

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

City Council
Agenda
December 19, 2024
2:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

CITY COUNCIL
JOHN GLONDO
BETH WILLIAMS
JERRED WEIS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

TextMyGov

Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. Call to Order, Pledge of Allegiance, and Roll Call

a. December 19, 2024 Sign In Sheet

2. Public Comment – Limited to 5 Minutes

3. Approval of Meeting Agenda

4. Executive Session

Pursuant to RCW 42.30.110(i): To discuss with legal counsel representing the agency litigation to which the agency is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

a. Pursuant to RCW 42.30.110(i): To discuss with legal counsel representing the agency litigation to which the agency is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

5. Consent Agenda

Items listed have been distributed to Council Members in advance for study and will be enacted by one motion. If a separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on a regular Agenda at the request of a Council Member or at the request of a member of the public with concurrence of a Council Member:

a. December 19, 2024, Payables \$964,920.99

6. New Business

a. Stormwater Plan Task Order No. 2023-05 Amendment No. 1 - Dean Smith HLA

b. 2025 Kittitas Co. Emergency Medical Services & Trauma Care Council Payment

City Council Agenda December 19, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

Agreement

- c. Kittitas Co. Mutual Aid Agreement to Provide Call Coverage for KITTCOM - Chief Albo
- d. Resolution 2024-032 of the City Council of the City of Cle Elum, Washington, Approving the Filing of a Chapter 9 Bankruptcy Petition and Employing Stoel Rives LLP as Bankruptcy Counsel - Mayor Lundh
- e. Stretto Services Agreement for Stoel Rives LLP
- f. Letter of Agreement by and between the City of Cle Elum and Teamsters Local 760 - Chief Albo
- g. 2024 Pangrazi Award

Cindy Sole

Dawn Cameron

Andrea Baker

Marc Kirkpatrick

7. **Report of Committee's**

- a. Update from COG Council of Governments - Council Member Cook

8. **Mayor's Report**

9. **Adjournment by Motion**

Upcoming Meetings:

Public Works & Community Development Committee Meeting: January 2, 2025 @ 12:00 p.m.

Coal Mines Trail Commission Meeting: January 6, 2025 @ 6:00 p.m.

Planning Commission Meeting: January 7, 2025 @ 6:00 p.m.

Lodging Tax & Events Committee Meeting: January 13, 2025 @ 8:30 a.m.

Regular Council Meeting: January 14, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: January 21, 2025 @ 1:00 p.m.

Historical Preservation Commission Meeting: January 21, 2025 @ 3:00 p.m.

General Government Committee Meeting: January 22, 2025 @ 8:30 a.m.

City of Cle Elum Special Council Meeting

December 19, 2024, 2:00 p.m.

If you wish to address the Mayor and Council, please sign in below

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
M. KAPSH SEAN M	PO BOX 171 RONALD, WA 350 GROESBECK RD	
Karl Ohlmann	210 W. Washington Ave, Roslyn, WA 98941	
MARY CARROLL CATHY CARROLL	105 COLUMBIA AVE " "	CLE ELUM WA 98922
R. G. O'FARRELL	CLE ELUM, WA 98922	
Bruce Charnick	251 ROCKING CHAIR RD	CE 98922
Wanda Fennell	2801 WINDY GARDEN TERRACE	98922

CHECK REGISTER

City Of Cle Elum

Time: 12:21:34 Date: 12/18/2024

12/11/2024 To: 12/19/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5570	12/11/2024	Claims	1	EFT	City of Cle Elum	3,303.68	November 2024 w/s use - Police, Fire, City Hall, Water plant, Public works, library, bathrooms, rentals
5571	12/11/2024	Claims	1	EFT	Pitney Bowes Global Financial Services L	2,000.00	Postage/city hall
5582	12/11/2024	Claims	1	EFT	Cintas Corporation	570.25	Public works mats, towels, uniforms, cleaning 12-3 and bibs ins Jessica. and boots Beau 11-29
5634	12/13/2024	Claims	1	EFT	Umpqua Bank	24,699.79	Police \$805.43, Fire \$11,146.48, PW \$598.96, library \$1,160.63, Police \$691.74, City Admin \$10,145.25
5644	12/11/2024	Claims	1	EFT	Methodworks	869.65	November IT services
5664	12/12/2024	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun permit #1085
5674	12/13/2024	Claims	1	EFT	Cintas Corporation	852.44	Mats/Towels/Uniforms/Cleaning public works 12/10/Butorac x 2 for boots and Waddell boots x 1
5712	12/17/2024	Claims	1	EFT	Puget Sound Energy	242.92	Nov 2024- First St & Penn Ave St Lights
5713	12/17/2024	Claims	1	EFT	Puget Sound Energy	347.56	Nov 2024 -- 1009 E Third St - natural gas
5714	12/16/2024	Claims	1	EFT	Stoel Rives	75,000.00	Retainer for City Heights arbitration/additional
5721	12/17/2024	Claims	1	EFT	Puget Sound Energy	14,023.67	Nov 2024 Gas and Electric-- city hall, library, police, fire, parks, Kuney, street lights, shop, restrooms, old water plant, chlorinator, cemetery, city hall rental
5722	12/17/2024	Claims	1	EFT	Kittitas County P.U.D. #1	564.68	Shop/street lights/sewer lift station/airport rd office
5724	12/17/2024	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun Permit #1087
5756	12/18/2024	Claims	1	EFT	Stretto, Inc.	20,000.00	Retainer for City Heights Arbitration
5757	12/19/2024	Claims	1	47179	Active Construction Inc	241,652.74	Progress Estimate #9 First St. Phase 3 -- DOT and TIB Grants
5758	12/19/2024	Claims	1	47180	Jane Agar	270.00	November cleaning services/library
5759	12/19/2024	Claims	1	47181	Alsc Architects	101,267.62	UKC Rec Center architect services -- Remaining funds in fund #002
5760	12/19/2024	Claims	1	47182	Ascent Foundations	171,040.09	2nd St. Pathway Safety Stabilization #24056SS TIB Grants Pay Request #2
5761	12/19/2024	Claims	1	47183	Bill Rolcik Memorial Fund	1,000.00	Roslyn Downtown Association donation to Bill Rolcik Memorial
5762	12/19/2024	Claims	1	47184	Canon Financial Services, Inc.	622.46	City Hall copier lease for 12/1 to 12/31; Public works and library copier lease for 12/1 to 12/31
5763	12/19/2024	Claims	1	47185	Consilio LLC	10,830.59	November City Heights Arbitration services
5764	12/19/2024	Claims	1	47186	Consolidated Supply Co.	2,058.24	Water meter adapters x 2; Water meter wrench x 2; Mueller water meter lids x 4; Water meter gaskets; Water meter marking paint
5765	12/19/2024	Claims	1	47187	D Square Energy LLC	826.97	Fire Dept Annual Service for stand by generator
5766	12/19/2024	Claims	1	47188	Dooley Enterprises Inc	5,871.73	Police Dept Ammunition

