



ABERDEEN CITY COUNCIL

June 10, 2015

COUNCIL MEETING AGENDA

7:15 p.m. Third Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
- B. Additions to Agenda
- C. Department Heads
- D. Mayor's Report
- E. Non-Standing Committee Reports

COUNCIL MEETING

I. ROLL CALL

II. FLAG SALUTE

III. APPROVAL OF MINUTES

IV. PUBLIC COMMENT Re: Agenda Items (Please limit your comments to 3 minutes)

V. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of Expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Reports & Communications
 - 1. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Pacific Stage Inc. contract for 2015 Splash Sound System.

VI. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communications
 - 1. Report from Public Works and the Public Works Director recommending that staff be authorized to purchase the surplus pumps from Kiewit for the cost of \$60,000 plus tax.
- C. Ordinances
 - 1. First reading of Bill No. 15-06 approving the rezone of 13 Blocks of property along Simpson and Sumner Avenues.

VII. PUBLIC SAFETY

- A. Committee Chair Report
- B. Reports & Communications
 - 1. Report from Public Safety and Chief of Police recommending that the Mayor and staff be authorized to sign the contract with City of Wapato for jail services.
- C. Ordinances
 - 1. Third reading and date of public hearing of Bill No. 15-03 adopting a new chapter 12.72 of the AMC relating to the permitting of public festivals and parades, repealing chapter 5.44 of the AMC and Ordinance 5441.

VIII. SPECIAL AGENDA ITEMS

IX. CITY COUNCIL COMMENT PERIOD

X. PUBLIC COMMENT PERIOD (Please limit your comments to 3 minutes)

EXECUTIVE SESSION

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Finance Department at 360-537-3236, 48 hours in advance of the meeting. Thank you.

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mr. Mayor: Hon. Bill Simpson

**The Members of
Your Committee On:** Finance Committee and the Parks Director

In Reference To: 2015 Splash Sound System

Background:

The City of Aberdeen has contracted with Pacific Stage Inc. in the past for the services of sound equipment and technician at the 4th of July Splash Festival. This contract is similar to the contracts for the same services in the past.

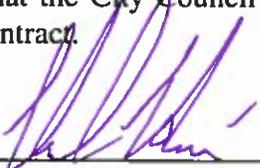
The Aberdeen Parks Department is requesting that the attached contract be approved to Pacific Stage Inc. for sound equipment and technician at Morrison Riverfront Park on July 4th. The contract amount is \$1,200.00.

A signed agreement is due on or before July 1, 2015.

Funding for this activity has been included in the 2015 budget.

Reports and recommend as follows:

That the City Council authorize the Mayor and Finance Director to sign the Pacific Stage Inc. contract.



Karl Harris, Parks & Recreation Director

Tim Alstrom, Chair

Denny Lawrence, Vice Chair

Reported: June 10, 2015

Jeff Cook

Adopted:

Pete Schave

Pacific Stage.com

Audio Visual & CONCERT SYSTEMS

BCI # 31714

Process Dates: Bid-April 23, 2015
Contractor: City of Aberdeen
Event: Aberdeen Splash Festival
Contact: Stacie Barnum 360-537-3248 sbarnum@aberdeenwa.gov
Contractor Address: 200 E Market Street
Aberdeen, WA 98520
Engagement Address: Morrison Riverfront Park (Next to Top Foods)

Job Description

Set up sound system, lighting and sound engineer for live music performances.

Event Date: Friday, July 4, 2015

Load In	Set By	First Band Load In	Sound Check	Event Time	Strike
10:00am	11:30am	11:40am	12:00pm	12:30 -6:00pm	6:15-8:00pm

Sound

Main PA to include two 18" bass cabinets and two bi-amped powered mains, up to 24 channels of input and five stage monitors on four mixes, all controlled from "FOH" (Front of House/Main PA mixing station) processing includes compression, gating, reverb and delay.

Total Speaker Cabinets (10 x 50)	500.00
Front of House 24 Channel Digital Consol w/full processing (Value 250.00)	N/C
Sound Total	500.00

Liability Insurance

Pacific Stage carries a \$1,000,000 General Liability Policy. A certificate of insurance for verification can be provided upon request.

