



## ABERDEEN CITY COUNCIL

February 24, 2016

**\*\*AMENDED\*\***

### COUNCIL MEETING AGENDA

Third Floor, City Hall

#### SPECIAL WORKSHOP

1. Kathryn Corkery – Active Living Plan
2. Cassie Lentz - GHCHD Homeless Plan

**IMMEDIATELY FOLLOWING IN COUNCIL CHAMBERS**

#### COMMITTEE OF THE WHOLE

- A. Guest Speakers
  1. Swearing in of Police Officers by Chief Torgerson
  2. Allison Grubbs, Timberland Library – 2015 accomplishments & 2016 expectations
- 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 For 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 Finance Director requesting authorization for the Mayor and Finance Director to sign required documents to continue email and archiving services by Google through reseller Cloud Sherpas, Inc.
- VI. PUBLIC WORKS
  - A. Committee Chair Report
  - B. Reports & Communication
    1. Report from Public Works and the Public Works Director recommending that the City award the sale of a 2016 Freightliner to Valley Freightliner, Inc.

2. Report from Public Works and the Public Works Director recommending that Allen Logging Company be released from the relocation requirement of the 1984 covenant to relocate sanitary & storm sewer lines.

**VII. PUBLIC SAFETY**

- A. Committee Chair Report
- B. Reports & Communications

**VIII. SPECIAL AGENDA ITEMS**

- A. Reports
  1. Report from Personnel and the Human Resources Director recommending revisions to personnel policy 11.60 ADA Grievance Procedure.
  2. Report from Personnel and the Human Resources Director recommending revisions to personnel policy 13.30 Receipt of Gifts.
  3. Report from Personnel and the Human Resources Director recommending revisions to job description for Parks and Recreation Director.
  4. Report from Personnel and Mayor Larson recommending a personnel policy exception related to the starting pay for the Parks and Recreation Director.
- B. Ordinances
  1. First reading of Bill No. 16-02 relating to the establishment of a hearing examiner system for land use decisions, adding a new Chapter 2.30 to the AMC.
- C. Appointments
  1. Appointment of Parks & Recreation Director.
  2. Re-appointments to Park Board
- D.

**IX. CITY COUNCIL COMMENT PERIOD**

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

**XI. 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. Erik Larson

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

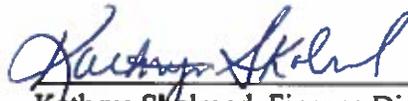
**In Reference To:** Email & archiving system

***Background:***

It is time to renew the City's contract for email hosting and archiving with Google. They have outsourced the contract management to Cloud Sherpas, Inc. The City's pricing per user is remaining the same as our original pricing in 2010. The contract has been reviewed by legal counsel.

***Reports and recommend as follows:***

That Council authorizes the Mayor and Finance Director to sign the required documents to proceed with the hosted email and archiving services with Google's reseller Cloud Sherpas, Inc.

  
\_\_\_\_\_  
Kathryn Skolrood, Finance Director

\_\_\_\_\_  
Denny Lawrence, Chair

\_\_\_\_\_  
Jeff Cook, Vice Chair

**Reported:** February 24, 2016

\_\_\_\_\_  
Kathi Prieto

**Adopted:**

\_\_\_\_\_  
Alice Phelps

## CLOUD SHERPAS SALES CONTRACT

This Cloud Sherpas Sales Contract ("Sales Contract") dated February 9th, 2016 is made by and between Cloud Sherpas, Inc. ("Cloud Sherpas") and City of Aberdeen ("Client") and will govern Client's purchase from Cloud Sherpas of products and services.

1. **Products and Services.** Cloud Sherpas and its Affiliates have alliance relationships with third party product and services vendors ("Third Party Suppliers"). As part of many such arrangements, Cloud Sherpas is able to resell the Third Party Supplier's hardware, software and other products (collectively "Products") and Third Party Supplier services ("Services") and may receive discounts or rebates from the Third Party Suppliers in connection with the sale of such Products or Services. Products and Services are sold by Cloud Sherpas as a reseller under the terms and conditions established by the applicable Third Party Supplier. All Products and Services are provided subject to the Third Party Supplier's applicable terms, which shall constitute an agreement between Client and the Third Party Supplier only, and not Cloud Sherpas, and which Client may be required to execute or accept (via signature or online acceptance) as a condition of the sale (the "Third Party Supplier Terms"). Cloud Sherpas has no obligation to provide the Products or Services unless and until Client has accepted or executed the applicable Third Party Supplier Terms in the manner required by the Third Party Supplier. The Third Party Supplier Terms may be superseded by either written agreement between the Third Party Supplier and Client or written authorization by Third Party Supplier to Cloud Sherpas, provided that Third Party Supplier allows such agreement or authorization to apply to Client's purchase through Cloud Sherpas. Cloud Sherpas will provide such Third Party Supplier Terms to Client prior to acceptance of the Sales Quotation upon request. Third Party Suppliers are independent contractors and shall not be deemed employees, agents, subcontractors or authorized representatives, partners or joint venturers of Cloud Sherpas.