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5767	12/19/2024	Claims	1	47189	HLA Engineering and Land Surveying, Inc.	141,792.98	November HLA Engineering Fees/Design and Construction Standards; November HLA Engineering Fees/City Safety Grant, Hanson Ponds, Park and Ride annual reporting, Sewer Customer Classification form, Zone
5768	12/19/2024	Claims	1	47190	Harvest Valley Pest Control	162.15	Pest control services 12/12
5769	12/19/2024	Claims	1	47191	Heritage Law	1,550.00	November defense attorney fees
5770	12/19/2024	Claims	1	47192	Huntington National Bank	3,663.05	Police Dept camera lease new x 4; Police Dept camera lease x 11
5771	12/19/2024	Claims	1	47193	J.P. Cooke Company	87.95	Police Dept dog tags 2025
5772	12/19/2024	Claims	1	47194	James Oil/Pacific Pride	1,363.00	Police fuel 12-16; Public works fuel 12/1 to 12/16
5773	12/19/2024	Claims	1	47195	Jerrol's	194.75	File cut tab cut letter recycled; Yellow adhesive notes writing pads
5774	12/19/2024	Claims	1	47196	Kittitas County Solid Waste	84.00	Tires dumped on 6th -- to transfer station
5775	12/19/2024	Claims	1	47197	Marson & Marson	31.88	Public works keyed padlocks x 4/water
5776	12/19/2024	Claims	1	47198	Northern Kittitas County Tribune	287.50	Help wanted park caretaker first run; Help wanted park caretaker 2nd run; Legal ad Bullfrog Apartments Environmental review; Ordinance 1689 2025 Budget
5777	12/19/2024	Claims	1	47199	Pacifica Law Group	1,694.00	November City Heights Arbitration Services
5778	12/19/2024	Claims	1	47200	Pro Rentals & Sales Inc.	83.14	Public works rental/pump
5779	12/19/2024	Claims	1	47201	SeaWestern	3,202.46	Fire Dept helmets x 5; Fire Dept gloves x 3
5780	12/19/2024	Claims	1	47202	Summit Law Group, PLLC	187.50	November services
5781	12/19/2024	Claims	1	47203	Van Ness Feldman LLP	43,689.00	November legal services/Blue Fern pass through
5782	12/19/2024	Claims	1	47204	WA State Dept of Transportation	6,962.75	Police Dept October fuel; Police Dept Dec Fuel; First St. Project construction engineering November services/TIB and COG Grant
5783	12/19/2024	Claims	1	47205	WA State Patrol	39.75	Police Dept background checks
5784	12/19/2024	Claims	1	47206	WA State Treasurer	1,262.53	Nov State Fees Pd in Dec
5785	12/19/2024	Claims	1	47207	Washington Assoc of Sheriff Police Chief	400.00	Police Chief Conference registration
5786	12/19/2024	Claims	1	47208	Waste Management of Ellensburg	80,231.52	December solid waste collection and removal service
					511 Legislative	39.60	
					515 Legal Services	1,737.50	
					518 Centralized Services	7,735.15	
					521 Police Department	18,753.57	
					522 Fire Department	18,016.70	
					536 Cemetery	10.21	
					558 Planning & Community Devel	15,278.31	
					559 Housing & Community Develop	125.40	
					572 Libraries	2,247.76	
					576 Park Facilities	1,184.98	
					594 Capital Expenditures	2,754.50	

CHECK REGISTER

City Of Cle Elum

12/11/2024 To: 12/19/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 Current Expense/General Fund				67,883.68	
		518 Centralized Services				101,267.62	
		002 UKC Recreation Center				101,267.62	
		515 Legal Services				87,524.59	
		518 Centralized Services				20,000.00	
		004 City Heights WCIA Settlement Agreement 2023				107,524.59	
		542 Streets - Maintenance				20,432.43	
		543 Streets Admin & Overhead				361.04	
		591 Debt Service - Principal Repayment				160.93	
		595 Capital Expenditures- Streets				269,218.18	
		101 Street Fund				290,172.58	
		595 Capital Expenditures- Streets				230,016.10	
		102 TIB Complete Streets Grant				230,016.10	
		521 Police Department				1,821.64	
		554 Environmental Services				87.95	
		104 Police 3/10's Sales Tax Fund				1,909.59	
		559 Housing & Community Develop				771.25	
		120 Central Cascades/Weis Land CRA 2009-01 Devel.				771.25	
		515 Legal Services				43,689.00	
		558 Planning & Community Devel				23,131.25	
		131 Blue Fern Development DA 2024-002/CRA 2024-01,				66,820.25	
		558 Planning & Community Devel				1,147.50	
		132 Wildwood Ranch Devel. DA 2024-001 /CRA 2024-02				1,147.50	
		534 Water Utilities				4,209.17	
		401 Water Fund				4,209.17	
		537 Garbage & Solid Waste				80,451.52	
		402 Garbage Fund				80,451.52	
		546 Airports, Port, Terminal				126.20	
		403 Airport Fund				126.20	
		534 Water Utilities				7,197.17	
		404 Water Regional Fund				7,197.17	
		535 Sewer				2,211.74	
		409 Sewer Fund				2,211.74	
		535 Sewer				530.00	
		410 Sewer Regional Fund				530.00	
		594 Capital Expenditures				1,343.75	
		413 Sewer Capital Reserve Fund				1,343.75	
		580 Non Expeditures				1,338.28	
		699 State Agency Fund 380/580				1,338.28	

CHECK REGISTER

City Of Cle Elum

Time: 12:21:34 Date: 12/18/2024

12/11/2024 To: 12/19/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						964,920.99	Claims: 964,920.99

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the city, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

Jerred Weis Date_____

Steven Harper Date_____

Beth Williams Date_____

Date: December 13, 2024**Project No.:** 23104E**To:** City of Cle Elum
119 West First Street
Cle Elum, WA 98922**Attention:** Rob Omans
City Administrator**From:** Dean P. Smith, PE**Re:** Stormwater Plan
Task Order No. 2023-05 – Amendment No. 1

We are sending you the attached following items:

One (1) Task Order No. 2023-05 – Amendment No. 1 Agreement

One (1) PDF of HLA SAM.gov Debarment Verification

Comment:

Rob,

Upon review and approval, please have the Mayor sign the attached Task Order No. 2023-05 – Amendment No. 1 for the Stormwater Plan project. Once executed, please scan, and email the fully executed agreement to dsmith@hlacivil.com, and retain the original for your records.

We very much appreciate the opportunity to work with you and serve the City of Cle Elum. If you have any questions or need additional information, please contact me.

Thank you.

Copy to: _____ Signed: 

AMENDMENT NO. 1
TASK ORDER NO. 2023-05

REGARDING AGREEMENT BETWEEN CITY OF CLE ELUM

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Stormwater Plan
HLA Project No. 23104E

The City of Cle Elum (CITY) owns, operates, and maintains a sanitary sewer collection system for its citizens consisting of approximately 12 miles of sanitary sewer pipelines and 240 manholes. Neighboring communities of South Cle Elum, Roslyn, Ronald, and the Suncadia Master Planned Resort, flow through the CITY's collection system to the Upper Kittitas County Regional Wastewater Treatment Facility (WWTF). Preliminary analysis shows up to 30% of the capacity at the WWTF is being caused by inflow and stormwater-related connections. The CITY desires to develop a Stormwater Plan (PLAN) for the efficient operation and maintenance of the CITY's stormwater system with a rate-supported and cost-effective capital improvement program. Developing a PLAN allows the CITY to perform an inventory of the existing stormwater facilities, assess conditions and capacities, eliminate illicit connections to the Cle Elum sewer collection system, and plan for a separate stormwater system within City Limits. The CITY was awarded grant and low interest loan funding from the Washington State Department of Ecology (ECOLOGY), Agreement No. WQC-2022-CoCle-00102 to fund the tasks included in this Task Order. The total funding amount is \$631,655, including the initial award amount of \$331,655.00, and subsequent amendment in the amount of \$300,000 to fund the cleaning and inspection of the existing stormwater pipes.

REASON FOR AMENDMENT NO 2.

Due to limited resources and personnel, the CITY is not able to complete the required cleaning and video inspection of the existing stormwater system infrastructure as planned. Per meeting with Ecology Staff, the CITY agreed to submit a request for additional funds and time to allow a subcontractor to perform the cleaning and inspection work. It is estimated there are approximately 30,000 linear feet of piping still in need of cleaning and inspection. Through this amendment, HLA will subcontract a contractor to perform the cleaning and inspection work, and provide additional construction administration, extending construction through March 2025. This amendment increases the contract amount for the subcontractor, additional HLA services, and extends the time of performance by 12 months.

SCOPE OF SERVICES:

Revise Task Order No. 2023-05 Scope of Services as follows:

3.0 Stormwater Facilities and Connections Inventory

- 3.4 Compile field notes from subcontractor's visual and video inspection efforts into project file and upload them to Ecology's Administration of Grants and Loans system (EAGL). HLA staff to assist subcontractors cleaning and inspection effort to document infrastructure sizes, routing and condition to use for the flow model development and improvement priority needs.
- 3.5 Develop a stormwater basemap and system exhibit using CITY and subcontractor information in GIS database and from inspection effort and upload them to EAGL.
- 3.6 Develop an illicit connections exhibit and upload it to EAGL.