BCI # & Payment

A "BCI" (Bid/Contract/Invoice) number has been applied to your event. Within 5 business days of the conclusion of your event, we will submit a **Final Invoice** copy with any changes or additions ordered. (Net-30 appreciated) This invoice will also include, when applicable, **Post Production Notes** on how the event/production went from our prospective and ideas/suggestions to consider to improve your next event. Thank you for your business!

Pacific Stage.com

Audio Visual & CONCERT SYSTEMS

BCI # 31714 Page 2

Labor

A special note regarding labor: Pacific Stage pays professional level wages with benefits that include overtime, affordable health insurance options and continued technical, code, & safety training and savings programs. We consider our company a "Family Business" and pay our engineers and technicians, family supportive wages for their services to maintain consistent quality, a healthy and safe work environment and positive and happy attitudes. Visit Pacificstage.com for more information.

Thursday 9am - 5pm (8 x 50)	400.00
Thursday 5pm - 9pm (Overtime 4 x 75)	300.00
Labor Total	700.00

Sub-Total Fee for Sound Services	1,200.00
Tax (8.8%)	NA
Grand Total	\$1,200.00

Pacific Stage	City of Aberdeen
David Sederberg/President	_____ / _____
X _____ Date _____	X _____ Date _____

2014 Post-Production Notes

All seemed to go well...well besides Joe Ty-A little out there. It made for an interesting show though. It would be nice for next year to either have the stage a little lower or prop up the front of the canopy a foot or two. I had to position the bands up-stage so that their heads/faces could be seen. Thank you for having us provide the sound again this year! Have a great summer, ds

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: Purchase Surplus Pumps from Kiewit

REPORTS AS FOLLOWS: The Sewer Department has the opportunity to purchase surplus pumps from Kiewit's pontoon construction project. The pumps were used by Kiewit to dewater the casting basin after each pontoon float-out (6 times). The original purchase price of the 6 units was \$240,000. After negotiations, Kiewit has agreed to sell the pumps to the City of Aberdeen for \$60,000 plus tax. The pumps are in excellent condition, have very few hours (<200 hrs), and have been stored clean and dry while not in use.

The City will be able to utilize these pumps in the stormwater collection system to increase the pumping capacity at multiple existing locations. There will be some infrastructure improvements necessary to do this, but staff has identified 3 projects which we believe we can complete with minimal capital cost in the short term. Pumps will be stored in a clean dry place and used as staff schedules storm pump station upgrade work.

THEREFORE, IT IS RECOMMENDED: That staff be authorized to purchase the surplus pumps from Kiewit for the cost of \$60,000 plus tax.

Malcolm Bowie
Public Works Director

Bill Simpson, Chairman

Kyle Scott
Wastewater Systems Manager

Reported _____, 2015

Adopted _____, 2015

Committee

**CITY OF ABERDEEN
COMMITTEE REPORT**

MR. MAYOR:

**THE MEMBERS OF
YOUR COMMITTEE ON:**

Public Safety and Chief of Police

IN REFERENCE TO:

JAIL SERVICES CONTRACT

Report and recommend as follows:

The City of Aberdeen currently contracts with the City of Wapato for jail services. The City of Wapato wishes to maintain this Jail Services Contract at the daily rate of \$55.00 per day, Wapato may increase the daily cost each year after written notification is given to Aberdeen. The contract period would be from July 1, 2015 through December 31, 2015. The Agreement is renew automatically on the first day of each year unless terminated early.

It is our recommendation that the Mayor and staff be authorized to sign the contract with City of Wapato for jail services.


Robert H. Torgerson, Chief of Police

Reported: June 24, 2015

Tawni Andrews, Chair

James Cook

Alice Phelps

Jerry Mills

Adopted: _____

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WAPATO,
WASHINGTON
AND THE CITY OF ABERDEEN, WASHINGTON

FOR THE HOUSING OF INMATES IN THE WAPATO CITY JAIL

THIS INTERLOCAL AGREEMENT is dated effective this 1st day of July, 2015 by and between the City of Aberdeen, Washington, a Municipal Corporation, and the City of Wapato, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Chief of Police for the City of Wapato (hereinafter "Wapato ") is authorized by law to have charge and custody of the City of Wapato Jail (hereinafter "Wapato Jail"); and

WHEREAS, the Mayor for the City of Aberdeen (hereinafter "Aberdeen") is authorized by law to have charge and custody of Aberdeen prisoners or inmates; and

WHEREAS, Aberdeen wishes to designate the Wapato Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Wapato desires to accept and keep in its custody such inmate(s) in the Wapato Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.08 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **JAIL AVAILABILITY**

Wapato agrees to house Aberdeen inmates on a "first come, first served" or "space available" basis.

