written equal employment opportunity policy covering all employment decisions and shall make this policy available to Program staff upon request.
 - d. **Workers' Rights.** Consistent with K1519 and Executive Order 18-03, Grantee certifies that its employees are not subject to mandatory individual arbitration clauses or class or collective action waivers as a condition of employment. Grantee shall comply with all applicable Washington state wage and hour laws throughout the Grant Term and shall include a comparable certification in any subcontract involving Program funds. If Grantee's employment policies change in a manner that would make this certification inaccurate, Grantee shall notify CBC within ten (10) business days.
 - e. **Complaint Notification.** Grantee shall notify CBC of any discrimination complaint within five (5) business days of receipt and of the resolution within five (5) business days of resolution.

- f. **Remedies.** Noncompliance with this section may result in suspension, termination of this Agreement, ineligibility for future Program funding, and any other remedies available under this Agreement or applicable law, consistent with the compliance and termination provisions of Section [X].
27. **PROCUREMENT COMPLIANCE.** Grantee shall comply with all applicable procurement requirements when purchasing goods or services with Program funds. Public agency Grantees shall comply with applicable Washington state competitive bidding and purchasing requirements, including RCW 28A.335.190. CBO Grantees shall apply competitive procurement practices appropriate to the dollar value of the purchase, consistent with CBC's Cost Justification Policy (Exhibit B, Addendum B).
28. **ETHICS & CONFLICTS OF INTEREST.** Grantee shall comply with all applicable ethics laws governing public contracting, including RCW 42.52 to the extent applicable. Grantee shall not permit any officer, employee, or board member shall solicit or accept anything of value from any vendor, subcontractor, or other party seeking to benefit financially from this Agreement where such acceptance could influence or appear to influence decisions made under this Agreement. Grantee shall disclose to Administrator any actual or potential conflict of interest within five (5) business days of becoming aware of it.
29. **PUBLICITY.** Grantee shall acknowledge CBC, WSDOT, and the Climate Commitment Act as funders in any public-facing materials relating to Program activities, consistent with applicable branding guidelines. Any use of CBC's name, trade names, trademarks, or service marks beyond funder acknowledgment requires CBC's prior written approval. CBC will use reasonable efforts to respond within ten (10) business days, but approval is effective only if provided in writing. CBC may include Grantee as a grant recipient or partner in CBC's public communications.
30. **INSURANCE.** Grantee shall maintain throughout the Grant Term, at its own expense, the following minimum insurance coverage:
- a. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal injury arising from Program activities;
 - b. **Cyber Liability / Data Privacy Liability:** coverage consistent with Grantee's data security obligations under this Agreement and applicable law, in an amount appropriate to the volume and sensitivity of student Personal Information handled. Public agency Grantees participating in a state-approved self-insurance program that provides equivalent cyber liability coverage may provide evidence of that coverage in lieu of a commercial certificate; and
 - c. **Professional Liability (Errors and Omissions):** \$1,000,000 per occurrence, applicable only to Grantees that are community-based organizations or other non-public-agency entities providing professional services under this Agreement. School district and ESD Grantees are not required to provide a separate Professional Liability certificate.
 - d. **Certificate of Insurance.** Before the Grant Term begins and upon renewal, Grantee shall provide CBC with a current Certificate of Insurance naming CBC as an additional insured on the Commercial General Liability policy. Certificates of Insurance shall require the insurer to provide at least thirty (30) days' advance written notice to CBC of any cancellation, material modification, or non-renewal.
 - e. **INDUSTRIAL INSURANCE & WORKER'S COMPENSATION.** Grantee shall maintain throughout the Grant Term all industrial insurance coverage required by Title 51 RCW for all employees engaged in work under this Agreement. Grantee is solely responsible for correctly classifying any individuals engaged as independent contractors and ensuring that required coverage is in place. All taxes, premiums, and assessments arising from Grantee's employment of Program staff are the sole responsibility of Grantee.

31. INDEMNIFICATION.

- a. **Grantee Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless CBC and its directors, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs, arising out of, relating to, or resulting from:
- i. Grantee's performance or failure to perform under this Agreement;
 - ii. any breach by Grantee of this Agreement, including any representation, warranty, covenant, certification, or compliance obligation;
 - iii. any act, error, omission, negligence, willful misconduct, fraud, misrepresentation, or violation of law by Grantee or any of Grantee's directors, officers, employees, agents, contractors, subcontractors, vendors, volunteers, representatives, or other persons acting under Grantee's direction or control;
 - iv. Grantee's administration, operation, management, or delivery of the Program, including any claim by or on behalf of any Program participant, student, applicant, trainee, invitee, employee, volunteer, contractor, subcontractor, vendor, or other third party;
 - v. any personal injury, bodily injury, death, property damage, economic loss, or other harm arising from or related to Grantee's Program activities, facilities, equipment, vehicles, Fleet Assets, personnel, services, training, supervision, or participant interactions;
 - vi. any employment, wage and hour, discrimination, harassment, retaliation, benefits, tax, worker classification, or workplace safety claim involving Grantee or Grantee's personnel, contractors, subcontractors, vendors, or volunteers;
 - vii. any claim arising from Grantee's use, custody, operation, maintenance, storage, loss, damage, destruction, or theft of Fleet Assets or other Program property;
 - viii. any claim, audit finding, disallowance, repayment demand, corrective action, sanction, penalty, or liability asserted by WSDOT, the State of Washington, or any other governmental authority arising out of or related to Grantee's use of state funds, failure to comply with K1519 pass-through obligations, failure to comply with applicable law, or failure to comply with Program requirements; or
 - ix. any claim arising from the acts or omissions of any contractor, subcontractor, vendor, subrecipient, or other third party engaged by Grantee in connection with the Program.
- b. **Oversight.** Grantee acknowledges that CBC is administering and passing through state funds and does not control Grantee's day-to-day operations, personnel, facilities, participant supervision, Program delivery, contractors, subcontractors, vendors, or safety practices. Grantee's indemnification obligations apply regardless of whether a claim is asserted against CBC based on CBC's role as funder, pass-through entity, administrator, monitor, reviewer, approver, or overseer of the Program or state funds, except to the extent the claim is finally determined by a court of competent jurisdiction to have resulted from CBC's gross negligence or willful misconduct.
- c. **No Limitation.** Grantee's obligations under this Section are independent of, and shall not be limited by, any insurance requirement, insurance proceeds, limitation of liability, damages waiver, grant amount, Total Award Amount, or other cap or limitation set forth in this Agreement.
32. **LIMITATION OF LIABILITY.** Except for fraud, willful misconduct, gross negligence, equitable remedies, repayment obligations, audit disallowances, misuse of funds, confidentiality obligations, data security obligations, return or replacement of Fleet Assets, or Grantee's indemnification, defense, and hold harmless obligations, neither party shall be liable to the other for indirect, consequential, incidental, special, exemplary, or punitive damages. CBC's aggregate liability under this Agreement shall not exceed the Total Award Amount. This limitation shall not apply to amounts CBC is required to pay using funds actually received and available from WSDOT for properly incurred, allowable, and approved costs under this Agreement.

33. DATA PRIVACY & CONFIDENTIALITY

Section A: Data Handling. CBC and Grantee share a commitment to protecting the privacy of Program participants, particularly youth. This section establishes both parties' obligations with respect to information created, received, or used in connection with this Agreement.

- a. **Confidential Information.** Confidential Information" means: (i) all individually identifiable participant data, whether or not constituting an education record under FERPA; (ii) WSDOT or CBC information designated confidential or exempt from disclosure under RCW 42.56; (iii) Program procurement information, vendor pricing, and financial terms; and (iv) all Personal Information as defined in RCW 19.255.005. Grantee shall hold all Confidential Information in strictest confidence; use it only for performing this Agreement; not disclose it to any third party without CBC's prior written consent; require all personnel with access to maintain confidentiality; and implement reasonable administrative, technical, and physical safeguards consistent with applicable law. These obligations survive expiration or termination of this Agreement for no less than six (6) years from the Grant Term end date.
- b. **Data Minimization.** Neither party shall collect, request, or retain more data about Program participants than is minimally necessary to deliver the Program, demonstrate compliance with statutory selection criteria, fulfill reporting obligations, and support authorized evaluation. Where a reporting obligation can be satisfied with aggregate data, aggregate data shall be used.
- c. **No Individual Student Data Transmission.** Grantee shall not transmit to CBC any data that identifies or could reasonably identify an individual student. All reporting obligations under this Agreement are designed to be satisfied through aggregate data and non-identifying participant codes. If Grantee inadvertently transmits individually identifiable student data, Grantee shall notify CBC within twenty-four (24) hours; CBC shall quarantine and delete the data within five (5) business days and provide written confirmation, unless retention is required by law, litigation hold, or written WSDOT direction.
- d. **FERPA.** Grantees that are school districts or ESDs are educational agencies independently subject to FERPA and are responsible for their own FERPA compliance. Nothing in this Agreement modifies those independent obligations or designates CBC as a school official of Grantee. No provision of this Agreement may be construed to require disclosure of education records in a manner that would violate FERPA or waive student or parent rights. Before any individually identifiable student data is shared between Grantee and CBC, the parties shall execute a written Data Sharing Agreement satisfying applicable FERPA and Washington state student data privacy law requirements.
- e. **CBO Grantees.** Grantees that are community-based organizations, housing authorities, or parks and recreation departments shall obtain written parental or guardian consent before collecting individually identifiable data from or about any participant under eighteen (18), except for participants who are eighteen or older, emancipated minors, or in independent living arrangements. Where a CBO Grantee will transmit any individually identifiable participant data to CBC, the parties shall execute a written data use agreement before any such transmission.
- f. **Prohibited Uses.** Neither Grantee nor any of its employees, volunteers, subcontractors, or agents may: (i) use participant demographic data for any purpose other than demonstrating compliance with statutory selection criteria, preparing required reports, or supporting authorized program evaluation; (ii) share participant information with law enforcement, immigration enforcement, or any government agency without written consent of the affected participant's parent or guardian, or the participant directly if eighteen or older, unless required by law; (iii) use Program data to market, solicit, or promote any product, service, or organization to participants or their families without CBC's prior written approval; or (iv) retain Confidential Information beyond the applicable retention period.
- g. **Public Agency Disclosure.** Nothing in this Agreement requires a public agency Grantee to withhold records that must be disclosed under the Washington Public Records Act or other applicable law. Before disclosing CBC-designated Confidential Information, Grantee shall provide CBC written notice to the extent legally permitted and reasonably practicable.