2. **Sales Quotations.** Products and Services purchased or licensed hereunder will be listed on order form(s) similar to Attachment A or sales quotation(s) issued by Cloud Sherpas to Client (each, a "Sales Quotation"). The initial term of any Sales Quotation will be set forth on such Sales Quotation (the "Initial Term"), and unless otherwise agreed to in a Sales Quotation, each Sales Quotation will automatically renew for successive 12-month terms at the end of the Initial Term for so long as Client remits the applicable payments and/or fees for the Products or Services (each, a "Renewal Term"). Cloud Sherpas will order or provide the Products and Services specified on each Sales Quotation that has been accepted by both Client and Cloud Sherpas. Client accepts a Sales Quotation by signing the Sales Quotation or by issuing a purchase order for the Products or Services listed in the Sales Quotation. Cloud Sherpas accepts a Sales Quotation if it signs the Sales Quotation, provides an electronic acceptance of the Sales Quotation, or to the extent that Cloud Sherpas orders or provides Products or Services pursuant to such Sales Quotation; provided however, that Cloud Sherpas' acceptance of each Sales Quotation is subject to acceptance by the Third Party Supplier. As such, Cloud Sherpas is not obligated to sell Products or Services to Client unless and until Cloud Sherpas has received such authorization from the Third Party Supplier. Cloud Sherpas' obligation to fulfill any accepted Sales Quotation is expressly limited to the quantities, descriptions, delivery locations, transaction-specific terms, and pricing of Products and Services specified in a Sales Quotation provided by Cloud Sherpas, except that (a) where Third Party Supplier requests to substitute a Product, Cloud Sherpas may make such substitution upon written notice of approval from Client; and (b) Client may change the location where Products are to be delivered by written notice to Cloud Sherpas, subject to acceptance by Cloud Sherpas. All Sales Quotations shall be subject to the terms and conditions of this Sales Contract, in its entirety without addition, modification or exception. Any term, condition or proposal submitted by Client in a purchase order or otherwise (whether orally or in writing) which is inconsistent with or in addition to the applicable Sales Quotation or the terms and conditions of this Sales Contract is specifically rejected by Cloud Sherpas and will be of no force or effect, unless signed by an authorized representative of Cloud Sherpas. Cloud Sherpas' silence or failure to respond to any such subsequent or different term, condition or proposal, or signature by any other individual, shall not be deemed to be Cloud Sherpas' acceptance or approval thereof. Client and Cloud Sherpas also may agree in writing to different or additional terms and conditions related to specific Products or Services in the applicable Sales Quotation, which will modify the terms and conditions of this Sales Contract solely as related to such Products and Services. This Sales Contract, including any accepted Sales Quotations, constitutes the entire agreement between the parties regarding a purchase of Products or Services from Cloud Sherpas and supersedes and replaces any previous communications, representations or agreements.

3. **Prices and Payment.** Client agrees to pay as invoiced the total purchase price for the Products and Services agreed in the Sales Quotation (the "Fee"), plus Billable Taxes (as defined in Section 4) and applicable delivery and insurance charges. Any changes to the Fee applicable to any Renewal Terms are dictated by the Third Party Supplier. Cloud Sherpas will provide Client notice of any such Fee changes by invoice as soon as commercially practicable after receiving notice of such changes from the Third Party Supplier. Payment in full is due either (i) within 30 days of Client's date of an invoice, or (ii) with respect to any Renewal Term, the lesser of 30 days from the date of such notice or the number of days left in the then current Initial Term or Renewal Term. For any Renewal Term, Client may either (i) remit payment, thus accepting such Fee changes and renewing the Sales Quotation for a successive Renewal Term; or (ii) reject the Fee change in writing to Cloud Sherpas, thus canceling the Sales Quotation as of the end of the then current Initial Term or Renewal Term, as applicable. In the event Cloud Sherpas does not notify Client of a Fee change pursuant to this Section 3 during the then current Initial Term or Renewal Term, the Sales Quotation will renew at the current Fee.