2. **COMPENSATION**

(a) **Rates**. The cost of Wapato's care of all Aberdeen inmates herein shall be \$55.00 (the "Daily Rate") per day, per bed/inmate, effective beginning July 1, 2015 through December 31, 2015. The Daily Rate may be increased annually by Wapato. Wapato shall

provide written notice to Aberdeen at least thirty (30) days before the effective date of any Daily Rate increase. The parties agree that Wapato will not charge a separate booking fee in addition to such rates. The Daily Rate will be charged for each day, or portion thereof, an Aberdeen inmate spends at the Wapato jail. There will be no pro-rating for partial days.

(b) Billing and payment. Wapato agrees to provide Aberdeen with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date of booking and date of release), and a total dollar amount due. Wapato agrees to provide said bill by the 10th of each month. Aberdeen agrees to make payment to Wapato within thirty (30) days of receipt of such bill for the amount billed for the previous calendar month.

3. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Wapato Jail for booking by an Aberdeen officer, the Wapato corrections staff will determine whether the suspect and/or inmate will be accepted for booking. Wapato reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event an inmate is not accepted for booking, Wapato shall provide written notice (email is acceptable) to the Aberdeen Police Department indicating why the booking was declined.

(a) Duration of Inmate Stay. The parties agree that the maximum length of stay per inmate, including pre-and post-trial, may not exceed 365 consecutive calendar days per misdemeanor sentence.

(b) Types of Inmates accepted by Wapato Jail. Aberdeen may not book violent felons into the Wapato Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. Aberdeen may book nonviolent felons for a one-night stay provided that Aberdeen transports any such nonviolent felons the following day to another jail facility.

(c) Collection of insurance information. Wapato agrees to collect medical insurance information from inmates when they are booked into the Wapato Jail pursuant to RCW 70.48.130.

(d) Transfer of custody. Aberdeen police officers or any law enforcement officer on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer at the jail with an arrest warrant, citation, court order or other documentation satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement. The officer delivering the person to the jail shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will Wapato have assumed custody of and responsibility for the person to be confined. Upon release from the jail for any reason, Wapato no longer is in custody of Aberdeen inmates.

4. RIGHT OF INSPECTION

Aberdeen shall have the right to inspect, at all reasonable times, all of the Wapato Jail in which Aberdeen's inmates are confined in order to determine if such jail maintains standards of

confinement acceptable to Aberdeen and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Wapato shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

5. FURLOUGHS, PASSES, AND WORK RELEASE

Wapato agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Provided, Wapato shall be under no obligation to allow furloughs, passes, work crews, electronic home detention or work release.

6. INMATE ACCOUNTS AND VALUABLES

(a) Wapato shall establish and maintain an account for each inmate received from Aberdeen and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death, or return to either Aberdeen or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of Aberdeen. Upon release from incarceration, Wapato shall return any remaining money to the prisoner.

(b) Wapato shall receive and store property for Aberdeen inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Wapato to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Wapato, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement, or which are not otherwise required by law.

8. MEDICAL SERVICES

(a) Inmates from Aberdeen shall receive and Wapato shall arrange for such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Wapato Jail and shall notify Aberdeen prior to any consultation for non-emergency outside services. Except for in-house routine minor medical services that can be treated by Wapato Jail staff, Aberdeen shall pay directly or reimburse Wapato for all costs associated with the delivery of any medical, psychiatric and/or dental services provided to Aberdeen inmates; provided that Aberdeen has the option to remove inmates, if at Aberdeen's discretion, it believes that another jail would be more appropriate for addressing the inmate's medical needs.

(b) Wapato shall keep adequate records of all such services and said records shall be available for Aberdeen's review at its request.

(c) Except in emergencies, Aberdeen will be notified by contacting the Aberdeen Police Department on-duty supervisor or Commander at (360) 533-3180 or jail (360) 538-4458 or dispatch (360) 533-8765 or fax (360) 533-4786, prior to the inmate's transfer to a hospital and nothing herein shall preclude Aberdeen from retaking the ill or injured inmate(s). Any emergency medical, psychiatric, or dental services shall be reported to Aberdeen as soon as time permits.