Section B: Breach Notification. A 'breach' means any unauthorized access to, acquisition, use, disclosure, modification, or destruction of Confidential Information.

- h. **Grantee Notification to CBC.** Grantee shall notify CBC of any confirmed or reasonably suspected breach within forty-eight (48) hours of discovery. Initial notice may be verbal but must be immediately confirmed in writing identifying the nature, scope, likely cause, and containment steps taken. The forty-eight (48) hour window reflects CBC's upstream obligation to notify WSDOT within five (5) business days of learning of a breach under the Master Contract; Grantee's timely notice to CBC is therefore a condition of CBC's ability to meet its own compliance obligations.
- i. **Statutory Notification.** Grantee shall comply with all applicable breach notification obligations under RCW 19.255.010 and, for public agency Grantees, RCW 42.56.590. Participant notification required by law shall not be delayed pending CBC's review.
- j. **Financial Responsibility.** Where a breach results from Grantee's failure to implement required safeguards, costs of breach response are Grantee's sole financial responsibility.

Section C: Retention, Destruction, and Audit Access.

- k. **Records Retention.** Grantee shall retain all program records, financial records, and supporting documentation for a minimum of six (6) years after the Grant Term end date, or until resolution of any pending audit, claim, or litigation, whichever is later. This obligation is consistent with K1519, Section 13, and the Washington State Auditor's records retention requirements.
- l. **Data Destruction.** Grantee shall destroy all individually identifiable participant data when no longer needed for its collection purpose, and in any event no later than six (6) years after the Grant Term end date. Destruction shall use a method appropriate to the media type that renders the data unrecoverable. Within thirty (30) calendar days of completing destruction, Grantee shall provide CBC written certification identifying the categories destroyed, the date, and the method used. Aggregate, non-identifying program data and anonymized evaluation findings are not subject to this destruction requirement.
- m. **Audit & Government Access.** CBC, WSDOT, and the Washington State Auditor's Office shall have the right to audit Grantee's financial records, program records, and supporting documentation at any time during the Grant Term and for six (6) years thereafter. Grantee shall make records available within five (5) business days of a written audit request. The cost of any audit shall be borne by the party conducting it.
- n. **Public Records Requests.** Grantees that are public agencies are subject to the Public Records Act (RCW 42.56). To the extent legally permitted, Grantee shall notify CBC within five (5) business days of receiving any public records request that includes records related to this Agreement, to allow CBC a reasonable opportunity to assert any applicable exemption.

- 34. **REPRESENTATIONS & WARRANTIES.** Grantee represents and warrants that, as of execution and throughout the Grant Term: Grantee is duly organized, validly existing, and in good standing under Washington law or authorized to conduct business here; Grantee has full legal authority to enter into and perform this Agreement; Grantee is registered with the Washington State Department of Revenue and Secretary of State as applicable; Grantee is not debarred, suspended, or otherwise excluded from receiving public funds; Grantee has no undisclosed conflicts of interest; and performance of this Agreement does not violate any other agreement to which Grantee is a party. Public agency Grantees represent that this Agreement has been authorized by their governing board or authorized official as required by law. Nonprofit Grantees represent that they are organized and operated consistently with their stated charitable purposes and that receipt and use of grant funds is consistent with those purposes.
- 35. **GENERAL COMPLIANCE OBLIGATION.** Grantee shall comply with all applicable federal laws, Washington state laws, regulations, ordinances, and executive orders in the performance of this Agreement, whether or not specifically enumerated.
- 36. **DISPUTE RESOLUTION.** The parties shall use the following tiered process to resolve disputes arising under this Agreement. The existence of a dispute does not relieve either party of its obligation to continue

performing obligations not directly affected by the dispute. Program delivery to participants shall continue uninterrupted during any dispute proceeding unless continued delivery is unsafe, unlawful, or impossible.

- a. **Tier 1: Program-Level Negotiation.** Any dispute shall first be referred to direct negotiation between Grantee's Program Manager and Administrator's Program Officer. The initiating party shall provide written notice identifying the dispute, the provisions at issue, and the relief sought. The parties shall make good-faith efforts to resolve the dispute within ten (10) business days of the notice at this level before escalating.
- b. **Tier 2: Senior Leadership Escalation.** If the dispute is not resolved at Tier 1 within the applicable period, either party may escalate to Grantee's Executive Director (or equivalent) and Administrator's Executive Director. The parties shall make good-faith efforts to resolve the dispute at this level within fifteen (15) business days of escalation before proceeding to Tier 3.
- c. **Tier 3: Advisory Panel.** If the dispute is not resolved at Tier 2 within the applicable period, either party may request a Tier 3 review by providing written notice to the other party. An advisory panel shall convene consisting of one representative designated by each party, and one neutral third party agreed upon by the parties within ten (10) business days of the request. If the parties cannot agree on a neutral third party within ten (10) business days, each party shall submit one name to the other, and the two named individuals shall together select the neutral. The panel shall convene within fifteen (15) business days of the neutral's selection and shall issue a written recommendation within thirty (30) calendar days of convening.

The panel's written recommendation is advisory and non-binding, unless both parties expressly agree in writing to treat it as binding before the panel convenes. Neither party waives any legal right or remedy by participating in the advisory panel process. Participation in Tier 3 is encouraged but is not required before either party initiates legal action. Nothing in this section limits CBC's ability to act under applicable state law, fulfill its obligations under the Master Contract, or respond to any direction from WSDOT, regardless of whether a Tier 3 proceeding is pending.

Each party shall bear its own costs of participation in the advisory panel process. The cost of the neutral third party shall be shared equally between the parties.

- d. **Legal Action.** If the dispute is not resolved through the Tier 1, 2, and 3 processes, either party may initiate legal proceedings. Neither party may initiate legal proceedings without first exhausting Tier 1 and Tier 2.
- e. **Financial Disputes During Proceedings.** Where a dispute concerns amounts due and payable by Administrator, Administrator shall pay the amount it in good faith believes is properly reimbursable. The disputed amount shall be tracked separately pending resolution.

37. TERMINATION; NON-RENEWAL; EFFECT OF TERMINATION

a. TERMINATION FOR DEFAULT.

- i. **ADMINISTRATOR DEFAULT RIGHT.** Administrator may terminate this Agreement for default if Grantee, in Administrator's determination: A) violates any material provision, covenant, representation, or obligation under this Agreement; (B) uses Program funds for unauthorized, fraudulent, or non-allowable purposes; (C) materially fails to perform Program obligations; (D) or experiences a material organizational change affecting its capacity to perform and fails to notify Administrator within five (5) business days.
- ii. **Grantee Remedy.** If Administrator materially fails to perform its obligations under this Agreement, including failure to make timely payment of properly submitted and allowable invoices, Grantee may initiate a Tier 3 dispute proceeding in accordance with the dispute resolution provisions of this Agreement if Administrator does not cure within the applicable cure period.

b. NOTICE, CURE PERIOD, & CURE PROCESS.

- i. **NOTICE OF DEFAULT.** Before terminating for default, the asserting party shall provide a written Notice of Default identifying the specific obligation, factual basis, cure period, and consequences. Except as provided in subsection 66(b)(iv), the defaulting party shall have thirty (30) calendar days to fully cure; where full cure is not achievable within thirty (30) days, the defaulting party shall submit a written Cure Plan within fifteen (15) calendar days and diligently pursue completion.
 - ii. **TERMINATION AFTER FAILURE TO CURE.** If the default is not cured within the applicable cure period, or if the defaulting party fails to timely submit or diligently perform an approved cure plan, the non-defaulting party may terminate this Agreement by providing written Notice of Termination. The termination effective date shall be no earlier than five (5) business days after delivery of the Notice of Termination.
 - iii. **IMMEDIATE TERMINATION.** Administrator may terminate this Agreement immediately, without providing a cure period, upon written notice to Grantee if the default involves: (A) fraudulent billing or material misrepresentation; (B) any act or omission resulting in documented serious physical harm to a Program participant; (C) any criminal offense by Grantee's principals, officers, directors, or key personnel in connection with Program activities, Program funds, or Fleet Assets; (D) willful destruction, theft, or misappropriation of Fleet Assets; or (E) a violation of RCW 42.52 or any other applicable ethics, conflict of interest, or public contracting law, after written notice to Grantee and a reasonable opportunity to respond unless immediate action is required to protect Program participants, Program funds, Fleet Assets, or Administrator's obligations under the Master Contract.
- c. **TERMINATION FOR CONVENIENCE.** Administrator may terminate this Agreement without cause upon sixty (60) calendar days' written notice. Administrator's financial obligation upon convenience termination is limited to reimbursement of allowable costs properly incurred before the termination effective date and reasonable documented wind-down costs incurred after the notice date.
- d. **TERMINATION OR NON-ALLOCATION OF FUNDS.**
- i. **Funds.** If funds are not allocated or appropriated to continue this Agreement in any future period, Administrator may terminate by providing fourteen (14) calendar days' written notice. No penalty shall accrue to Administrator. Administrator shall notify Grantee of a funding disruption at the earliest possible time. This Section shall not be construed to permit Administrator to terminate in order to redirect funding to another organization for the same Program activities.
 - ii. **WITHDRAWAL OF AUTHORITY.** If WSDOT's authority to administer the Program or Administrator's authority under the Master Contract is withdrawn, reduced, or limited in a manner that prevents continued performance, Administrator may terminate by providing fourteen (14) calendar days' written notice. No penalty shall accrue. Administrator shall notify Grantee immediately upon learning of any circumstance that may give rise to termination under this Section.
- e. **NON-RENEWAL.** Non-renewal is Administrator's decision not to offer a subsequent grant following natural expiration or termination of the Grant Term. It is not a termination and does not require grounds of default. If Administrator decides not to renew, it shall provide written notice no later than ninety (90) calendar days before the Grant Term end date with a written statement of reasons. Grantee may submit written questions to Administrator's Executive Director within fifteen (15) business days of receiving notice; Administrator's Executive Director shall respond within twenty (20) business days. This provision does not create a formal appeal right or obligate Administrator to reverse a non-renewal decision.
- f. **OBLIGATIONS UPON TERMINATION OR NON-RENEWAL.** Whether terminated for convenience or terminated for cause, upon issuance of a Notice of Termination or Non-Renewal, Grantee shall: cease incurring new costs as of the termination effective date; complete program delivery for cohorts substantially underway; fulfill all pending BEP obligations to students who completed the