TIME OF PERFORMANCE:

Revise Task Order No. 2023-05 Time of Performance as follows:

Following is an estimated PROJECT schedule:

Submit request to CITY for system documentation, including illicit connections data.	June 1, 2023
Receive CITY documentation of existing system records and data.	June 30, 2023
Complete ECOLOGY Pre-Plan Meeting.	June 30, 2023
Begin development of a stormwater system hydraulic/hydrologic model using GIS data and available inspection information.	June 30, 2023
Begin preparation of Stormwater Plan background information.	April 30, 2024
Begin cultural and environmental reviews.	April 30, 2024
Begin video inspection (with Subcontractor) and inventory of system.	March 17, 2025
Begin development of a Stormwater Operations and Maintenance Plan.	May 1, 2025
Begin preparation of rate study.	May1, 2025
Submit SERP Packet to ECOLOGY.	May 15, 2025
Completion of video inspection and stormwater system inventory, including any illicit connections.	May 31, 2025
Review results of the hydraulic model with CITY staff.	August 30, 2025
Review of O&M Plan with CITY staff.	September 2, 2025
Review first draft of the Stormwater Plan with CITY staff.	September 2, 2025
Incorporate CITY review comments and submit Stormwater Plan to ECOLOGY for review.	October 15, 2025
Receive ECOLOGY approval to adopt final Stormwater Plan (90-day review period).	January 8, 2026
Council adoption of final Stormwater Plan.	January 27, 2026

FEE FOR SERVICES:

Revise Task Order No. 2023-05 Fee for Services as follows:

For the services furnished by HLA as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties and Ecology.

3.0 Stormwater Facilities and Connections Inventory

This task is a cooperative effort with the CITY and a subcontractor. All HLA work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the original estimated fee of \$30,000.00 in Task Order No. 2023-05, plus \$300,000.00 for Amendment No. 1. The total estimated fee payable to HLA for this phase is \$330,000.00.

7.0 Additional Service

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA shall perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

12/16/2024
Date

Approved:

City of Cle Elum
Matthew Lundh, Mayor

Date



Important Reps and Certs Update [Show Details](#)

Jul 18, 2024



See All Alerts

Entity Validation [Show Details](#)

Nov 20, 2024



Home

Search

Data Bank

Data Services

Help

< Core Data



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Reporting

HLA ENGINEERING AND LAND SURVEYING INC

Active Registration

Unique Entity ID
SDZDPKCU1NM8

CAGE/NCAGE
36NF7

Expiration Date
Mar 25, 2025

Physical Address
**2803 River RD
Yakima, Washington
98902-1166, United States**

Mailing Address
**2803 River Road
Yakima, Washington
98902-6389, United States**

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

Division Name
Hla Engineering And Land Surveying, Inc.

Congressional District
Washington 04

URL
www.hlacivil.com

Division Number
(blank)

State/Country of Incorporation
Washington, United States

Registration Dates

Activation Date
Mar 27, 2024

Initial Registration Date
Feb 21, 2005

Submission Date
Mar 25, 2024

Owner
Immediate Owner

CAGE
(blank)

Legal Business Name
(blank)

Entity Dates

Entity Start Date

Fiscal Year End Close Date

Highest Level Owner	(blank) (blank)	Feb 1, 1984	Dec 31
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
------------------	-----------------------------------

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic

Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset [?](#)
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **36NF7**

Electronic Funds Transfer

Account Type	Checking
Account Number	*****74
Routing Number	*****74
Lockbox	(blank)

Automated Clearing House

Phone (U.S.)	5095756708
Phone (non-U.S.)	(blank)
Email	(blank)
Fax	(blank)

Remittance Address

HLA Engineering and Land Surveying Inc

Number		2803 River Road
Financial Institution	KEY BANK	Yakima, Washington 98902-6389
		United States

TAXPAYER INFORMATION

Taxpayer Name	Name/Title of Individual
HLA Engineering and Land Surveying Inc	Executing Consent
	President
Address	Signature
2803 River Road, Yakima, WA 98902-6389	MICHAEL T BATTLE
United States	EIN
	*****7188
Type of Tax	
Applicable Federal Tax	
Tax Year (Most Recent Tax Year)	
2023	
TIN Consent Date	
Mar 25, 2024	

POINTS OF CONTACT

Accounts Receivable POC

Primary Point of Contact**Krystal R. Backes, Billing Manager**

Email

kbackes@hlacivil.co
m

Phone

509 966-7000

Fax

5099653800

Address

(blank)

Electronic Business**Primary Point of Contact****Lisa R Adams, Controller**

Email

ladams@hlacivil.co
m

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902-6389
United States**Alternate Point of Contact****Kelly L Hedrick, HR Manager**

Email

khedrick@hlacivil.co
m

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902
United States**Government Business****Primary Point of Contact**

Michael T Battle, President

Email

mbattle@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902-6389
United States**Alternate Point of Contact****Lisa R Adams, Controller**

Email

ladams@hlacivil.com

Phone

509 966-7000

Fax

5099653800

Address

2803 River Road
Yakima, Washington
98902
United States

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12/3/24, 12:43 PM

SAM.gov

Active Registration

HLA ENGINEERING AND
LAND SURVEYING INC

Unique Entity ID

SDZDPKCU1NM8

CAGE/NCAGE

36NF7

Expiration Date

Mar 25, 2025

Physical Address

2803 River RD
Yakima, Washington
98902-1166, United States

Mailing Address

2803 River Road
Yakima, Washington
98902-6389, United States

Purpose of Registration

All Awards

Version

Current Record

SERVICE CLASSIFICATIONS

NAICS Codes

Primary	NAICS Codes	NAICS Title
☒	541330	Engineering Services
	237110	Water And Sewer Line And Related Structures Construction
	237210	Land Subdivision
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	541340	Drafting Services
	541370	Surveying And Mapping (Except Geophysical) Services

SIZE METRICS

IGT Size Metrics

Annual Revenue (from all IGTS)
(blank)

Location

Annual Receipts (in accordance
with 13 CFR 121)
12000000

Number of Employees (in
accordance with 13 CFR 121)
60

Worldwide

Annual Receipts (in accordance
with 13 CFR 121)
12000000

Number of Employees (in
accordance with 13 CFR 121)
60

Industry Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

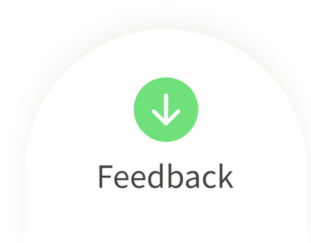
Total Assets
(blank)

ELECTRONIC DATA INTERCHANGE (EDI) INFORMATION

This entity did not enter the EDI information.

DISASTER RESPONSE

This entity does not appear in the disaster response registry.



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HLA ENGINEERING AND LAND SURVEYING INC

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98902-6389, United States

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CERTIFICATION

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, **Michael Battle**, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent **HLA ENGINEERING AND LAND SURVEYING INC** in any of these representations or certifications to the Government.

READ ONLY PROVISIONS

The following FAR and DFARS provisions did not require completion of any data. Select the provision number to expand and review the full text.