(d) If inmates held on Aberdeen charges are transported to a local hospital facility, the short term security of said inmates shall be the responsibility of the City of Wapato. Short term security is defined as less than three (3) hours.

9. DISCIPLINE

Wapato shall have physical control over and power to execute disciplinary authority over all Aberdeen inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

Aberdeen inmates shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail.

10. RECORDS AND REPORTS

Wapato shall keep all necessary and pertinent records concerning Aberdeen inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Wapato Jail, Aberdeen shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

11. REMOVAL FROM THE JAIL

An Aberdeen inmate legally confined in the Wapato Jail shall not be removed there from by any person without written authorization from Aberdeen or by order of any court having jurisdiction. Wapato agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Wapato Jail personnel. In the event of any such emergency removal, Wapato shall inform Aberdeen of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

12. ESCAPES

In the event any Aberdeen inmate shall escape from Wapato's custody, Wapato will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Aberdeen. Wapato shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections therewith shall be chargeable to and borne by Wapato; however, Wapato shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

13. DEATH OF AN INMATE

(a) In the event of the death of an Aberdeen inmate, the Yakima County Coroner shall be notified. Aberdeen shall receive copies of any records made at or in connection with such notification.

(b) Wapato shall immediately notify Aberdeen of the death of an Aberdeen inmate, furnish information as requested and follow the instructions of Aberdeen with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Aberdeen. Written notice pertaining to the release shall be provided within three weekdays of receipt by Aberdeen of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Aberdeen. With Aberdeen's consent, Wapato may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Aberdeen. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Aberdeen shall receive a certified copy of the death certificate for any of its inmates who have died while in Wapato's custody.

14. REMOVING OF INMATES

Wapato reserves the right to refuse to accept an inmate, not meeting the intake criteria outlined in part 3 above, or refuse to continue to house an inmate if the inmate, in the opinion of Wapato personnel, has an illness or injury which may adversely affect Jail operations, presents a substantial risk of escape, or is a threat to the safety or general welfare of Wapato personnel or other inmates. In the event the confinement of any Aberdeen inmate is terminated for any reason Aberdeen shall, at its expense, retake such inmate from the Wapato Jail within (4) hours after receipt of such request. In the event Wapato requests an inmate be removed, Wapato shall provide written notice (email is acceptable) to the Aberdeen Police Department indicating why Wapato requested removal of the inmate.

15. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington and the ordinances of the City of Wapato, where applicable, shall govern in any matter relating to an inmate(s) confined pursuant to the Agreement.

16. DURATION

This Agreement shall enter into full force and effect from July 1, 2015, and renew automatically on the first day of each year, subject to earlier termination as provided by Section 17 herein. Nothing in the Agreement shall be construed to require Aberdeen to house inmates in the Wapato Jail continuously.

17. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the office of financial management and the other party delivered by regular mail to the

contact person identified herein, provided that termination shall become effective ninety (90) working days after receipt of such notice. Aberdeen agrees to remove any inmate(s) from the Wapato Jail by the close of said ninety (90) day notice period. Notice shall state the grounds for termination and the specific plan for accommodating the affected inmates.

(b) By Aberdeen due to lack of funding. The obligation of Aberdeen to pay Wapato under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2015) is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Aberdeen. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2015, then Aberdeen shall have the option of terminating the Agreement upon written notice to Wapato as provided in subsection 17(a), except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Aberdeen.

(c) In the event of termination of this Agreement for any reason, Aberdeen shall compensate Wapato for inmates housed by Wapato after notice of such termination until Aberdeen retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

18. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Wapato: City of Wapato
 205 E 3rd St
 Wapato, WA 98951-1326

Contact Person: Richard Needham, Chief of Police

City of Aberdeen: City of Aberdeen
 210 E Market Street
 Aberdeen, WA 98550

Contact Person: Robert Torgerson, Chief of Police

19. HOLD HARMLESS AND INDEMNIFICATION

(a) Wapato will assume the liability for the custody and care of Aberdeen inmates once they are in the custody of Wapato. Wapato shall defend, indemnify and hold Aberdeen, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with Wapato's performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Wapato.