Client will be deemed to have received any invoice sent electronically or by facsimile when it is transmitted. Interest on any payment or part thereof past due will accrue at the lower of the rate of 1.5% per month or the maximum rate allowed by law. Client will be responsible for Cloud Sherpas' costs of collection for any payment default, including court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Cloud Sherpas reserves the right to suspend further deliveries until payment is received. Any amounts associated with any Products or Services, including any Billable Taxes, will be collected by Cloud Sherpas solely in its capacity as an independent reseller of such Product or Service.

#### 4. Taxes.

- a. The price of Products and Services shall be exclusive of any applicable taxes including but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, and other similar taxes or duties ("Indirect Taxes"). In addition to the purchase price, Client shall pay or reimburse Cloud Sherpas for Indirect Taxes, property taxes and all other similar taxes, local fees or charges imposed by any federal, state, or local governmental entity for Products and/or Services provided under this Sales Contract (collectively, "Billable Taxes"), unless Client has provided Cloud Sherpas with a direct pay permit or valid exemption certificate for the applicable jurisdiction. In the US only, Client's location where the Products and Services are delivered will be the location where Billable Taxes are assessed.
- b. Where Cloud Sherpas is required by prevailing legislation to apply Indirect Taxes in respect to any Product or Service resold by Cloud Sherpas to Client, Cloud Sherpas shall provide Client with a relevant invoice that specifically states the value of Indirect Taxes payable at the rate prevailing at the time of issuing valid invoice(s). Where Client is permitted by prevailing legislation to recover or obtain relief from such Indirect Taxes, Cloud Sherpas shall endeavour to ensure that such invoices meet all the necessary conditions required by prevailing legislation to allow Client to recover or obtain relief from such Indirect Taxes. Client shall pay to Cloud Sherpas the value of the invoice plus any Billable Taxes.
- c. If Cloud Sherpas has incorrectly overcharged Billable Taxes to Client, then Cloud Sherpas shall correct the invoice within 60 business days of such an error being discovered and notified to Cloud Sherpas, and credit to Client any Billable Taxes.
- d. If Cloud Sherpas has incorrectly undercharged Billable Taxes to Client, then Cloud Sherpas shall correct the invoice within 60 business days of such an error being discovered and notified to Cloud Sherpas, and charge to Client any Billable Taxes plus any applicable interest, but not penalties, charged by a taxing authority.
- e. In the event that a withholding tax is payable by Client in respect of the price, Client shall be required to "gross up" the amount of such payment and shall pay the total amount reflected on the invoice. Client will provide to Cloud Sherpas evidence that Client has remitted to the relevant authority the sum withheld within 30 days of payment to the relevant authority. Client agrees to pay such taxes unless Client has provided Cloud Sherpas a valid exemption certificate for the applicable jurisdiction. In the event that a double taxation treaty applies and provides for a reduced withholding tax rate, Client shall only withhold and pay the reduced tax on behalf and for the account of Cloud Sherpas, if an appropriate certificate is issued by the competent tax authority and provided by Cloud Sherpas to Client.
- f. Client agrees to reimburse and hold Cloud Sherpas harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client to pay under this Section.
- g. Cloud Sherpas agrees to reimburse and hold Client harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Cloud Sherpas to pay under this Section.
- h. Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, applicable social taxes, and for taxes on any property it owns or leases. Subject to the above, the price of Products and Services shall be exclusive of all such taxes, duties and levies. In the event that any taxes become chargeable or payable by Cloud Sherpas or Client that have not been provided for in this Sales Contract, Cloud Sherpas and Client will agree the relevant steps to be taken with regard to such taxes at the appropriate time.
- i. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible including, if available, acceptance of electronic delivery of software products with no media backup.

5. **Delivery and Risk of Loss.** Shipment and delivery of Products and Services will be in accordance with the applicable terms and conditions and availability schedule of the Third Party Supplier and its distributors and resellers that supply Cloud Sherpas. Title and risk of loss will each pass to Client from Cloud Sherpas immediately after transferring to Cloud Sherpas. Notwithstanding anything in this paragraph, title to all licensed intellectual property remains with the applicable licensor(s), Client rights and obligations related to all such intellectual property are contained in the license agreement between Client and the licensor(s), and Client agrees that it shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by applicable licensor(s) on or in the Products. Client grants to Cloud Sherpas a security interest in all Products purchased under this Sales Contract, and authorizes Cloud Sherpas to execute and file financing statements or other documents necessary to perfect Cloud Sherpas' security interest. Such security interest will terminate when Cloud Sherpas has received all amounts due for the Product(s).