- ▼ FAR 52.203-11
Sep 2007

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- ▼ FAR 52.203-18
JAN 2017

Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

✓ FAR 52.222-38 Feb 2016	Compliance with Veterans' Employment Reporting Requirements
✓ FAR 52.222-56 Oct 2020	Certification Regarding Trafficking in Persons Compliance Plan
✓ FAR 52.223-1 May 2012	Biobased Product Certification
✓ FAR 52.225-20 Aug 2009	Prohibition on Conducting Restricted Business Operations in Sudan-Certification
✓ FAR 52.225-25 Jun 2020	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications
✓ FAR 52.227-6 Apr 1984	Royalty Information (Alternate I)

PROVISIONS POPULATED BASED ON REGISTRATION DATA

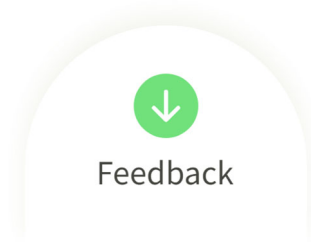
By Maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with:

- FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with
- FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

✓ FAR 52.203-2 Apr 1985	Certificate of Independent Price Determination
✓ FAR 52.204-3 Oct 1998	Taxpayer Identification
✓ FAR 52.204-5 Oct 2014	Women-Owned Business (Other Than Small Business)
✓ FAR 52.204-17 Aug 2020	Ownership or Control of Offeror
✓ FAR 52.204-20 Aug 2020	Predecessor of Offeror
✓ FAR 52.204-26 Oct 2020	Covered Telecommunications Equipment or Services - Representation

✓ FAR 52.209-2 Nov 2015	Prohibition on Contracting with Inverted Domestic Corporations-Representation
✓ FAR 52.209-5 Aug 2020	Certification Regarding Responsibility Matters
✓ FAR 52.209-11 Feb 2016	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
✓ FAR 52.212-3 Dec 2022	Offeror Representations and Certifications - Commercial Products and Commercial Services
✓ FAR 52.214-14 Apr 1985	Place of Performance-Sealed Bidding
✓ FAR 52.215-6 Oct 1997	Place of Performance
✓ FAR 52.219-1 MAR 2023	Small Business Program Representations
✓ FAR 52.219-2 Oct 1995	Equal Low Bids
✓ FAR 52.222-18 Feb 2021	Certification Regarding Knowledge of Child Labor for Listed End Products
✓ FAR 52.222-22 Feb 1999	Previous Contracts and Compliance Reports
✓ FAR 52.222-25 Apr 1984	Affirmative Action Compliance
✓ FAR 52.222-48 May 2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification
✓ FAR 52.222-52 May 2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification
✓ FAR 52.223-4 May 2008	Recovered Material Certification
✓ FAR 52.223-9 May 2008	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

✓ FAR 52.223-22 Dec 2016	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation
✓ FAR 52.225-2 OCT 2022	Buy American Certificate
✓ FAR 52.225-4 OCT 2022	Buy American-Free Trade Agreements-Israeli Trade Act Certificate
✓ FAR 52.225-6 Feb 2021	Trade Agreements Certificate
✓ FAR 52.226-2 Oct 2014	Historically Black College or University and Minority Institution Representation
✓ FAR 52.227-15 Dec 2007	Representation of Limited Rights Data and Restricted Computer Software



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Core Data

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Financial Assistance Representation And Certification

Exclusions

Responsibility / Qualification

Entity Reporting

Entity Information

HLA ENGINEERING AND LAND SURVEYING INC

Active Registration

Unique Entity ID

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Purpose of Registration

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FINANCIAL ASSISTANCE REPRESENTATION AND CERTIFICATION

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following questions are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does **HLA ENGINEERING AND LAND SURVEYING INC** wish to apply for a Federal financial assistance project or program, or is **HLA ENGINEERING AND LAND SURVEYING INC** currently the recipient of funding under any Federal financial assistance project or program? **No**



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HLA ENGINEERING AND
LAND SURVEYING INC

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Version

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EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.



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[<](#) **Responsibility And Qualification**



Entity Registration

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Exclusions

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Corporate Relationships

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HLA ENGINEERING AND LAND SURVEYING INC

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There are no active exclusion records associated to this entity by its Unique Entity ID.

PROCEEDINGS

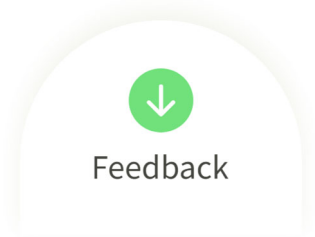
This entity is not required to report whether it has been the subject of any criminal, civil, or administrative proceedings related to federal contracts or grants.

OTHER RESPONSIBILITY & INTEGRITY INFORMATION

There are no other responsibility information records associated to this entity by its Unique Entity ID.

CORPORATE RELATIONSHIPS

Legal Business Name	CAGE	Responsibility & Integrity Record
Highest Owner		
(none)	(none)	N/A
Immediate Owner		
(none)	(none)	N/A
Predecessors		
(none)	(none)	N/A



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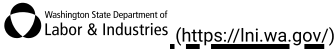
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Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: HLA Engineering and land S

WA UBI Number:

License Number:

Principal:

RCW: All

From: MM/DD/YYYY To: MM/DD/YYYY

Penalty Due:

Wage Due:

Apply Filters Reset

[Download all debarment data](#)

Show 25 per page

Showing 0 records

FirstPreviousNextLast

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show 25 per page

Showing 0 records

FirstPreviousNextLast



**KITTITAS COUNTY
EMERGENCY MEDICAL SERVICES DIVISION**

MEDICAL PROGRAM DIRECTOR	Office of the: EMS COORDINATOR	EMS & TRAUMA CARE COUNCIL
---------------------------------	---	--------------------------------------

December 4, 2024

TO: Robert Omans, City Manager
City of Cle Elum

FR: Cheryl L. Burrows
EMS Coordinator 

RE: 2025 Payment Agreement

Please find enclosed two original 2025 Kittitas County Emergency Medical Services (EMS) & Trauma Care Council Payment Agreements (attachment "C" to the Interlocal Cooperation Agreement with the Kittitas County EMS & Trauma Care Council). The Payment Agreement reflects the *2025 Budget Plan* recommended by the Kittitas County EMS & Trauma Care Council for the operation of the Kittitas County EMS Division.

The *2025 Budget Plan* was sent out to all Participating Jurisdictions in July and presented at the November 20, 2024, KCCOG meeting as required per the Interlocal Cooperation Agreement.

Upon approval of the 2025 Payment Agreement, please return one signed copy of the agreement to this office.

If you have any questions or would like me to attend a future meeting, please contact me at 509-929-3247.

Thank you for your continued support!

Enclosed:

- 2025 Payment Agreement (2 signed copies – please return 1)
- 2025 Budget Plan for Kittitas County EMS Division

“C”
Kittitas County
Emergency Medical Services and Trauma Care Council
and
Interlocal Cooperation Agreement Participating Jurisdictions

PAYMENT AGREEMENT

1. Term. The term of this agreement will be from January 1, 2025, until December 31, 2025.
2. Compensation. The named Participating Jurisdiction, City of Cle Elum, shall pay the Kittitas County EMS & Trauma Care Council (Council) a total of \$12,274.00 or less, depending on actual expenses; to be paid in quarterly payments to the Council of \$3,068.50, for their 4.7% of the daily operations of the Kittitas County EMS Division office in accordance with the Interlocal Cooperation Agreement. Actual expenses shall be documented by the Council to the Participating Jurisdiction in the form of a quarterly report to include a quarterly billing statement. Quarterly payments will be made at the beginning of each quarter. Revenue not expended will be credited to the Participating Jurisdiction for the following year or reimbursed at the close of the operating year.

Agreed to and dated this _____ day of _____, 2024.

Kittitas County EMS & Trauma Care Council:



Lee Hadden, Chair
Danielle Bertschi, Vice Chair

City of Cle Elum

Matthew Lundh, Mayor
Robert Omans, City Administrator

Approved as to form:

Attorney (optional)

“C”
Kittitas County
Emergency Medical Services and Trauma Care Council
and
Interlocal Cooperation Agreement Participating Jurisdictions

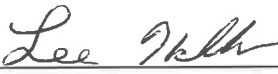
PAYMENT AGREEMENT

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Agreed to and dated this _____ day of _____, 2024.

Kittitas County EMS & Trauma Care Council:



Lee Hadden, Chair
Danielle Bertschi, Vice Chair

City of Cle Elum

Matthew Lundh, Mayor
Robert Omans, City Administrator

Approved as to form:

Attorney (optional)

KITTITAS COUNTY MUTUAL AID AGREEMENT TO PROVIDE CALL COVERAGE FOR KITTCOM

This Agreement is made and entered into this _____ day of _____, 2024, by and between KITTCOM (the Requesting Jurisdiction) and _____ (the Aiding Jurisdiction).

Purpose

The purpose of this Agreement is to address the critical staffing shortage at KITTCOM by utilizing assistance from local public safety partners that employ staff members that are available and capable of providing necessary "third position" coverage.

Authorization

An Agreement of this nature is authorized under RCW 38.52.091.