curriculum before the notice date; return all Fleet Assets consistent with the Fleet Disposition section; and submit a Final Program Report and Final Invoice within forty-five (45) calendar days of the termination effective date. Administrator shall process Grantee's Final Invoice within thirty (30) calendar days of receipt, conduct a Fleet Asset inventory and condition assessment within thirty (30) calendar days of the termination effective date, and provide a written final grant determination within sixty (60) calendar days of receiving the Final Invoice. Neither termination nor non-renewal relieves Grantee of its BEP statutory entitlement obligation under RCW 47.04.390(2)(b) for students who completed the Program curriculum before the effective date. This obligation survives termination or expiration.

- g. **ADMINISTRATOR'S REMEDIES UPON DEFAULT TERMINATION.** Upon termination for default, CBC may withhold from any amounts due to Grantee any sum reasonably necessary to protect against potential loss pending resolution of any audit, claim, or litigation. Following termination for default, Grantee's eligibility to apply for future Program funding shall be determined by Administrator in its reasonable discretion, taking into account the nature of the default, whether circumstances have been remediated, and the best interests of Program participants. All remedies available to Administrator under this Agreement are cumulative and in addition to all other remedies available at law or in equity.
- h. **GRANTEE EXIT NOTICE.** If Grantee is unable to continue Program delivery due to organizational or operational circumstances beyond its control, Grantee shall notify Administrator in writing as soon as practicable. The parties shall work in good faith to arrange an orderly transition that protects Program participants, including completion of in-progress cohorts and fulfillment of pending BEP obligations. Grantee may not unilaterally abandon Program delivery without providing Administrator at least sixty (60) calendar days written notice and cooperating fully with transition planning.

38. MISCELLANEOUS

- a. **ASSIGNMENT.** Grantee may not assign this Agreement, or any right, obligation, or proceeds under it, without Administrator's prior written consent. The following organizational changes require prior written approval: merger or consolidation, transfer of Program operations, change in legal status affecting capacity to perform, and transfer of substantially all assets. Grantee shall notify Administrator within ten (10) business days of any anticipated or actual such change — failure to provide timely notice is a material breach. An approved assignment does not relieve Grantee of its obligations unless Administrator expressly releases Grantee in writing; until then Grantee remains jointly liable with any assignee.
- b. **AMENDMENT.** This Agreement may only be modified by a written amendment signed by authorized representatives of both parties. No verbal agreement, email, or course of conduct constitutes an amendment. SOW updates reflecting WSDOT-required changes or deliverable corrections require a formal amendment; operational guidance updates that do not change legal obligations may be made by written notice consistent with the Program Operational Guidance section.
- c. **FORCE MAJEURE.** Neither party shall be in default for any failure to perform resulting directly from causes beyond its reasonable control and without its fault or negligence, including acts of God, declared public health emergencies, natural disasters, labor actions not involving the party's own employees, or acts of a government body other than WSDOT acting in a sovereign capacity. A party claiming force majeure shall provide written notice within five (5) business days of onset, describe the condition and its effect, and take all reasonable mitigation steps. Force majeure does not excuse Grantee's obligation to protect Program participants, fulfill BEP commitments to students who completed the curriculum, or return Fleet Assets.
- d. **SEVERABILITY.** If any provision of this Agreement is held by a court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed from this Agreement if modification is not possible. The remaining provisions shall continue in full force

and effect. Severance of any provision shall not affect the validity or enforceability of any other provision.

- e. **WAIVER.** No failure or delay by either party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver of that right. No waiver of any breach shall be construed as a waiver of any subsequent breach of the same or any other provision. No waiver of any provision shall be effective unless made in writing and signed by authorized representatives of both parties. No course of dealing or performance shall constitute a waiver of any right under this Agreement.
- f. **GOVERNING LAW & VENUE.** This Agreement shall be governed in all respects by the laws of the State of Washington. Any legal action arising under or related to this Agreement shall be brought exclusively in the Superior Court for Thurston County, Washington. The parties consent to the personal jurisdiction of that court for purposes of any such action.
- g. **NOTICE ADDRESSES & EMAIL.** Notices shall be sent to the contacts and addresses on the Cover Page or as updated by either party in writing with ten (10) calendar days advance notice. Email notices are permitted for routine communications. Email notices for termination, default, material breach, and dispute escalation require written acknowledgment of receipt within one (1) business day to be effective; if not acknowledged, re-delivery by an alternative method is required.
- h. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits and Addenda, constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior and contemporaneous agreements, understandings, and discussions, whether oral or written. In the event of conflict among the components of this Agreement, the order of precedence in the Governing Documents Hierarchy section controls.
- i. **COUNTERPARTS & ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures — including signatures transmitted by DocuSign, Adobe Sign, or other electronic signature platforms — are valid and binding to the same extent as original ink signatures under the Uniform Electronic Transactions Act (RCW 1.80) and applicable Washington state law.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Each party represents and warrants that its signatory to this Agreement has the authority to execute this Agreement and bind such party hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the dates below.

By: _____

Name: Lee Lambert

Title: Executive Director

Cascade Bicycle Club

Date: _____

Notice Email: Leel@cascade.org

Notice Address: 7787 62nd Ave NE
Seattle, WA 98115

By: _____

Name: {{Signatory Name}}

Title: {{Signatory Title}}

{{Organization Name}}

Date: _____

Notice Email: {{Signatory email}}

Notice Address: {{Address}} {{Address 2}}
{{Address City}} WA, {{Address Postal Code}}

Main Point of Contact		
This individual is the primary contact for communication for agreement status, needs, and updates.		
Contact Information	Cascade Bicycle Club	Organization Name
Title	Youth Development Program Officer	{{Main Point of Contact Title}}
Name	Jacquelyn "Jax" Billups	{{Main Point of Contact Name}}
Email	jacquelyn@cascadebicycleclub.org	{{Main Point of Contact Email}}

Exhibit A- Scope of Work

PROGRAM BACKGROUND AND STATUTORY FOUNDATION

In March 2022, the Washington State Legislature passed “Move Ahead Washington” (ESSB 5974), a 16-year, \$216M active transportation investment that established the Statewide School-Based Bicycle Education Program (“Statewide Program”). The Statewide Program is funded through the Climate Commitment Act (CCA) and is subject to the Health Environment for All Act (HEAL Act), which prioritizes service to Overburdened and vulnerable communities across the state.

CCA-funded initiatives reinvest carbon expenditures in transit and active transportation programs to provide safe, accessible, and sustainable options for getting around. Together over the next decade through 2039, these diverse initiatives will promote a long-term behavioral shift toward multimodal sustainable transportation options that contribute to reduced climate emissions and a healthier, thriving Washington state. Programs serving communities most impacted by pollution and environmental burdens will be given priority to close environmental and health disparities and advance the state’s equity goals.

The Washington State Department of Transportation (WSDOT) selected Cascade Bicycle Club (CBC) to design and administer the Statewide Program under Contract No. K1519. The Statewide Program includes implementation of two strategic programs: one for elementary and middle school (“In-Class”) grades 3-8; and one for junior high and high school (“Youth Development”) grades 6-12 for youth to develop the skills and street safety knowledge to be more confident bicyclists for transportation and/or recreation. Eligible student participants have an opportunity to receive a bike, lock, helmet, and lights, and maintenance supplies at no cost through the Bikes & Equipment for Participants (BEP) program.

CBC administers the “Youth Development” program through a grantmaking process, partnering with community-based organizations, local municipalities, and school districts to implement CBC’s “Teens Biking to Destinations” curriculum in an afterschool or community setting for youth in grades 6-12.

The Youth Development program provides grantees with resources to implement the “Teens Biking to Destinations” curriculum, which teaches youth key lessons in bike safety, bike handling, bike maintenance, and active transportation through culturally attuned instruction. Additionally, grantees are resourced to take youth on group rides in their neighborhood to demonstrate learned skills and knowledge in a real-world setting. This builds confidence, inspires the joy of riding, and encourages safe cycling and community.

The long-term goal of the Youth Development program is to reach at least 10,000 youth in grades 6-12 across the state by 2039 to achieve outcomes such as improving health and wellness, supporting active transportation, and advancing Washington state’s equity and climate goals.

STATEWIDE SCHOOL-BASED BICYCLE EDUCATION YOUTH DEVELOPMENT PROGRAM OUTCOMES

Youth Development Short-Term Outcomes	Statewide Program Long-Term Outcomes
Youth in grades 6-12: Participants can: 1) Power themselves safely via cycling through increased: ● Riding skills ● Safe behavior ● Riding knowledge ● Identification as a rider ● Positive attitudes toward biking ● Maintenance skills and knowledge ● Riding action in the community 2) Build community and socio-emotional learning through increased: ● Confidence ● Sense of belonging ● Joy ● Peer connection	Participants + Program Delivery Personnel: ● Live active and healthy lives ● Are users and champions of active transport ● Connect with a community of active transportation users
Partner program delivery personnel gain (or maintain): ● Bike safety knowledge and skills. ● Confidence to run programs. ● Positive attitudes about bike education ● Knowledge of the importance of bike education ● Satisfaction with PD model, support, & resources ● Satisfaction with student outcomes	

PERFORMANCE EVALUATION & METRICS

The metrics below are designed to measure progress towards the Statewide School-Based Bicycle Education Youth Development Program Outcomes (see previous section). Metrics are reviewed collaboratively between the Program Officer and Grantee at mid-quarter check-ins and quarterly reporting periods. The metrics also inform CBC's statewide reporting to WSDOT.