(b) Wapato will assume no liability for the custody and care of Aberdeen inmates when they are not in the custody of Wapato. Aberdeen shall assume the liability for the custody and care of Aberdeen inmates while in the custody of Aberdeen. Aberdeen shall defend, indemnify and hold Wapato, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with

Aberdeen's performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Aberdeen. In addition, Aberdeen shall defend, indemnify and hold Wapato harmless for any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, arising out of or in connection with any and all allegations of false arrest or false imprisonment.

(c) It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

20. INSURANCE REQUIREMENTS

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance coverage from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this agreement coverage in the minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including commercial general liability, errors and omissions, automobile liability and police professional liability. Liability coverage shall be provided on an occurrence basis.

(c) The coverage evidenced in Section 20(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the City of Wapato from liability for losses and settlement expenses greater than these limits.

21. MISCELLANEOUS

(a) Aberdeen inmates incarcerated in the Wapato Jail pursuant to this Agreement shall be transported to Wapato by and at the expense of Aberdeen and shall be returned, if necessary, to Aberdeen by Aberdeen personnel and at Aberdeen's expense. Wapato is not responsible for transportation of Aberdeen inmates under this Agreement and shall be reimbursed by Aberdeen for any actual expenses incurred in transport of an inmate if, in fact, transportation of an inmate by Wapato becomes necessary.

(b) It is the policy of Wapato and Aberdeen that no person should be subjected to discrimination by either entity or its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation, disabled or Vietnam veteran era veteran status or the presence of any physical, mental or sensory disability.

(c) No waiver of any right under this agreement shall be effective unless made in writing by the party bound thereby. Failure to insist on full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance, or any later nonperformance.

(d) A copy of this agreement, once executed, will be filed with Yakima County and Grays Harbor County, and/or placed on each party's website pursuant to RCW 39.34.040.

(e) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF ABERDEEN

Dated: June 10, 2015

CITY OF WAPATO

Dated: _____

William (Bill) Simpson, City of Aberdeen Mayor

Jesse Farias, City of Wapato Mayor

Robert Torgerson, Chief of Police

Richard Needham, Chief of Police

ATTEST:

ATTEST:

Kathryn Schaben Skolrood, Finance Director

Gloria Acosta, Deputy Clerk-Treasurer

Approved as to Form:

Approved as to Form:

Eric Nelson, City Attorney

Sara Watkins, City Attorney

15 - 03

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A NEW CHAPTER 12.72 OF THE ABERDEEN MUNICIPAL CODE RELATING TO THE PERMITTING OF PUBLIC FESTIVALS AND PARADES, REPEALING CHAPTER 5.44 OF THE ABERDEEN MUNICIPAL CODE AND ORDINANCE 5441.

WHEREAS, on May 13, 2015, the city council adopted the recommendation of a Public Safety Committee Report that the city's current "Parade Permit" ordinance be replaced with an ordinance designed to deal with all manner of public events held on city property and rights of way; **NOW, THEREFORE,**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. NEW CODE CHAPTER ADOPTED. The following Chapter 12.72 relating to Festival Events is hereby added to the Aberdeen Municipal Code:

12.72.010 Purpose

It is the purpose of this chapter to provide for the issuance of Festival Event permits to regulate such events on the public properties and rights-of-way of the city in the interest of public health, safety and welfare; to provide for fees and charges; and to administer the permit process. Nothing contained in this chapter or any procedures adopted hereunder is intended to be or shall be construed to create or form the basis for liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure of the applicant or sponsor to comply with the provisions hereof.

12.72.020 Definitions

For purposes of this chapter, the following terms shall be defined as follows, unless a different meaning is expressly stated:

A. "Applicant" means the individual who completes the application and who shall act as primary contact for the event.

B. "Director" means the Parks and Recreation Director or the Director's designee.

C. "Festival event" means an event held in a fixed location on city property or city right-of-way, which the general public may attend, and any activity in a non-fixed

location associated with the event such as a parade, walk-a-thon, or run-a-thon. Festival Events include arts and craft shows, carnivals, circuses, dances, entertainment activities, exhibitions, fairs, flea markets, parades, rallies, shows, or other similar events. Not included in this definition of Festival Events are events exclusively involving political or religious activity or events intended primarily for the communication or expression of ideas where no vendor activities are involved and which are protected under the First and Fourteenth Amendments.