Implementation

It is hereby agreed by and between the parties hereto as follows:

Terms and conditions here.

"Third position" coverage. "Third position" is defined as handling non-emergency calls for service or acting as back-up to the primary first and second communications center positions.

The duties of the "third position" may include:

- a) Answering business lines
- b) Add Report Calls in CAD
- c) Refer/assist callers
- d) Phone messages
- e) On occasion, business line calls are emergencies

Location of Coverage: Employees that are eligible to provide "third position" coverage shall do so at KITTCOM in the communications center which is located at:

KITTCOM
700 Elmview Rd
Ellensburg, WA 98926

Hours of Coverage: 2, 4, 6, 8, 10 or 12 hours at a time (this can be driven by agency or Individual availability)

The KITTCOM Director shall have authority to deny assistance from an employee of a participating Aiding Jurisdiction, whenever, in their sole discretion, or by decision of the KITTCOM Board, it is determined that such person does not meet the needs or requirements of the Requesting Jurisdiction.

General Fiscal Provisions

The Aiding Jurisdiction will pay the salary and benefits of employees participating in "third position" coverage.

The Requesting Jurisdiction may enter into an agreement with an Aiding Jurisdiction to reimburse them for the paid salary and benefits of said participating employees. No payments will be made by the Requesting Agency directly to the participating employee.

The rate of pay that may be available for reimbursement shall be no greater than hour for hour, if on regular duty, straight time plus benefits by hour and if on overtime, time and half plus benefit by hour.

Agency shall provide a current rate for regular pay including benefits \$_____ an hour.

Agency shall provide a current overtime rate including benefits at \$_____ an hour.

Privileges and Immunities

It is hereby understood that the Agreement entered into hereunder, and the corresponding plans, shall not supplant pre-existing Mutual Aid Agreements or deny the right of any party hereto to negotiate supplemental Mutual Aid Agreements.

It is understood that unless adopted Agreements dictate otherwise, all services and/or resources provided under the terms of this Agreement are furnished and supplied voluntarily and at the discretion of this furnishing agency. The furnishing agency shall have the primary interest of protecting the welfare of its own constituency and does not assume any responsibilities or liabilities in not providing resources and/or services to other parties of this Agreement.

The Parties' obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the other Party, its agents, officers, employees or sub-consultants.

The Parties' obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.

Mutual Aid Agreement for Call Coverage

The Parties shall cooperate to the greatest extent possible in the defense of all claims resulting or allegedly resulting from this Agreement.

This Agreement shall be effective as to each party when the governing body of such party has approved the same.

This Agreement shall remain in effect for as long as staffing shortages exist or if a future staffing shortage creates a need for such assistance. Any party to this Agreement may withdraw from the same at any time by giving 30 days written notice to the other party/parties.

Executed this ____ day of _____, 2024

AGENCY: _____

KITTCOM

Aiding Jurisdiction

Receiving Jurisdiction

Signature: _____

Signature: _____

Title:

Title: Director of KITTCOM

Date: _____

Date: _____

**CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2024-032**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CLE ELUM, WASHINGTON, APPROVING THE FILING
OF A CHAPTER 9 BANKRUPTCY PETITION AND
EMPLOYING STOEL RIVES LLP AS BANKRUPTCY
COUNSEL**

WHEREAS, at meetings held by the City Council (the “**Council**”) of the City of Cle Elum, Washington (the “**City**”), the Council has discussed and analyzed the financial condition of the City and has had the opportunity to ask questions of management and the legal advisors of the City regarding the liabilities and liquidity of the City, the City’s available strategic alternatives, and the impact of the foregoing on the City’s ongoing business; and

WHEREAS, on November 5, 2024, an arbitration award was granted by Judge Paris K. Kallas in favor of City Heights Holdings, LLC and against the City in the total amount of \$22,230,175.00 (the “**Award**”); and

WHEREAS, on December 9, 2024, a judgment in the combined amount of \$22,671,525.11 based on the award was entered in King County Superior Court (the “**Judgment**”); and

WHEREAS, due to the Judgment, the City is unable to pay its debts as they become due and is therefore insolvent; and

WHEREAS, the Council has determined it is in the best interests of the City, and its creditors, employees, and other interested parties, that unless the City enters into a binding agreement regarding payment arrangements for the Judgment, it avail itself of the protections afforded by chapter 9 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., (the “**Bankruptcy Code**”) by filing a voluntary petition thereunder in the United States Bankruptcy Court for the Eastern District of Washington and commencing the Chapter 9 Case (as defined below); and

WHEREAS, in furtherance of the Chapter 9 Case and the Chapter 9 Filings, the Council desires to approve the following resolutions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. With respect to the City, the Council, after consultation with the City’s mayor, treasurer, and the legal advisors of the City, has determined that, if the City has not entered into a

Resolution of the City of Cle Elum

binding agreement with City Heights Holdings, LLC prior to December 20, 2024, it is desirable and in the best interests of the City, its creditors, and other parties in interest that a voluntary petition be filed by the City in the United States Bankruptcy Court for the Eastern District of Washington (“Bankruptcy Court”) to seek relief under the provisions of chapter 9 of the Bankruptcy Code.

Section 2. If the City has not entered into a binding settlement or standstill arrangement prior to December 20, 2024, Matthew Lundh, Mayor of the City (“**Authorized Person**”), is authorized and directed to execute, deliver and file with the Bankruptcy Court, and perform, in the name and on behalf of the City, and under its seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders, and any other documents (collectively, the “**Chapter 9 Filings**”) (with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 9 Filings by the Authorized Person with any changes thereto to be conclusive evidence that the Authorized Person deemed such changes to meet such standard), provided, however, that (i) this authorization and direction is revoked upon the City’s entry into a binding agreement with City Heights Holdings, LLC, and (ii) this authorization and direction is revoked if the Chapter 9 Case (defined below) is not filed on or before December 20, 2024.

Section 3. The Authorized Person is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the City, to take and perform any and all further acts and deeds that the Authorized Person, in consultation with the City’s legal advisors, deems necessary, appropriate, or desirable in connection with the City’s chapter 9 case (the “**Chapter 9 Case**”) or the Chapter 9 Filings, including, without limitation, (i) the payment of fees, expenses and taxes the Authorized Person deems necessary, appropriate, or desirable, and (ii) negotiating, executing, delivering, performing and filing any and all additional documents, schedules, statements, lists, papers, agreements, certificates, or instruments (or any amendments or modifications thereto) in connection with, or in furtherance of, such Chapter 9 Case with a view to the successful prosecution of such Chapter 9 Case (such acts to be conclusive evidence that the Authorized Person deemed the same to meet such standard), and that all members of the City have received sufficient notice of the actions and transactions related to the matters by the foregoing resolutions, as may be required by the City’s charter, or hereby waive any right to have received such notice.

Section 4. The Authorized Person is authorized and directed to employ the law firm of Stoel Rives LLP and its attorneys to represent the City in accordance with the terms and conditions of the engagement between the City and Stoel Rives LLP, and Stoel Rives LLP is hereby retained as bankruptcy counsel for the City in any Chapter 9 Case as described above.

Section 5. The Authorized Person is authorized and directed to employ the firm of GlassRatner Advisory & Capital Group, LLC dba B. Riley Advisory Services (“B. Riley”) as financial advisor for the City in accordance with the terms and conditions of the engagement between the City and B. Riley and B. Riley is hereby retained as financial advisor for the City in any Chapter 9 Case as described above.

Section 6. The Authorized Person is authorized and directed to employ the firm of Stretto, Inc. (“Stretto”) as claims and noticing agent for the City in accordance with the terms and

conditions of the engagement between the City and Stretto, and Stretto is hereby retained as a claims and noticing agent for the City in any Chapter 9 Case as described above.

Section 7. The Authorized Person is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the City, to negotiate, execute, deliver, file and perform any agreement, document or certificate and to take and perform any and all further acts and deeds (including, without limitation, (i) the payment of any consideration and (ii) the payment of fees, expenses and taxes) that the Authorized Person deems necessary, proper, or desirable in connection with the City's Chapter 9 Case, including, without limitation, negotiating, executing, delivering and performing any and all documents, agreements, certificates or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by these resolutions, with a view to the successful prosecution of the Chapter 9 Case.