Performance Metrics				
Metric	Definition / What's Measured	Target	Data Source	Frequency
1. Youth Completion Rate (Youth Served)	# of youth who completed the full curriculum sequence divided by the anticipated # of Youth Served (see Exhibit B- Budget & Payment Schedule) Measures implementation components such as program quality, youth engagement, cultural attunement, and effectiveness of retention and support strategies	≥85% completion	Cohort and Youth Participation Report	Quarterly
2. Curriculum Fidelity	% of core content delivered as specified (e.g., helmet fitting, on-bike skills, rules of the road) Measures youth exposure to the learning objectives that develop skills, knowledge, and competencies, that enable youth to become safe, confident, independent users of bikes as transportation.	100% of core content delivered once for each cohort	Program outline identifying when Core Content objectives are covered (deliverable)	Quarterly
3. Youth Learning Outcomes in Active Transportation & Bike Safety	A positive shift in the change over time for answers to the following Post-Survey prompts: I know how to take care of a bike. I know how to be safe when riding a bike. I am confident to ride a bike to places I want to go. Demonstrates that youth gain the foundational skills and the	≥10% positive shift over time for the Action Transportation and Bike Safety Post-Survey Prompts	Grantee Survey Dashboard	Quarterly

	confidence/intent to integrate cycling into their daily lives as active transportation users.			
4. Participants from Priority Populations	# of youth served enrolled in a school that is located in a census tract scoring 7 or higher in any one or more Environmental Health Disparity measures divided by the total # of youth served Tells more about <i>who</i> was impacted by your program implementation	≥85% of youth served are enrolled in a school that is located in a census tract scoring 7 or higher in any one or more Environmental Health Disparity measures	Cohort and Youth Participation Report	Quarterly
5. Cost Per Youth	Spending divided by youth served Measures cost controls to ensure stewardship of public money and resources	+ or - 10% of the Anticipated Cost Per Youth (located in the budget table shown in Exhibit B - Budget & Payment Schedule, maximum spending not to exceed total award)	Mid-quarter check-in	Quarterly

Additional Notes

Mid-Quarter Check-In. CBC will conduct a structured mid-quarter check-in with each grantee at the midpoint of each quarter of the program year. The check-in is a 30-minute conversation between the Program Officer and the grantee's key staff using a CBC-provided template. Its purpose is to identify barriers, celebrate progress, and adjust course before the quarter closes.

ROLES AND RESPONSIBILITIES

This Scope of Work outlines the specific roles and responsibilities of the Grantee, program staff, and grantees involved in program implementation to ensure clarity and accountability.

CBC will:

1. Draft, finalize, and execute grant agreements with grantee organizations (community-based organizations, local municipalities, and school districts). Agreements will include Grantee information submitted in the Grantee's grant application during CBC's Request for Proposal (RFP) or Renewal process and approved by CBC.
2. Disseminate and manage the "Teens Biking to Destinations" (TBD) curriculum and supporting materials to the Grantee. Includes learning outcomes, lesson plans, educational videos, slide decks, and a grantee resource website.
3. Organize and facilitate professional development sessions for Grantee program delivery personnel who will facilitate the TBD curriculum.
4. Provide training and orientation for grantees, prioritizing new, first-year Grantees.
5. Provide procurement and/or procurement support, which may include program equipment and materials.
6. Support Grantee in identifying potential community partners and/or local bike shops to provide bike and trailer maintenance, unless maintenance will be performed in-house by the Grantee.
7. Lead development of the program evaluation plan in collaboration with an external evaluation consultant; provide Grantee with evaluation tools (i.e. surveys, Focus Groups) and support.
8. Provide continuous technical assistance to Grantee across all program dimensions, including: equipment (maintenance, management), curriculum delivery (professional development training, curriculum support, classroom management advising, adaptive cycling support for students, etc.), administrative grant compliance (monthly reporting process), operations, and tracking guidance.
9. Support development and implementation of the "Bikes & Equipment for Participants (BEP)" program, including eligibility criteria, procurement, and tracking guidance.
10. Administer and manage the Statewide Youth Development Program financial reporting process to distribute funds to Grantee on a reimbursement, monthly basis.
11. Report Grantee and CBC program activities to WSDOT monthly.

Grantee will:

Implement the Statewide "Youth Development" program in accordance with this Scope of Work and the Grant Agreement legal terms and conditions. The Grantee is the primary implementing entity responsible for program delivery, including instruction of CBC's TBD curriculum, to the Grantee's youth enrolled in grades 6-12, coordination with school partner personnel, management of Program Goods, data collection and reporting, and compliance with all applicable requirements flowing from CBC's contract with WSDOT (Contract No. K1519, as amended).

Specific Grantee deliverables are listed below.

2026-2027 YOUTH DEVELOPMENT DELIVERABLES

The Grantee serves as the direct program owners and implementers of CBC's Statewide "Teens Biking to Destinations" curriculum through the Youth Development Bicycle Education Program grant. The Grantee administers all program activities, manages program equipment and supplies, ensures professional development attendance by program delivery personnel, and reports directly to CBC primarily through communication and coordination with CBC's Youth Development Partnership Manager and the Youth Development Program Officer.

The deliverables below outline the required outputs for the Grantee's demonstration of the program's implementation. These outputs represent the tangible actions needed to ensure minimum grant compliance with this Contract. Each Deliverable contributes to the Statewide Program's broader outcomes identified above.

Completion of all deliverables reflects only minimum compliance with this Contract and does not, on its own, indicate overall program quality or guaranteed eligibility for continued or expanded funding.

Information on program quality standards is provided in separate operational guidance. Grantees are expected to refer to this handbook throughout the grant period. CBC's program renewal process will be shared with the Grantee in Q3 to inform the Grantee of opportunities for continued or expanded funding.

Deliverable	Questions that Should be Answered in Documentation	Deadline for Submission
Program outline	<i>What happens each day of your program? When and how are the Core Content objectives integrated into the program? How are you assessing participants' readiness to bike on roads? What activities are you using to help youth learn and practice these skills? What additional curriculum objectives, if any, are incorporated?</i>	August Report, 09/12/2026
Agenda for programming during the Partnership Manager's Site Visit	Template Provided by CBC	The week before the Partnership Manager's Site Visit
Core Content Introduction Checklist	Template Provided by CBC	August Report, 09/12/2026
Youth Registration Form	Provide a copy of your registration form or a link to the form if it is housed completely online.	August Report, 09/12/2026
Schedule and methodology for administering youth surveys	Template Provided by CBC	Q1 Report, 10/12/2026

Outward Facing Materials	Provide links to or copies of all outward facing materials regarding your program. This includes your website and outreach materials.	Q1 Report, 10/12/2026
Outreach plan	Template Provided by CBC	Q1 Report, 10/12/2026
Criteria for youth to be eligible to receive a bike, helmet, lock, and light	<i>What conditions must be met in order for youth to complete the program and receive a bike, helmet, lock, and light set?</i> <i>What options exist for a participant to remedy any areas in which they are not meeting the criteria?</i> <i>When and how is this criteria communicated to participants and families?</i>	Q1 Report, 10/12/2026
Data Security Protocols	<i>How are you securing sensitive information that you gather about participants and families?</i> <i>Who has access to this information?</i> <i>How is it stored?</i> <i>What protocols do you have for the secure disposal of sensitive information?</i>	Q1 Report, 10/12/2026
Plan for Administering Road Readiness Assessment	<i>How is the Road Readiness Assessment integrated into your program?</i> <i>Is progress assessed over time during drills?</i> <i>Where is progress documented? Are youth assessed formally on an individual basis?</i> <i>What is the plan for accommodating youth who are not ready for group rides if/when the majority of the group has demonstrated readiness?</i>	Q1 Report, 10/12/2026
Fleet Maintenance Plan (if applicable)	Template Provided by CBC	October Report, 11/12/2026
Two route maps for each program site	<i>Where does the group go on rides together with your program?</i> <i>Provide two maps for each site showing the route you take.</i>	Q2 Report, 01/12/2027
End of Year Impact Statement	<i>Were you able to meet your KPIs? Why or why not?</i> <i>What moments or highlights can you share from your 2026-2027 implementation?</i> <i>What are 1-3 youth stories that highlight the importance of your program implementation? (only 1 story is required;</i>	Q4 Report, 07/10/2027

	<i>the additional 2 are optional)</i> <i>What changes are you seeing in your community because of your success?</i> <i>What, if any, are the challenges blocking greater impact in your community?</i> <i>Can you share any external evidence demonstrating your impact? Things like media, blogs, parent feedback, etc.</i> Template provided by CBC	
Fleet and BEP Inventory Report	Template Provided by CBC	Q4 Report, 07/10/2027
Monthly Finance Report	Template provided by CBC	Ongoing
Monthly Personnel Summary	Template provided by CBC	Ongoing
Monthly Cohort and Youth Participation Report	Template provided by CBC	Ongoing
Deliverables Tracker	Template provided by CBC	Ongoing

EXHIBIT B: BUDGET & PAYMENT SCHEDULE

PURPOSE & WSDOT COMPLIANCE

This Exhibit establishes the Grantee's total award, approved budget, payment schedule, and financial reporting requirements. In the event of conflict between this Exhibit and the Agreement's legal terms, the legal terms control.

SECTION 1: TOTAL AWARD & APPROVED BUDGET

Grantee's authorized expenditures are limited to the budget categories and amounts below. The Approved Budget is derived from the Grantee's Request for Proposal or Renewal and is a binding financial condition of this Agreement. CBC has no obligation to reimburse costs exceeding the Total Award or costs outside approved categories.