C. "Nonprofit vendor" means any person, firm or organization who sells goods and services at a Festival Event and who has active status registration with the Washington Secretary of State as a nonprofit corporation.

E. "Permit" means the permit issued by the Parks & Recreation Director or the Director's appointed designee pursuant to this chapter.

F. "Sponsor" means the group who is listed on the permit application as the responsible party for the event.

G. "Qualified nonprofit event sponsor" means a sponsor who has an active status registration with the Washington Secretary of State as a nonprofit corporation.

H. "Vendor" means any individual, firm, or organization who sells goods or services at a Festival Event, including but not limited to concessions, food counters, and booths for the sale of crafts, memorabilia, souvenirs, services, or other similar items.

12.72.030 Permit Required

A. Any person or group desiring to conduct or sponsor a Festival Event on city property or city rights-of-way, other than Festival Events conducted entirely within a city park under the jurisdiction of the Aberdeen Parks Board, shall first obtain a Festival Event permit under this chapter. An application for a festival event permit must be submitted at least ninety (90) days prior to the proposed date of the Festival Event.

B. Any person or group desiring to conduct or sponsor a Festival Event in a city park under the jurisdiction of the Aberdeen Parks Board shall comply with all regulations and permit requirements established by the Parks Board. A Festival Event permit under this chapter shall also be required for Festival Events that do not take place entirely within a city park under the jurisdiction of the Park Board. The Director, with the approval of the Park Board, may issue a consolidated Festival Events permit under this chapter that incorporates the permitting requirements adopted by the Park Board.

12.72.040 Permit Duration

A Festival Event permit issued under this chapter shall be valid only for the time period approved by the city and vests no permanent rights in the applicant.

12.72.050 Administration

A. The Director shall establish a Festival Event permit application form, process, and approval/denial criteria; and publish such forms, process and criteria on the city's

website. The criteria for approval/denial shall be reviewed and approved by the Police and Fire Departments prior to adoption by the Director. The process for approval/denial of individual permit applications shall include an opportunity for review and comment by all city departments.

B. The Director or the Director's designee may approve, deny, modify, or condition an application for a Festival Event permit.

12.72.055 Appeal - Denial or Revocation or Permit

Any sponsor aggrieved by the action of the Director in refusing to issue any permit or revoking a permit issued under this chapter shall have the right to appeal the Director's action to the Aberdeen City Council, or such other hearing body or officer as may be designated by the City Council, by filing a notice of appeal with the Finance Director within ten (10) calendar days of issuance of notice of the denial or revocation. Any appeal shall be accompanied by a statement indicating the grounds for such appeal. The hearing body or officer shall set a date for hearing such appeal, to take place within twenty (20) calendar days of the date of receipt of the notice of appeal, unless the appellant agrees to a longer time frame. If the twentieth day falls on a weekend or holiday, the next business day would be the final day for holding a hearing. At such hearing the appellant and other interested persons may appear and be heard, subject to rules adopted by the city council or the hearing body. The hearing body or officer shall render its decision on the appeal within ten (10) business days following the close of the appeal hearing. The decision of the hearing body or officer is final.

12.72.060 Conditions authorized and additional permits

A. The Director may include in a Festival Event permit, among other provisions, reasonable terms or conditions as to the: (1) time, place and manner of the event; (2) compliance with health and sanitary regulations; (3) provision of emergency services, security, and other services deemed necessary by the city for health, safety, and welfare purposes; and (4) payment of or reimbursement for city costs associated with the event.

B. In addition to the reasonable terms and conditions that may be included in a Festival Event permit, a Festival Event permit shall ensure that:

1. No fee may be charged nor donations solicited for admission to a Festival Event located on City properties or rights-of-way or any entertainment venue at the event located on City properties or rights-of-way. This condition does not prevent the event sponsor from collecting vendor fees and charges, or allowing the sale of goods and services at the event, or soliciting or allowing the solicitation of donations for support of non-profit organizations in a manner such that the solicitation would not reasonably be construed by the general public as a charge or donation for admissions.

2. The event sponsor is responsible for all equipment set-up and take-down, litter and garbage clean-up and disposal at the event venue, and prompt removal of all event equipment and site clean-up at the end of the event.