Section 8. Any documents heretofore delivered, and any actions heretofore taken by any officer or authorized representatives of City in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed to the extent they would be approved by this resolution if taken on or after the date hereof.

Section 9. The Authorized Person is authorized and empowered to certify that this Resolution has been duly passed to such person or persons as he deems entitled thereto, and to attest or witness the execution of the documents authorized by the foregoing resolutions, and to sign such documents as may be necessary or appropriate.

A signature to this consent delivered electronically via facsimile, .pdf, .jpeg, .TIF, .TIFF or similar electronic format shall be deemed an original signature and fully effective as such for all purposes.

[Signature Page to Immediately Follow]

PASSED BY THE CLE ELUM CITY COUNCIL AT A SPECIAL MEETING THEREOF
ON THE ____ DAY OF _____, 2024.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

[Signature Page of Resolution of the City of Cle Elum]

Services Agreement

This Services Agreement (this “**Agreement**”) is entered into as of December 18, 2024 between Stretto, Inc. (“**Stretto**”) and the City of Cle Elum, a Washington State municipal corporation (the “**City**”).

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Stretto agrees to provide the City with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, disbursements, and administrative support in preparation of schedules of assets and liabilities and statements of financial affairs (“**Claims Administration, Noticing, and Solicitation Services**”); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the “**Services**”).
- (b) The City acknowledges and agrees that Stretto will often take direction from the City's representatives, employees, agents, and/or professionals (collectively, the “**City Parties**”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the City agrees to be bound by, any requests, advice, or information provided by the City Parties to the same extent as if such requests, advice, or information were provided by the City.
- (c) The City agrees and understands that Stretto shall not provide the City or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the City. Stretto's charges for Services through the effective date of a chapter 9 plan shall be at the rates attached hereto (the “**Preferred Rate Structure**”). The City agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the City) responsible for implementing a confirmed and effective chapter 9 plan and that such Services will be provided at Stretto's then prevailing rates. The City agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the City no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from the City before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the City agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.
- (c) In the case of a dispute with respect to an invoice amount, the City shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.

- (d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The City shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the City or the City Parties.
- (f) The City shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (g) Upon execution of this Agreement, the City shall pay Stretto an advance of \$20,000. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. City shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the City of such increase.
- (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by City using either (or both) of the following methods:

Wire Transmission

Bank Name – Banc of California

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA – 122238200

Account Number – 1000681781

Account Name – Stretto, Inc.

Check

Stretto, Inc.

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the City commences a case pursuant to title 11 of the United States Code (the “**Bankruptcy Code**”), the City promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If the City seeks authorization in a chapter 9 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the City shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.

4. Confidentiality

- (a) The City and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be

disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the City hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the City do not vest in the City any rights in such Property. Such Property is only being made available for the City's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the City or the City Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the City to facilitate cash management and distributions pursuant to a chapter 9 plan or other transaction. To the extent that certain financial products are provided to the City pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the City's restructuring under chapter 9 of the Bankruptcy Code, (ii) the failure of the City to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.
- (b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the City promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the City shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (d) If this Agreement is terminated, Stretto shall coordinate with the City and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services, and assistance

required for such an orderly transfer. The City agrees to pay for such Services pursuant to the Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the City hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the City shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, judgments, liabilities, and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, “**Losses**”) resulting from, arising out of, or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Stretto and the City shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation, or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The City's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The City's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the City for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the City to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. City Data

- (a) The City is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any City Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, “**SOFAs and Schedules**”). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the City is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The City agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the City has full authority to deliver such information to Stretto; (ii) it has complied with all applicable data protection laws in the collection and retention of personal

data (including providing any required notices and/or disclosures to data subjects, consumers, or other necessary parties); and (iii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

- (c) The City also agrees and represents that, before delivery of any information to Stretto that is personal data subject to the GDPR or other data protection laws, City shall notify Stretto of the impending delivery and request any modification to this Agreement that City believes may be required by the applicable data protection laws with respect to that personal data. For the avoidance of doubt, Stretto shall not be required to comply with data protection laws and regulations unless and until they take effect during the term of the Agreement and are applicable to the information City delivers to Stretto. Personal data shall have the meaning assigned to the terms “personal data” and/or “personal information” under the applicable data protection laws.
- (d) If City notifies Stretto of the applicability of the GDPR to personal data delivered pursuant to this Agreement, the parties agree that the Agreement shall be subject to the terms set forth in the GDPR Addendum attached hereto as **Exhibit A** and incorporated herein in its entirety by reference.
- (e) Attached hereto as **Exhibit B** and incorporated herein in its entirety by reference are notification procedures in the event of a Data Security Incident (as defined therein).
- (f) Any data, storage media, programs or other materials furnished to Stretto by the City may be retained by Stretto until the Services provided hereunder are paid in full. The City shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the City; provided that if the City has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the City for the expense of such disposition, after giving the City 30 days' notice. The City agrees to initiate and maintain backup files that would allow the City to regenerate or duplicate all programs, data, or information provided by the City to Stretto.
- (g) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any City data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. California Consumer Privacy Act.

- (a) Definitions. In this Section 12,
 - (i) “**CCPA**” means the California Consumer Privacy Act of 2018, including amendments and final regulations;
 - (ii) “**Personal Information**” has the same meaning given to such term under section 1798.140 of the CCPA and is limited to Personal Information contained in any City data provided to Stretto by the City in order for Stretto to provide Services under this Agreement; and
 - (iii) “**Commercial Purposes**”, “**Sell**”, “**Share**”, “**Business**”, and “**Service Provider**” have the same meanings assigned to them in section 1798.140 of the CCPA.
- (b) Relationship Between the Parties. To the extent the City is considered a Business under the CCPA, and subject to the terms of this Section 12, Stretto will act solely as City's Service Provider with respect to Personal Information.
- (c) Restrictions. Stretto will not: (i) Sell or Share Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal

Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA; (iii) retain, use, or disclose the Personal Information outside the direct business relationship between Stretto and the City; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the City with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as permitted by CCPA.

13. Non-Solicitation

The City agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Seattle, Washington in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 9 case(s) by the City, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 9 case(s).

17. Integration: Severability; Modifications: Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the City and an officer of Stretto.

- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the City's consent.

18. Electronic Signatures; Effectiveness of Counterparts

This Agreement may be executed with electronic signatures using DocuSign or a similar service that provides a complete, automated history of the sending and signing, including key event timestamps. If the Parties execute this Agreement electronically, they agree that their electronic signatures are the legally binding equivalent to their handwritten signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto: Stretto
 410 Exchange, Ste. 100
 Irvine, CA 92602
 Attn: Sheryl Betance
 Tel: 714.716.1872
 Email: sheryl.betance@stretto.com

If to the City: City of Cle Elum
 115 W 1st St
 Cle Elum, WA 98922
 Attn: Rob Omans
 Tel: 509.674.2262
 Email: romans@cleelum.gov

With a copy to: Kenyon Disend, PLLC
 11 Front St S
 Issaquah, WA 98027
 Attn: Alexandra Kenyon
 Tel: 425-392-7090
 Email: alexandra@kenyondisend.com

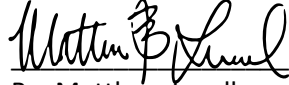
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

STRETTO, INC.

By:

Title:

CITY OF CLE ELUM



By: Matthew Lundh

Title: Mayor

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the “**Agreement**”) by and between Stretto (the “**Processor**”) and the City (together, the “**Parties**”) only if City notifies Processor in advance of processing relevant data that such data is subject to the GDPR pursuant to Paragraphs 11(c) and 11(d) of the Agreement¹.