The total award under this Agreement shall not exceed the amount identified on the Cover Page of this Exhibit. CBC has no obligation to reimburse costs exceeding this amount under any circumstances. Grantee's authorized expenditures are limited to the budget categories and amounts in the Approved Budget table below.

Budget Category/Subcategory	Annual Amount
PROJECT MANAGEMENT: Personnel, maintenance & labor, storage, and consumables	
Personnel <i>Staff wages, salaries, and payroll-related costs for program staff working on this grant. Includes administrative support, classroom support, and operations staff.</i>	
Maintenance, Labor, & Storage <i>Bicycle fleet maintenance (labor costs and contracted mechanic fees), storage facility costs, and consumables. All maintenance supplies and parts must be on the WSDOT K1519 Schedule A-2 Authorized Cost Sheet.</i>	
PROJECT MANAGEMENT SUBTOTAL	
DIRECT EXPENSES: Supplies, travel, temporary service, and food for trainings/meetings	
Bike Fleet <i>Bikes, equipment, and supplies used to teach bike handling and safe group riding skills, which will stay in the grantee's possession, even after a cohort of participants completes the curriculum sequence.</i>	
Bikes and Equipment for Participants (BEP) <i>Bikes, helmets, locks, and lights for youth ownership once they complete the curriculum sequence.</i>	
Travel & Transportation <i>Staff mileage, lodging, meals, and incidentals for program-related travel. All travel reimbursed at Washington State SAAM rates with no exceptions. Mileage logs are required for all personal vehicle use. Lodging is only allowable if the destination is more than 50 miles from the staff's primary worksite.</i>	
Supplies & Temporary Services	

<i>Program supplies and materials, contracted temporary staffing directly supporting program delivery. All supplies must be on the WSDOT K1519 Schedule A-2 Authorized Cost Sheet where applicable.</i>	
DIRECT EXPENSES SUBTOTAL	
INDIRECT RATE Calculated as a percentage of the Project Management Subtotal only. The rate applied is the rate from the Contractor's approved application budget. Maximum rate: 16% of the Project Management Subtotal, consistent with 2 CFR 200.414. Grantees with a negotiated indirect cost rate agreement with a cognizant federal or state agency may apply their documented rate up to that ceiling. Grantees cannot apply indirect to Direct Expenses.	
TOTAL AWARD	
TOTAL ANTICIPATED # of YOUTH SERVED	
ANTICIPATED COST PER YOUTH	

SECTION 2: PAYMENT SCHEDULE

All payments under this Agreement are made on a reimbursement basis only. The grantee must incur and pay costs before submitting a request for reimbursement. CBC does not make advance payments, pre-payments, or payments in anticipation of costs not yet incurred. This requirement reflects and is consistent with Section 6 of CBC's Master Contract with WSDOT, which prohibits advance payments.

Report Deliverables and Descriptions	Report Period	Report Due Date	Payment Amount
Monthly Finance Report Grantees will be provided a document to complete and submit monthly to report on spending for their project based on the agreed budget. Submission of the monthly budget report is contingent upon successful review and submission of the monthly/quarterly narrative and data collection reports.	July: 07/01/2026 - 07/31/2026	08/12/2026	As billed and approved by WSDOT and CBC
	August: 08/01/2026 - 08/31/2026	09/10/2026	
	September: 09/01/2026 - 09/30/2026	10/12/2026	
	October: 10/01/2026 - 10/31/2026	11/12/2026	
	November: 11/01/2026 - 11/30/2026	12/10/2026	
	December: 12/01/2026 - 12/31/2026	01/12/2027	
	January: 01/01/2027 - 01/31/2027	02/12/2027	
	February: 02/01/2027 - 02/28/2027	03/12/2027	
	March: 03/01/2027 - 03/31/2027	04/12/2027	
	April: 04/01/2027 - 04/30/2027	05/12/2027	
	May: 05/01/2027 - 05/31/2027	06/10/2027	

	June: 06/01/2027 - 06/30/2027	07/09/2027	
Monthly Summary Report Grantees will be provided a document to complete and submit monthly to report on personnel activities and program highlights.	Same Schedule as the Monthly Finance Schedule (see above)	08/12/2026	
Deliverables Tracker Grantees will be provided with a document to be updated monthly.		Updated by the end of each month.	
Youth Participation and Cohort Report Grantees will be provided a document to keep updated monthly, capturing youth participation and cohort data to verify grantee reach.		Updated by the end of each month.	

Estimated Reimbursement Timeline

From the date Grantee submits a complete report to the date CBC issues payment, the estimated timeline is six (6) to eight (8) weeks. This reflects CBC's internal review period, WSDOT's review and payment processing period, and CBC's 30-day payment window following receipt of WSDOT funds. CBC will promptly notify Grantee if WSDOT's review causes a delay beyond this estimate.

- A. **Submission Triggers Review, Not Payment.** Submitting a financial report on time initiates CBC's review process. It does not guarantee or schedule payment on a fixed date. Payment is issued after CBC completes its review, submits to WSDOT, and receives WSDOT funds. Grantee should plan cash flow accordingly.
- B. **Complete Submissions Only.** CBC will not begin review of an incomplete submission. A submission is complete when it includes the financial report, the progress report, all required certifications, and supporting documentation consistent with Section 3 of this Exhibit and the Partner Expense Documentation Guide. Incomplete submissions will be returned to Grantee with a written description of what is missing. The submission deadline is not extended for resubmissions. Grantee bears the risk of reimbursement delays or denials resulting from incomplete initial submissions.
- C. **Late Submissions.** Reports received after the applicable deadline will be processed in the next quarter's invoice cycle, where possible. CBC is not obligated to reimburse costs that become unreimbursable due to Grantee's late submission. Grantee bears sole responsibility for costs that cannot be recovered due to late reporting. If Grantee anticipates a late submission, Grantee must notify the CBC Program Officer and Finance Coordinator in writing before the deadline.
- D. **Withholding of Payment.** CBC may withhold payment for: (i) any disputed line item until the dispute is resolved; (ii) any reporting period for which Grantee has not submitted a complete report; (iii) any outstanding corrective action required under Section 3 of this Exhibit; or (iv) any period during which Grantee is in breach of this Agreement. Withholding of payment for disputed items does not constitute a breach by CBC.
- E. **WSDOT Payment Dependency.** CBC's obligation to pay Grantee is contingent on CBC receiving the corresponding funds from WSDOT. If WSDOT withholds or delays payment to CBC, CBC will notify Grantee

and work to resolve the issue promptly. CBC's 30-day payment timeline runs from CBC's actual receipt of funds from WSDOT, not from CBC's invoice submission date.

- F. **Final Invoice Deadline.** All costs incurred between July 1, 2026, and June 30, 2027 must be submitted to CBC no later than July 10, 2027. CBC is not obligated to reimburse costs submitted after this date. This deadline reflects WSDOT's annual billing cutoff, which prevents CBC from processing late-submitted Grantee costs through WSDOT. Grantee bears sole responsibility for any costs that become unreimbursable due to late submission.

SECTION 3: FINANCIAL REPORT REQUIREMENTS

The grantee will record expenditures monthly in the CBC-provided financial tracking template throughout the Grant Term. At quarter end, Grantee submits the completed template, with all monthly entries for the quarter populated, along with supporting documentation, by the deadline outlined in Section 2.

- A. Each report submission must include the completed CBC financial tracking template with all monthly entries.
- B. **Q4 Final Report: Additional requirements**
 - I. A full-year reconciliation showing total expenditures by budget category against the Approved Budget.
 - II. Documentation of any unexpended funds with an explanation.
 - III. BEP final distribution and inventory reconciliation consistent with the Scope of Work.
 - IV. Confirmation that all program-related purchases have been received and paid. CBC cannot reimburse costs pending payment at the time of Q4 submission.
- C. **Submission Method.** Submit reports by email to {{CBC Finance email address}} with the CBC Program Officer copied. Instructions for completing each tab of the financial tracking template are provided in the Instructions tab of your 2026-2027 Monthly Finance Report. The Partner Expense Documentation Guide contains additional information.

SECTION 4: CBC FINANCIAL REVIEW & COMPLIANCE PROCESS

CBC reviews all Grantee financial reports for accuracy, allowability, and completeness before submitting invoices to WSDOT, as required under K1519. CBC's review covers whether: costs are within approved budget categories and amounts; applicable purchases are on Schedule A-2 at or below maximum unit costs; documentation is complete and consistent with the Partner Expense Documentation Guide; personnel allocations are supported by time and attendance records; travel complies with SAAM rates; the indirect calculation is correct and applied only to the Project Management Subtotal; and the certification has been signed.

- A. **Deficient Submissions.** If CBC identifies a deficiency, including missing documentation, an unallowable cost, a calculation error, or an inconsistency, CBC will notify Grantee in writing within five (5) business days of the identification of the deficiency, specifying the line item and the applicable requirement. Grantee has ten (10) calendar days to respond with supporting documentation or a written explanation. CBC will withhold reimbursement only for disputed items. Undisputed items will be processed and reimbursed on the normal cycle. If Grantee's response does not resolve the deficiency, CBC will escalate consistent with the Agreement's compliance and dispute resolution provisions. If CBC or WSDOT identifies an unallowable cost after reimbursement has been made, Grantee must repay the disallowed amount within thirty (30) calendar days of written notice, consistent with Section 16 of this Agreement.
- B. **Purchase Pre-Approval.** Grantee must obtain prior written approval from the CBC Program Officer before purchasing any item that: is not on WSDOT K1519 Schedule A-2; exceeds the Schedule A-2 maximum unit cost; or would result in a budget reallocation requiring approval under Section 6 of this Exhibit. Costs

incurred without required pre-approval are not reimbursable, regardless of whether they would otherwise be allowable. Pre-approval requests must include the item description, program purpose, estimated cost, and at least three (3) competitive quotes for purchases above \$100.