3. No stakes, pegs, or other affixed hardware may be placed into city property or rights-of-way unless such activity is allowed under the Festival Event permit.

4. The sponsor of a Festival Event shall make provision for the free exercise of speech at the event and submit in writing with its application a statement as to how the free exercise of speech will be accommodated. Any manner and location restrictions on the free exercise of speech must comply with those clearly set forth in the permit.

5. Each Festival Event sponsor at which food is sold or served shall prominently place in and adjacent to all areas where food is sold or served a minimum of three (3) signs no smaller in size than two (2) feet wide by three (3) feet high which state "No animals other than service animals allowed in food sales, serving, and preparation areas;" or shall propose in writing with its application, subject to city approval, an alternate method of how notification will be given to event vendors and attendees that services animals only are allowed in areas where food is prepared and served.

C. The city may condition any event permit on a requirement that the permittee give written advance notice of the event and its probable impact to the general public and any property owners or tenants adjacent to the event location or any event venue.

D. Additional permits and licenses may be required for Festival Events to meet the conditions established by the permit or other city codes.

12.72.070 Rates established for use of City streets

The rate for use of City streets for stationary activities of a Festival Event shall be \$50 per day or partial day of event operation, and shall be paid in advance of or at the time of permit issuance. Stationary event activities include but are not limited to areas for vendors, food consumption, displays, entertainment, event entryways, and supply and equipment storage.

12.72.080 Fees and charges

Any person, firm or organization who sponsors a Festival Event within the city must:

A. Pay all city property usage fees in accordance with applicable code or resolution.

B. Obtain all applicable permits and licenses required by Aberdeen Municipal Code and pay associated fees in accordance with the code.

C. Apply for city utility services in advance of the event and pay associated usage charges and fees in accordance with city utility billing policies and practices. Pay the city's commercial customer fees for city utility services provided to the event.

D. Reimburse the city for actual costs of city personnel, services and supplies required as a direct result of the event within 45 days of the date of issuance of invoices for such by the city.

E. Pay taxes, as applicable to the event, in accordance with city and state regulations.

12.72.090 Fees and charges exempted - Qualified nonprofit event sponsor

The Director or the Director's designee may waive the following fees and charges for a Qualified Nonprofit Event Sponsor if in the Director's opinion support for the event will not cause a significant disruption in the delivery of normal city services and the event is of sufficient public benefit to warrant the expenditure of city funds without reimbursement by the sponsor:

A. The actual cost of city personnel for services incurred on behalf of the event during regular work hours.

B. Incidental city costs for supplies, mileage and vehicle maintenance that are not included in the ordinary rate for city utility services.

C. The fees for recycling services provided to the event by the city if the sponsor files a recycling plan with the event application, said plan is approved by city, and the event sponsor makes a good faith effort to implement the approved plan.

12.72.100 Hold Harmless

As a condition to the issuance of any permit under this chapter, the sponsor shall agree to defend, indemnify and hold harmless the city, its officers, employees and agents, for any and all suits, claims or liabilities caused by, or arising out of any use or activity authorized by any such permit.

12.72.110 Insurance Requirements

The sponsor shall provide general liability insurance naming the city as an additional insured. Limits of coverage will be determined by the city's risk manager. Certificates of insurance are to be submitted to the city for approval prior to the issuance of the Festival Event permit. Acceptability of insurance is subject to approval by the city's Finance Director or the city's designated risk manager.

12.72.120 Revocation of Permit

Any permit issued under this chapter may be summarily revoked by the city at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the city determines the safety of the public or property requires such immediate revocation. The city may also summarily revoke any permit issued pursuant to this ordinance if the city finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the event sponsor by personal service or by certified mail at the address specified by the permittee in the application.

SECTION 2. CODE SECTION REPEALED. Ordinance 5441, as amended by Ordinance 5688, codified as Chapter 5.44 AMC, is hereby repealed.

SECTION 3. SAVINGS CLAUSE. Chapter 5.44 AMC, which is repealed by this ordinance, shall remain in force and effect until the effective date of this ordinance and shall remain in force and apply to all applications made and permits issued prior to the effective date of this ordinance.

SECTION 4. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 5. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect immediately following its passage, signing, and publication.

PASSED and APPROVED this ____ day of _____, 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director