RECITALS

WHEREAS,

- (A) The Processor and the City have agreed to the following terms regarding the Processing of City Personal Data.
- (B) The City acts as a Controller of the City Personal Data.
- (C) The City wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.
- (D) The City instructs the Processor to process City Personal Data.
- (E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

NOW THEREFORE, the City and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.
 - (a) “**Addendum**” shall mean this GDPR Addendum;
 - (b) “**City Personal Data**” means any Personal Data Processed by the Processor or a Subprocessor on behalf of the City pursuant to or in connection with the Agreement, and may include, for example, Personal Data of City’s employees, clients, customers, creditors, equity interest holders, or counter-parties;
 - (c) “**Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

¹ Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

- (d) **“Services”** means the services the Processor provides to the City pursuant to the Agreement;
- (e) **“Subprocessor”** means any person appointed by or on behalf the Processor to process Personal Data on behalf of the City in connection with the Agreement;
- (f) **“Technical and organizational security measures”** means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- (g) The terms **“Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processor”, “Processing”, “Special Categories of Personal Data”,** and **“Supervisory Authority”** shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. **Obligations of the City.** The City agrees and warrants:

- (a) that the Processing, including the transfer itself, of the City Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);
- (b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the City Personal Data transferred only on the City’s behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;
- (c) that the Processor will implement appropriate technical and organizational security measures with respect to the Personal Data;
- (d) that after assessment of the requirements of the applicable Data Protection Laws, the technical and organizational security measures implemented by Processor are appropriate to protect the City Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the technical and organizational security measures; and
- (f) that the City Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. **Obligations of the Processor.** The Processor agrees:

- (a) to comply with the Data Protection Laws;
- (b) to process the City Personal Data only on behalf of the City and in compliance with the City's instructions and this Addendum unless required to do so by Data Protection Laws to which Processor is subject; in such a case, the Processor shall inform the City of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; if Processor cannot comply with the City's instructions, it agrees to inform promptly the City of its inability to comply with such instructions, in which case the Parties shall work together in good faith to resolve Processor's inability to process Personal Data pursuant to the City's instructions for no less than thirty (30) days, and failing resolution, City is entitled to suspend the processing of Personal Data and/or terminate the Agreement;
- (c) that it has implemented reasonable and appropriate technical and organizational security measures before processing the City Personal Data;
- (d) that it will promptly notify the City about:
 - (i) any legally binding request for disclosure of the City Personal Data required by law, subpoena, warrant, court order, government agency, or law enforcement unless otherwise prohibited by law, subpoena, warrant, court order, government agency, or law enforcement;
 - (ii) any Personal Data Breach ; and
 - (iii) any request received directly from any Data Subject and shall not otherwise respond to such request, unless required by Data Protection Laws;
- (e) to respond promptly to reasonable inquiries from the City relating to Processor's processing of the City Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the City Personal Data;
- (f) to treat all confidential information and/or City Personal Data received by City in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the City shall contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality; and
- (g) that it shall have the City's authorization to use Sub-processors from an agreed list and shall specifically inform the City in writing of any intended changes to that list through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving City sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

4. **Obligations after Termination of Personal Data Processing Services.**

- (a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the City, return all City Personal Data and the copies thereof to the City or shall destroy all the City Personal Data and notify the City that it has done so, unless prohibited by applicable law, subpoena, warrant, court order, government agency, or law enforcement. In that case, the Processor will abide by the confidentiality provisions in the Agreement and will not further process the City Personal Data.
- (b) The Processor and any Subprocessor warrant that upon request of the City and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. **Notices.**

- (a) All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Remainder of page is intentionally blank.

Exhibit B

Data Security Incident Notification Procedures

1. The following definitions shall apply to these data security incident notification procedures:
 - (a) **“Covered Data”** means, in any form, format, or media, nonpublic information (i.e., information that is not posted on a public website maintained by Stretto in accordance with the Bankruptcy Code, the Bankruptcy Rules, or applicable bankruptcy case procedures or local rules, or filed on a non-confidential basis with the court-sponsored PACER or other docket filing system) provided or transferred to Stretto by City or by an individual creditor, shareholder, or other third party for the purposes of Stretto’s performance under this Agreement.
 - (b) **“Data Security Incident”** means the unauthorized or accidental access to, or use, disclosure, alteration, loss, or destruction of, Covered Data.
 - (c) **“Determine”** means Stretto has actual knowledge or reasonable certainty that a Data Security Incident has occurred.
 - (d) **“Discover”** means Stretto reasonably believes that a Data Security Incident has occurred.
2. When Stretto Discovers a potential Data Security Incident, Stretto shall begin an investigation into the nature and scope of the potential Data Security Incident at the direction of Stretto’s Chief Information Security Officer and/or incident response team.
3. As soon as practicable, but not later than seventy-two (72) hours after Stretto Determines that a Data Security Incident has occurred, Stretto will provide confidential written notification of the Data Security Incident to the City and the attorney of record for the City (collectively, the **“City Notice Parties”**). Stretto may, in its discretion, provide confidential written or oral notification of the Data Security Incident to (a) the Bankruptcy Court, (b) the Clerk of the Bankruptcy Court, (c) the appropriate representative of the Office of the United States Trustee, and (d) all official committees of the Court (collectively, the **“Court Notice Parties”**, and with the City Notice Parties, the **“Notice Parties”**) and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the City and its attorney of record that Stretto has provided such additional notice.
4. The notification described in Section 3 (the **“Preliminary Notification”**) shall include the following information, to the extent known by Stretto at the time of the Preliminary Notification:
 - (a) a brief description of the nature of the Data Security Incident, including how it occurred, when it occurred, and the date that Stretto Discovered the Data Security Incident;
 - (b) a description of the Covered Data potentially impacted;
 - (c) where appropriate, a description of what steps Stretto has taken or is taking to investigate and mitigate the effects of the Data Security Incident; and

- (d) where appropriate, any corrective measures Stretto has taken or will take to reduce the likelihood of similar incident.
- 5. If requested, City shall reasonably assist Stretto with Stretto's investigation of, and response to, a potential or actual Data Security Incident. After providing the Preliminary Notification, Stretto and the Notice Parties who have received notification will confer to determine, if necessary, an appropriate method to notify (a "**Supplemental Notification**") (a) creditors or claimants whose Covered Data may have been impacted by the Data Security Incident, and (b) any state, federal, or international governmental authorities or regulators, in accordance with applicable law.
- 6. If a law enforcement official informs Stretto that providing notification to third parties regarding the Data Security Incident would impede a criminal investigation or cause damage to national security, Stretto may delay any Preliminary Notification or Supplemental Notification for the time period specified by the law enforcement official.
- 7. Unless otherwise required by law, regulation, or court order, in providing any Preliminary Notification or Supplemental Notification, Stretto shall not be required to disclose (a) confidential or privileged information, (b) information that a law enforcement official has directed to remain confidential, (c) information regarding any other Stretto clients, or (d) the identities of any Stretto employees.
- 8. Notwithstanding any provisions to the contrary in this Agreement, in Stretto's discretion, Stretto may make public statements regarding a Data Security Incident, whether by posting on its website, in a statement to the media, or in a public filing. Stretto will endeavor to provide City notice of the content of any such statement prior to publicly releasing such statement.

Remainder of page is intentionally blank.

LETTER OF AGREEMENT

By and between the

City of Cle Elum

And

Teamsters Local 760

WHEREAS is entered into by and between the City of Cle Elum (Employer) and Teamsters Local No. 760 (Union), representing the employees of the Cle Elum Police Department, for the purpose of amending the existing terms and conditions of the Collective Bargaining Agreement (CBA).

WHEREAS the parties have negotiated and agreed to a Collective Bargaining Agreement (CBA) for years 2024-2026 between the City of Cle Elum and Teamsters Local No. 760 (Union), and

WHEREAS the parties have negotiated and agreed conditions that allow and permit the employees to participate in "Off-duty and extra duty" work that is approved by the City.

NOW THEREFORE, based on the above recitals, the parties have mutually agreed to the following section being amended in the Collective Bargaining Agreement. Article 30 – Miscellaneous Provisions is amended and section "30.4 Off-duty and Extra Duty Permitted Upon Approval" and shall read as follows:

30.4 Off-duty and Extra Duty Permitted Upon Approval: Employees who desire to engage in compensated employment for an outside employer shall submit a written request to the Chief of Police.

A. Off-duty employment shall be defined as any compensated employment that does not include the use of any city resources or the use of a police commission.