SECTION 5: SCHEDULE A-2 (COST SHEET) & PROCUREMENT COMPLIANCE

The WSDOT K1519 Schedule A-2 Authorized Cost Sheet lists items commonly purchased in connection with this grant and establishes a target cost and a maximum reimbursable cost for each item. CBC may only reimburse purchases of listed items at or below the maximum cost.

- A. **Purchases Not on Schedule A-2.** Items not listed on Schedule A-2 may be reimbursable if they are: (i) within an approved budget category; (ii) reasonable in cost; (iii) necessary for program delivery; and (iv) pre-approved in writing by the CBC Program Officer before the purchase is made, consistent with Section 4B of this Exhibit.
- B. **Procurement Requirements for Public Agency Grantees.** Public agency Grantees must comply with applicable Washington state public procurement requirements, including RCW 28A.335.190, in addition to the requirements of this Exhibit. Where public agency procurement thresholds are more restrictive than the requirements in this Exhibit, the more restrictive standard applies. Contact the CBC Program Officer if Grantee is uncertain whether a purchase requires a formal procurement process.
- C. **Schedule A-2 Updates.** Schedule A-2 is updated with each K1519 amendment cycle. If CBC receives an updated Schedule A-2 during the Grant Term, CBC will provide Grantee with the updated version within thirty (30) calendar days of CBC's receipt.

SECTION 6: BUDGET REALLOCATION CONTROLS

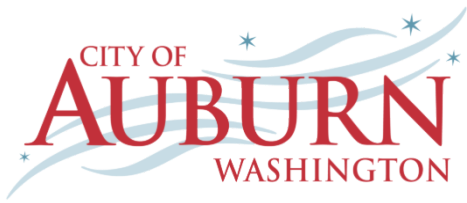
Grantee may reallocate funds within the Approved Budget, subject to the following limits. No reallocation may increase the Total Award.

- A. **Within-Category Reallocations: No Prior Approval Required.** Grantee may reallocate funds between subcategories within the same budget category without prior written approval if: (i) the reallocation does not exceed ten percent (10%) of the Total Award within a single Grant Term; and (ii) no single subcategory is increased or decreased by more than twenty percent (20%) of its approved amount. Grantee must document within-category reallocations in the applicable quarterly financial report.
- B. **Cross-Category Reallocations: Prior Approval Required.** Any reallocation of funds between Category 1 (Project Management) and Category 2 (Direct Expenses) requires prior written approval from CBC, submitted at least thirty (30) calendar days before the proposed effective date. CBC will respond within fifteen (15) calendar days. Cross-category reallocations affect the indirect rate calculation and must be reviewed before implementation. To request a cross-category reallocation, Grantee shall submit a written budget modification request to the CBC Program Officer identifying the categories affected, amounts to be reallocated, the reason for the reallocation, and any impact on Scope of Work outputs.
- C. **Reallocations Requiring Formal Amendment.** The following require a formal written amendment to this Agreement: any reallocation exceeding the thresholds above; any increase to the Total Award; any addition of a new budget category not included in the Approved Budget; or any reallocation that would materially reduce Scope of Work outputs.
- D. **Prohibited Reallocations.** No reallocation may: increase the Total Award; shift funds into an unallowable cost category; reduce BEP or Fleet Procurement funding below approved amounts without written approval from both CBC and WSDOT; or materially reduce Program outputs without a formal Agreement amendment.

SECTION 7: GRANT CLOSEOUT

Upon expiration or termination of this Agreement, Grantee shall submit a Final Invoice and Final Program Report within forty-five (45) calendar days of the Grant Term end date or termination effective date, whichever is earlier, consistent with the Q4 Final Report requirements in Section 3B of this Exhibit. Any portion of the Total Award not expended on allowable costs by the Grant Term end date shall be returned to CBC within forty-five (45) calendar days.

CBC will process Grantee's Final Invoice within thirty (30) calendar days of receipt and provide a written final grant determination within sixty (60) calendar days of receiving the Final Invoice.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5919 (Gaub)

A Resolution authorizing the Mayor to certify the application for, and, if awarded, accept and administer a Public Works Trust Fund Loan from the Washington State Public Works Board to finance construction of the East Valley Highway Widening Project (CP2311)

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5919.)

Department:

Public Works

Attachments:

Resolution No. 5919, Applicant
Certification Form, Map

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5919.

Background for Motion:

This Resolution would authorize the certification of the application for, and, if awarded, acceptance of, a Public Works Trust Fund Loan for up to \$10 million to partly finance the construction of the East Valley Highway Widening project.

Background Summary:

Resolution No. 5919 authorizes the certification of the application for, and, if awarded, the acceptance of, a Public Works Trust Fund Loan for up to \$10 million from the Washington State Public Works Board to partly finance the construction of the East Valley Highway Widening Project, CP2311.

The loan is needed to help fund the construction phase of the project in combination with state and federal grant funds already awarded to the project, additional grant funds being pursued, and local funds.

The City's Finance Director reviewed and supported the application. The loan would be repaid over 20 years with local transportation funds.

This project will widen the roadway from approximately 800 feet north of the Lakeland Hills Way intersection to approximately 1,300 feet south of the East Valley Access Road intersection to create additional travel lanes and shared pedestrian/bike facilities. The traffic signals at Lakeland Hills Way, Terrace Drive, and East Valley Access Road will be replaced/revised to improve operations and safety. A separated trail facility will be added along the east side of the corridor completing a gap between the White River Trail to the north and the Lake Tapps Parkway Trail. The project also

includes storm, sewer, water, and private utility upgrades, street lighting, and environmental mitigation.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5919

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO CERTIFY THE APPLICATION FOR, AND, IF AWARDED, ACCEPT AND ADMINISTER A PUBLIC WORKS TRUST FUND LOAN FROM THE WASHINGTON STATE PUBLIC WORKS BOARD TO FINANCE CONSTRUCTION OF THE EAST VALLEY HIGHWAY WIDENING PROJECT (CP2311)

WHEREAS, the City's Transportation Improvement Program (TIP) includes Project CP2311, which is a project to improve East Valley Highway from 800 feet north of the Lakeland Hills Way to 1,300 feet south of Terrace Drive (Project); and

WHEREAS, to finance the Project, the City has applied for a \$10,000,000 competitive loan from the Washington State Public Works Board, to be repaid over 20 years with local funds. The City anticipates that the Board will approve the City's loan application; and

WHEREAS, it is in the best interest of the City to use Public Works Board loan proceeds to partly finance the construction of the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor is authorized to certify the City's Public Works Trust Fund Loan application.

Section 2. The Mayor is authorized to execute and administer a loan agreement between the City and the Washington State Public Works Board for a total of up to

\$10,000,000 or such other loan amounts authorized by the Washington State Public Works Board.

Section 3. The Mayor is authorized to negotiate, enter, and administer agreements to spend the loan funds for the Project, and to implement other administrative procedures necessary to carry out the directives of this legislation.

Section 4. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 5. This Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

East Valley Highway Project – Public Works Trust Fund Loan Application Certification Form

Attachment - **Applicant Certification**

WHEREAS, the City of Auburn is applying to the Washington State Public Works Board for funding for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction; and

WHEREAS, RCW 43.155.070(8) requires that a project for a solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW; and

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan (or similar) is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, there is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement; and

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any unsolicited additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the award will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and Jamie Thomas / Director of Finance has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent funding agreement(s); and

NOW THEREFORE, the City of Auburn certifies that it meets these requirements, and further that it intends to enter into a funding agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:

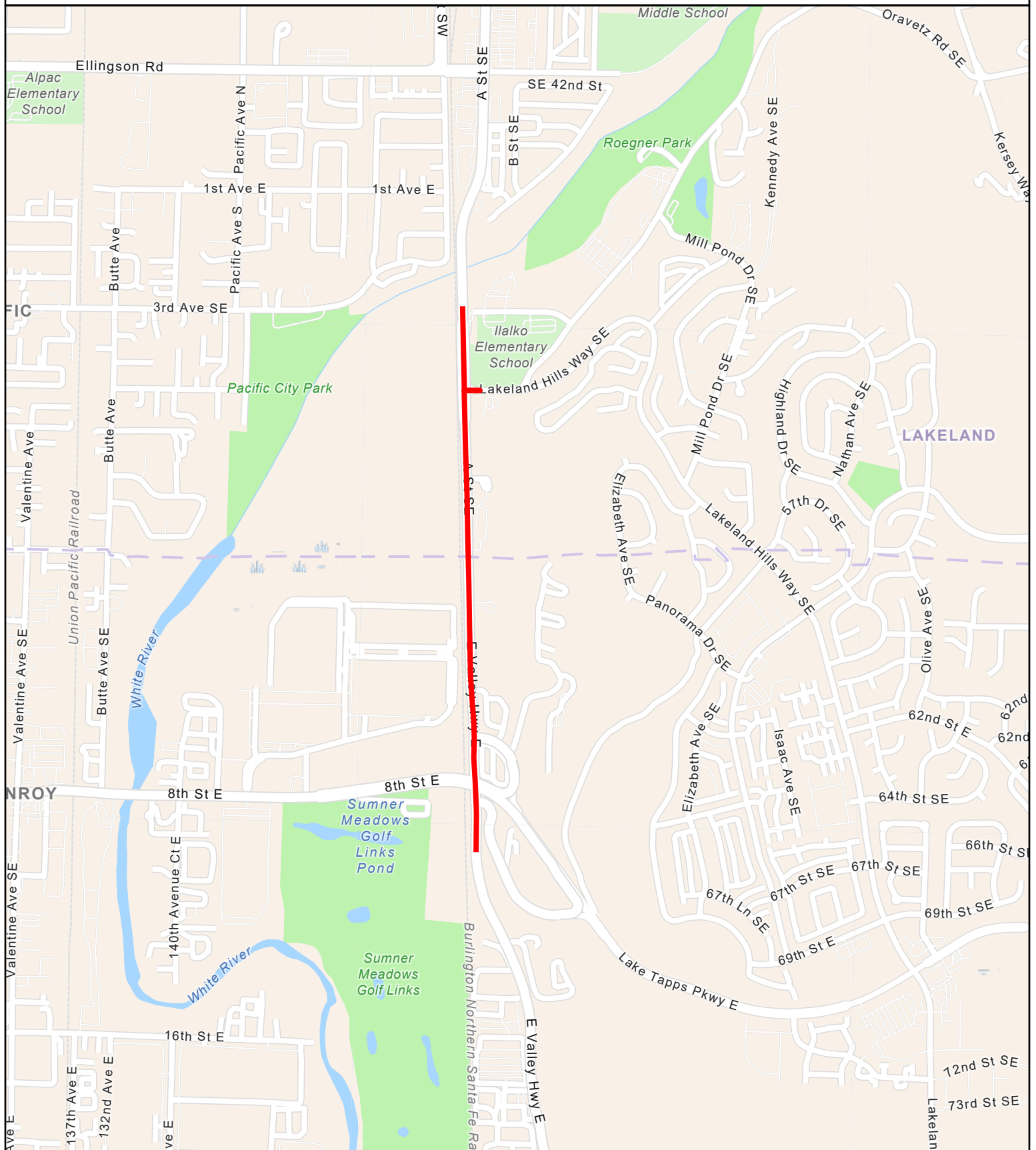
Name:

Title:

Date:

E Valley highway Widening (CP2311)

Author: jwebb
Printed: 7/13/2026



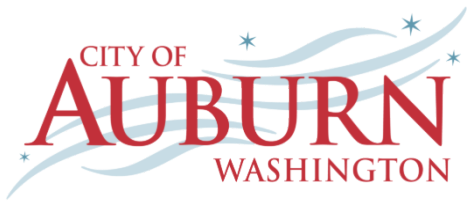
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NAD 1983 StatePlane Washington North FIPS 4601 Feet



1" = 1,398.41 Feet

Information shown is for general reference only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5920 (Caillier)

A Resolution accepting a grant award from State of Washington, via the Washington State Criminal Justice Training Commission

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5920.)

Department:

Police

Attachments:

Resolution No. 5920, Grant
Approval Letter, Grant Contract

Budget Impact:

Grant Award \$3,860,372.06

Administrative Recommendation:

City Council to adopt Resolution No. 5920.

Background for Motion:

The Auburn Police Department applied for and received a grant award of \$3,860,372.06, from the State of Washington under the Public Safety Funding Program to provide financial assistance with the purpose of supporting officer hiring, retention, and training, as well as broader law enforcement and public safety efforts.

Background Summary:

The Public Safety Funding Program established under ESHB 2015 provides grant funding to law enforcement agencies who meet the requirements as established by the Criminal Justice Training Commission. Auburn PD was certified as meeting all required elements to obtain the grant funding and was awarded \$3,860,372.06 to assist with law enforcement and public safety efforts. APD applied for grant funding to replace a dated records management system (RMS), provide translation technology to enhance community outreach, update their drone program, continue domestic co-response services with Project Be Free, continuing improvements to Officer Wellness, including behavior health services, and several investigative technology programs.

Councilmember: Lisa Stirgus

Staff: Mark Caillier

RESOLUTION NO. 5920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ACCEPTING A GRANT AWARD FROM STATE OF WASHINGTON, VIA THE WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

WHEREAS, the Auburn Police Department (APD) applied for, and has been awarded a grant from the State of Washington; and

WHEREAS, the grant is specific to the police department under the Public Safety Funding Program established under ESHB 2015, with the purpose of supporting officer hiring, retention, and training, as well as broader law enforcement and public safety efforts. The Auburn Police Department has applied for funding to update its records management system, provide translation services through body worn cameras, update drone capabilities, update investigative technologies, improve employee wellness programs, continue a co-responder program with Project Be Free, and provide additional training related to force and de-escalation and

WHEREAS, the Auburn Police Department has been awarded \$3,860,372.06 by the State of Washington to implement the programs,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The City of Auburn and Auburn Police Department are authorized to accept the grant award of \$3,860,372.06, according to the terms and conditions set forth in the Award Letter attached to this Resolution;

Section 2. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directions of this Resolution.

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



WASHINGTON STATE
CRIMINAL JUSTICE TRAINING COMMISSION

Jerrell C. Wills, Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

July 6, 2026

ELECTRONICALLY DELIVERED

Assistant Chief Sam Betz
Auburn Police Department
340 East Main Street, #201
Auburn, WA 98338
Sbetz@auburnwa.gov

Dear Assistant Chief Betz:

Congratulations! The Washington State Criminal Justice Training Commission (WSCJTC) is pleased to inform you that your application for the Public Safety Funding Program – ESHB 2015 has been approved for eligibility and funding.

Your agency has been awarded up to \$3,890,372.06 for the public purpose of providing state funding to local and tribal law enforcement agencies to support officer hiring, retention, and training, as well as broader and public safety efforts (RCW 43.101.540, ESHB 2015).

Our project team will follow up with award documents.

Again, congratulations. We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerrell C. Wills", is written over a horizontal line.

Jerrell C. Wills
Interim Executive Director

cc: Francesca Heard, Budget Manager, Budget Unit
Gail Stone, Project Manager, Budget Unit

Washington State Criminal Justice Training Commission		WSCJTC Contract No.	
		Program Index 619	
This contract is between the State of Washington, Washington State Criminal Justice Training Commission (WSCJTC) and the GRANTEE identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor/Grantee Name: Auburn Police Department Contact: Assistant Chief Sam Betz		Contractor Address: 340 East Main Street, #201 Auburn, WA 98338	
Contact Telephone: 253-931-3049		Contact E-Mail Sbetz@auburnwa.gov	
Statewide Vendor Number: (SWV): Statewide Registration Services - Office of Financial Management			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Gail Stone, Project Manager		E-mail Address Gail.stone@cjtc.wa.gov Telephone 206-608-3208	
Contract Start Date July 7, 2026	Contract End Date June 30, 2028	Contract Maximum Amount \$3,860,372.06	
Subcontracting Authorized? Y/N N	Travel Expenses Authorized? Y/N N		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Francesca Heard <i>Francesca Heard</i> 7/15/2026 Department Manager Date		Contractor Business Name City of Auburn	
Jerrell Wills <i>Jerrell Wills</i> 7/14/2026 Executive Director Date		Date 7/14/2026	
Holly White WSCJTC Contract Specialist Date		Contractor signature 	
		Print Name & Title Mayor Nancy Backus, City of Auburn	

The parties agree that:

WHEREAS, the WSCJTC has the statutory authority under RCW 43.101.020(2) and RCW 43.101.095(8) to provide programs and training that enhance the integrity, effectiveness, and professionalism of peace officers and corrections officers and exercise lawful actions necessary to enable the commission to fully and adequately perform its duties and to exercise the lawful powers granted to the commission; and

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

WHEREAS, the Washington State Legislature has, in Laws of RCW 43.101.540 (ESHB 2015) made an appropriation to support the local and tribal law enforcement agencies, and directed WSCJTC to administer those funds;

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for hiring, retaining, and training new law enforcement officers, peer counselors, and behavioral health personnel working in co-response to increase community policing and public safety, and

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

Statement of Work.

This contract was won competitively, and incorporates by reference the GRANTEE's proposal specifically agreed to perform.

This grant is for the public purpose of providing state funding to local and tribal law enforcement agencies to support officer hiring, retention, and training, as well as broader and public safety efforts. (RCW 43.101.540, ESHB 2015)

The Auburn Police Department has been awarded \$3,860,372.06 and will use this grant for:

\$2,188,477.73 to replace the current RMS system
 \$185,616.35 for the first responder program (modern drone)
 \$36,016.90 for BLTN Software
 \$9,300 for Gladiator Forensics services
 \$188,833.08 for MPU Radio units
 \$124,994.00 for employee wellness through Harbor Tactical
 \$285,000 for preventative health testing and consultation
 \$198,902 for the co-response Project Be Free Advocacy
 \$306,000 for employee wellness through the Wellness Station
 \$133,840 for behavioral health support services
 \$163,392 for Injury Treatment and Risk Reduction services
 \$10,000 for exercise equipment
 \$30,000 for training

OUTCOMES AND REPORTING

1. Annual report. Please submit reports with the following outcome measures and accomplishments with quantifiable data.
 1. How did grant impact services?
 2. How did this grant impact your average response times to calls for service by increasing patrol availability during peak demand periods?
 3. How did this grant increase proactive patrol hours and visible law enforcement presence in high-growth and high-activity areas of the community?
 4. How did this grant increase officer participation in community outreach events, meetings, or engagement activities to strengthen relationships with residents?
 5. How did you enhance opportunities for problem-oriented and community policing initiatives made possible by improved staffing levels?
 6. How many officers and supervisors completed training?
 7. How did this grant impact officer training and wellness?

Please submit these reports to the cjtchb2015@cjtc.wa.gov email on June 30, 2027, and June 30, 2028.

INVOICING AND DUE DATES

Invoices should be submitted by completing an invoice form (A-19 form).

Attached to each invoice please include supporting documentation. Examples include:

- Invoices/Receipts: Collect copies of all invoices, receipts, or purchase orders for the expenses incurred.
- Proof of Payment: Include canceled checks, bank statements, or payment confirmations.
- Timesheets/Payroll Records (if applicable): For personnel costs, attach signed timesheets and payroll documentation.
- Grant Contract Reference: Confirm expenses align with the approved budget categories.

The invoice and supporting documentation should be submitted as a PDF to cjtchb2015@cjtc.wa.gov according to the schedule below. The WSCJTC reserves the right to require additional supporting documentation.

You can submit invoices on a monthly, quarterly, or annual basis. Please identify the cadence you are choosing for submitting invoices.

If invoicing monthly please submit materials by the 15th of every month for the month prior.

If invoicing quarterly, please submit materials as detailed below.