1. Off-duty employment will not be unreasonably denied by the Chief of Police.
2. The request for approval should include the potential work schedule, which shall not interfere with the work schedule at the police department.
3. Permission to engage in off-duty employment may be revoked at any time by the Chief of Police if it interferes with the officers' duties and responsibilities to the Cle Elum Police Department.

B. Extra-duty employment shall be defined as extra non-city work permitted by the Cle Elum Police Department that may involve city resources (uniforms, vehicles or other resources) and/or the police commission that is paid on an overtime basis by the City of Cle Elum.

1. The Chief of Police may assign the responsibility of scheduling extra-duty work to a member of the department for scheduling and assignment purposes. The

scheduling and overtime assignment provisions, including seniority, contained in this Agreement shall not apply to extra-duty work.

2. Employees working extra-duty assignments and being compensated by the City shall be subject to department policies and procedures.
3. Employees shall not accept extra-duty assignments that interfere with their duties and responsibilities to the City.
4. It is understood that the employee will receive their normal overtime rate for extra duty assignments but that the City will charge a higher rate to the person, business or corporation desiring the extra duty work. The fees and/or terms of the extra duty work is solely between the City and the contractor and not subject to the terms and conditions of this agreement.

The parties agree that the effective date of this Letter of Agreement shall be November 1, 2024. All other Articles and provisions of the Collective Bargaining Agreement remain in effect and unchanged by this Agreement.

IN WITNESS WHEREOF, the parties hereto indicate their agreement to the above terms and conditions of Letter of Agreement and caused it to be signed by their duly constituted and legal representatives as follows:

CITY OF CLE ELUM

TEAMSTERS LOCAL NO. 760

Matthew Lundh
Mayor

Date

Richard Salinas
Secretary Treasurer

Date

Stephanie Haag
HopeSource
110 N Pennsylvania Ave.
Cle Elum, WA 98922

August 30, 2023

Cle Elum City Hall & City Council
119 W 1st Street
Cle Elum, WA 98922



Reg: Pangrazi Nomination for Cindy Sole

I would like to nominate Cindy Sole for this year's Pangrazi Award. Cindy is a faithful volunteer at our HopeSource Food Bank, a founding member and active leader in MannaFest, and an overall 'see a need, meet a need' individual that would both encourage and inspire Judge Paul Pangrazi.

Cindy began volunteering at the HopeSource Food Bank in 2019 and has given nearly 450 hours of her time to nourishing our neighbors. She assists our food bank shoppers with a caring heart. She often knows them by name and always leaves them feeling seen and affirmed, which is a rare experience for many of our visitors. She sorts and prepares food with the intent to make the recipient feel dignity and respect. She willingly takes on mundane support tasks, such as monthly inventory counts and changing the refrigerator seals. As much as we would like to have Cindy all to ourselves at the food bank, her work can be seen throughout the entire community.

MannaFest is another example of her investment in the betterment of our neighbors. MannaFest is a Dinner Church with the intent of welcoming people who may be uncomfortable with 'church' but wanting to know more about Jesus. Cindy was a founding member 4 years ago and sought to ensure that all feel welcome. Rich, poor, housed, homeless, employed, retired, well-dressed, or tattered -- all share the dinner table together at these weekly gatherings. It is difficult to describe Cindy's contribution to this dinner community because her tasks are many: Providing seasonal table décor, laundering tablecloths, preparing meals, after-event clean up, engaging in leadership decisions, and discovering and meeting individual's needs.

Outside of these gatherings, she leads a small Christian ladies' community group, has assisted with housing repairs, and even provided dress tailoring! She hand-crafts items for local fundraisers and has provided community craft nights at her house, open to anyone. She has even shared her home with community members in crisis. There is no need too big or too small for Cindy's impact to be felt.

Many people want to serve when it is convenient to them; their service is carefully scheduled into their calendars. Cindy has chosen to live every moment of her life as an opportunity for service to others. Ordering my morning coffee usually feels like an interaction; She sees it as an opportunity to engage and bless others. She makes our community a better place to be and inspires me to do the same.

Thank you for your consideration of Cindy for this prestigious award,

Stephanie Haag
HopeSource, Upper County Operations Manager

Date: 8/25/2023

To: City of Cle Elum

Fm: Marc Kirkpatrick

Re: Judge Paul P. Pangrazi Memorial Service Award



Dear Honorable Mayor and Council,

I'm writing this letter to nominate Dawn Cameron for the Judge Paul P. Pangrazi Memorial Service Award. Over the past year or more Dawn has really shown her passion to volunteer, lead, fundraise, and dedicate a large amount of her time and effort to help the City of Cle Elum and surrounding communities.

Her efforts have raised money and awareness to:

- Warrior Booster Club
- Rotary Foundation
- Skate Park
- CERSD Football safety equipment
- Kittitas County Habitat for Humanity
- Teen Shop

Dawn has also brought in a variety of new people into the giving circle and expanded her resources and ability to do great things in our community.

Thank you in advance for your consideration of presenting Dawn this award.

Best Regards,

Marc Kirkpatrick



City of Cle Elum
2022 Judge Paul P. Pangrazi
Memorial Service Award

NOMINATION

Cle Elum Pangrazi Award Committee:

Please consider this nomination of Andrea Baker and the Cle Elum Skatepark Committee (CESC) to receive the 2022 Pangrazi Award for outstanding service to the community. CESC formed in the summer of 2021 to engage the community, fundraise, and secure grants sufficient to replace the existing failing skatepark built in 2003 with a world class, safe, and low maintenance facility. Andrea and the CESC are extremely dedicated to replacing this valuable community amenity for local wheelers (skate, scoot, and bike) of all ages and abilities. The team partnered with the Cle Elum Rotary to sponsor the project as a 501(c)3 charitable organization.

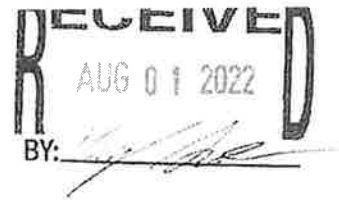
Their dedication to seeing this project's success includes creating a [website](#) for project information and receiving donations and securing \$24,000 in matched grants from Suncadia Fund and Shoemaker Foundation to hire world-renowned Grindline Skateparks to conduct community surveys and meetings and develop the final project design. CESC has dozens of collection jars in businesses throughout Upper County, have developed and sold shirts, stickers, and tote bags, and have sought donations at local events like the 2021 High Country Log Show, Boo Elum, Christmas in Cle Elum, Rotary's Snowmobile Fun'd Run, a self-organized winter skatepark event, the Easton Memorial Day parade, Pioneer Days Parade and fireworks event, pop-up events, and the Rotary's annual charity golf tournament at Prospector Golf Course in Suncadia.

To date this team has raised over \$60,000 toward this effort to replace a City parks and recreation amenity. In addition, they are organizing an extensive community fundraiser and auction at Dru Bru on October 15, 2022 to rally our community and raise funds. The remaining funds will be sourced through private donations and community grants. Andrea and the CESC provide the ceaseless energy, engagement, focus, determination, organization, and visionary volunteerism this community needs to thrive. Their tireless endeavor will be enjoyed by generations of wheelers of all skills and abilities in a new world class facility that should be highlighted as an example to follow. Let's give them the recognition they so deserve!

Thank you for your consideration.

Melissa Speeg, Rotarian





August 1, 2022

City of Cle Elum
119 West First Street
Cle Elum, WA 98922

RE: 2022 Judge Paul P. Pangrazi Memorial Service Award

Dear City of Cle Elum:

I would like to nominate Marc K. Kirkpatrick for the Paul P. Pangrazi Memorial Service Award.

Marc, owner of Encompass Engineering and Surveying, has been a loyal volunteer with the Upper County Rotary, the Cle Elum Downtown Association as well as numerous other organizations including Habitat for Humanity.

I work for Marc, and he is not only a wonderful person to work for, but one of the nicest people I have ever met. He has a good heart, and I feel he deserves this award and recognition for all his kindness and hard work.

Please consider Marc for this award.

Sincerely,

A handwritten signature in black ink that reads "Ginger Weiser". The signature is written in a cursive, flowing style.

Ginger Weiser
409 W 2nd Street
Cle Elum, WA 98922

509-304-9073