1. October 15, 2026 (July, August, & September)
2. January 15, 2027 (October, November, & December)
3. April 15, 2027 (January, February, & March)
4. July 10, 2027, **FINAL** submission (April, May, & June)

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire contract and have the authority to enter this contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Reallocation of Allotted Funds. Subject to the availability of funds and applicable law, funds allocated under this contract may be reallocated as agreed upon and must receive written approval by the WSCJTC Grants Manager. Such reallocations shall be for the purpose of facilitating efficient performance of this Agreement, and shall not increase the total contract maximum, extend the period of performance, or result in a material change to the scope or purpose of this contract. These modifications may be implemented as administrative adjustments, without the need for a formal modification or amendment.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of contract breach involving a termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. If applicable the WSCJTC will report the GRANTEE to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the GRANTEE suffers in the course of performing this contract are covered by L&I. The GRANTEE and his/her physician should claim accordingly. If this contract authorizes subcontracting, the GRANTEE provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination for Cause

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

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

WSCJTC reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by WSCJTC to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

Termination for Convenience

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

Termination Procedures

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

WSCJTC shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by WSCJTC, and the amount agreed upon by the GRANTEE and WSCJTC 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 WSCJTC, 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 WSCJTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. WSCJTC may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect WSCJTC against potential loss or liability.

The rights and remedies of WSCJTC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

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

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3. Assign to WSCJTC, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case WSCJTC has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/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;
5. Transfer title to WSCJTC and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to WSCJTC;
6. Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which WSCJTC has or may acquire an interest.

No guarantee of work is made or implied as a result of this contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, and any records related to this contract and the performance under the contract if any, become the property of the WSCJTC, subject to RCW 42.56, the Public Records Act.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this contract.

Indemnity. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of the contract.

Governing Law. This contract shall be governed by the laws of the state of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, state of Washington.

Rights in Data. Material created from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA or other legal process.

Recapture. In the event that the Contractor fails to perform this contract in accordance with state or federal laws, and/or the provisions of this contract, WSCJTC reserves the right to recapture funds in an amount to compensate WSCJTC for the

noncompliance (which may include all funds disbursed under the contract), in addition to any other remedies available at law or in equity.

WSCJTC's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this contract. Repayment by the Contractor of funds under this Section shall occur within the time period specified by WSCJTC. In the alternative, WSCJTC may recapture such funds from payments due under this contract.

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.

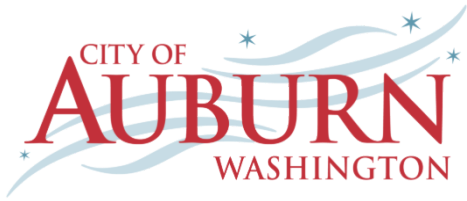
Contractor shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by WSCJTC, personnel duly authorized by WSCJTC, 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 6 year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Reduction in Funding. 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, WSCJTC may terminate the contract under the "Termination" clauses, without the notice requirement. In lieu of termination, the contract may be amended to reflect the new funding limitations and conditions.

Severability. If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5921 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for renovations at Brannan Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5921.)

Department:

Parks, Arts & Recreation

Attachments:

Resolution No. 5921

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5921.

Background for Motion:

Resolution No. 5921 would authorize the Mayor or Designee to submit an application to the Recreation and Conservation Office (RCO) for a grant for improvements at Brannan Park.

Background Summary:

The Recreation and Conservation Office (RCO) is accepting grants for the Youth Athletic Fields (YAF) funding program and requires submission of a Resolution authorizing the Mayor or Designee to submit said application. The grant being submitted is for improvements at Brannan Park, which includes conversion of the two remaining dirt infields (Fields 2 & 3) to artificial turf, including new bullpens, replacement of the restroom building, and installation of an artificial turf cricket pitch in between the two existing grass soccer fields. The estimated total project cost is \$2,430,000 and the grant application is for approx. 50% of this estimate, or \$1,214,000; the grant amount is slightly less than 50% as the City also received two donations, one from Auburn Rotary for \$1,000 and one from an Auburn Resident for \$2,000. If the grant is approved by the RCO funding board a separate Resolution will be brought forth to the City Council for approval at a later date. Approval of this Resolution would authorize the Mayor or Designee to submit the grant application.

Councilmember: Tracy Taylor

Staff: Julie Krueger

RESOLUTION NO. 5921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE RECREATION AND CONSERVATION FUNDING BOARD FOR GRANT FUNDING ASSISTANCE FOR RENOVATIONS AT BRANNAN PARK AS PROVIDED IN CHAPTER 79A.25 RCW, TITLE 286 WAC, AND OTHER APPLICABLE AUTHORITIES

WHEREAS, the Brannan Park Improvements project will provide new artificial turf infields and bullpens, replacement of the aging restroom building, and a new youth cricket pitch; and

WHEREAS, the Washington State Recreation and Conservation Office (RCO) provides grant funding to protect and improve the state's natural and outdoor recreation resources; and

WHEREAS, the City of Auburn Parks, Arts, and Recreation Department seeks to apply for funding assistance from RCO for the Brannan Park Renovations project ("Project").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The City of Auburn is authorized to apply for funding assistance managed by RCO for the Project.

Section 2. The Mayor, or her designee, is authorized to submit a grant application to RCO for the Project using RCO's Application Resolution/Authorization template in Exhibit A as required by the RCO;

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

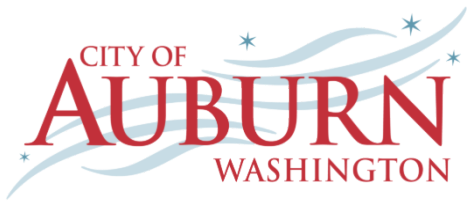
This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5922 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for playground replacement at Veteran's Memorial Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5922.)

Department:

Parks, Arts & Recreation

Attachments:

Resolution 5922 Vets RCO 2026

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5922.

Background for Motion:

Resolution No. 5922 would authorize the Mayor or Designee to submit an application to the Recreation and Conservation Office (RCO) for a grant to replace the playground at Veteran's Park.

Background Summary:

The Recreation and Conservation Office (RCO) is accepting grants for the Washington Wildlife and Recreation Program (WWRP) Local Parks funding program and requires submission of a Resolution authorizing the Mayor or Designee to submit said application. The grant being submitted is to replace the playground at Veteran's Memorial Park. The estimated total project cost is \$364,000 and the grant application is for 50% of this estimate, or \$182,000. If the grant is approved by the RCO funding board, a separate Resolution will be brought forth to the City Council for approval at a later date. Approval of this Resolution would authorize the Mayor or Designee to submit the grant application.

Councilmember: Tracy Taylor

Staff: Julie Krueger

RESOLUTION NO. 5922

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE RECREATION AND CONSERVATION FUNDING BOARD FOR GRANT FUNDING ASSISTANCE FOR PLAYGROUND REPLACEMENT AT VETERAN'S MEMORIAL PARK AS PROVIDED IN CHAPTER 79A.25 RCW, TITLE 286 WAC, AND OTHER APPLICABLE AUTHORITIES

WHEREAS, the playground at Veteran's Park was installed in 2003 and has reached the end of its useful life and is due for replacement; and

WHEREAS, the Washington State Recreation and Conservation Office (RCO) provides grant funding to protect and improve the state's natural and outdoor recreation resources; and

WHEREAS, the City of Auburn Parks, Arts, and Recreation Department seeks to apply for funding assistance from RCO to replace the playground at Veteran's Memorial Park (the "Project").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The City of Auburn is authorized to apply for funding assistance managed by RCO for the Project.

Section 2. The Mayor, or her designee, is authorized to submit a grant application to RCO for the Project using RCO's Application Resolution/Authorization template in Exhibit A as required by the RCO;

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors,

references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

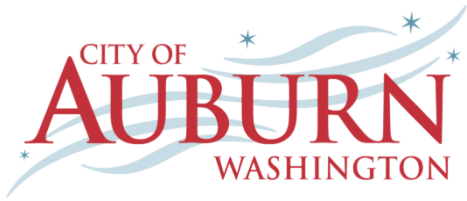
This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5923 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for playground replacement at Terminal Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

Meeting Date:

July 20, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5923.)

Department:

Parks, Arts & Recreation

Attachments:

Resolution 5923 Terminal RCO
2026

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5923.

Background for Motion:

Resolution No. 5923 would authorize the Mayor or Designee to submit an application to the Recreation and Conservation Office (RCO) for a grant to replace the playground at Terminal Park.

Background Summary:

The Recreation and Conservation Office (RCO) is accepting grants for the Washington Wildlife and Recreation Program (WWRP) Local Parks funding program and requires submission of a Resolution authorizing the Mayor or Designee to submit said application. The grant being submitted is to replace the playground at Terminal Park. The estimated total project cost is \$394,000 and the grant application is for 50% of this estimate, or \$197,000. If the grant is approved by the RCO funding board a separate Resolution will be brought forth to the City Council for approval at a later date. Approval of this Resolution would authorize the Mayor or Designee to submit the grant application.

Councilmember: Tracy Taylor

Staff: Julie Krueger

RESOLUTION NO. 5923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE RECREATION AND CONSERVATION FUNDING BOARD FOR GRANT FUNDING ASSISTANCE FOR PLAYGROUND REPLACEMENT AT TERMINAL PARK AS PROVIDED IN CHAPTER 79A.25 RCW, TITLE 286 WAC, AND OTHER APPLICABLE AUTHORITIES

WHEREAS, the playground at Terminal Park was installed in 2003 and has reached the end of its useful life and is due for replacement; and

WHEREAS, the Washington State Recreation and Conservation Office (RCO) provides grant funding to protect and improve the state's natural and outdoor recreation resources; and

WHEREAS, the City of Auburn Parks, Arts, and Recreation Department seeks to apply for funding assistance from RCO to replace the playground at Terminal Park (the "Project").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The City of Auburn is authorized to apply for funding assistance managed by RCO for the Project.

Section 2. The Mayor, or her designee, is authorized to submit a grant application to RCO for the Project using RCO's Application Resolution/Authorization template in Exhibit A as required by the RCO;

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors,

references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.