6. **Order Changes, Cancellations and Returns.** Any order changes, cancellations or returns of Products or Services will be governed by the applicable Third Party Supplier policies. Client will be responsible for any fees, penalties or other amounts payable by Cloud Sherpas or Client to any third party as a result of any order change, cancellation or return.

7. **Availability.** All orders are subject to the availability of underlying Products and Services. Cloud Sherpas will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages incurred as a result of delays or the failure to meet a stated delivery schedule. All terms related to delivery of Products and Services shall be those provided by the Third Party Supplier.

8. **Limited Warranty.** ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM CLOUD SHERPAS OR ITS AFFILIATES. Client may be eligible for any Third Party Supplier's warranties, indemnities or other commitments made by such Third Party Supplier with respect to any Products or Services and Cloud Sherpas will provide commercially reasonable assistance to Client in enforcement thereof. However, to the extent required under an agreement with a Third Party Supplier, Cloud Sherpas will either (a) assist Client with support to the extent permitted by its agreement with such Third Party Supplier, or (b) assist Client with escalation of any issues, incidents or support requests to the Third Party Supplier. Otherwise, Cloud Sherpas will have no obligation to provide any support or other services with respect to the Products or Services, except as otherwise set forth in a Sales Quotation. Third Party Suppliers may provide certain technical support services or service levels for the Products or Services pursuant to applicable Third Party Supplier Terms. In the event Third Party Supplier Terms specify a service level, Cloud Sherpas will flow available remedies directly to Client on the Third Party Supplier's behalf (i.e. if a service level remedy is a credit, Cloud Sherpas will grant the credit to the Client on behalf of the Third Party Supplier). Cloud Sherpas accepts no liability for any claims arising out of any act or omission, including negligence, by any Third Party Supplier, including delays in shipping or delivery of nonfunctional or incorrect Products or Services. In purchasing the Products, Client is relying on the Third Party Supplier's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Cloud Sherpas or its Affiliates.

9. **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SALES CONTRACT, OR CLIENT'S AGREEMENT WITH THE THIRD PARTY SUPPLIER, AND SUBJECT TO APPLICABLE LAW, CLIENT AGREES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES. CLOUD SHERPAS, ITS AFFILIATES, THIRD PARTY SUPPLIERS, AGENTS AND SUBCONTRACTORS MAKE NO OTHER, AND EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT), ARISING OUT OF OR RELATED TO THIS SALES CONTRACT, INCLUDING ANY WARRANTY RELATING TO PRODUCTS OR SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE PRODUCT.

10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL CLOUD SHERPAS, ITS AFFILIATES OR ITS OR THEIR THIRD PARTY SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY: (A) LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS SALES CONTRACT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) CLAIMS, DEMANDS OR ACTIONS AGAINST CLIENT BY ANY THIRD PARTY, INCLUDING CLAIMS RELATED TO THIS SALES CONTRACT; (C) LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CLIENT'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY CLOUD SHERPAS OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THIS SALES CONTRACT; (D) UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE; OR (E) LIABILITY OF ANY KIND (INCLUDING IN CONTRACT, TORT OR ANY OTHER BASIS) IN EXCESS OF THE AMOUNT PAID FOR THE PRODUCT OR SERVICE GIVING RISE TO

THE CLAIM DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS. Client expressly waives any claim that it may have against Cloud Sherpas, its Affiliates, agents, subcontractors or Third Party Suppliers based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret, trade mark or other intellectual property rights with respect to any Product or Service. No action arising out of or related to this Sales Contract may be brought by Client more than two years after the damage, loss or expense occurred. The parties agree that the limitations of liability in this paragraph are fair and reasonable and do not deprive either party of its essential purpose or an adequate remedy. This paragraph shall not be construed to limit any of Client's rights in an agreement between Client and the applicable Third Party Supplier.

11. **Limitations on Use.** Client agrees and represents that Client is buying Product for Client's own internal use and not for resale. PRODUCTS RESOLD BY CLOUD SHERPAS ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS OR SERVICES COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT CLIENT'S SOLE RISK.

12. **Confidential Information and Personal Data.** Each party may be given access to information (in any form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the disclosing party as confidential information or which a reasonable person would deem to be confidential under the circumstances excluding Personal Data ("Confidential Information"). Confidential Information may only be used by the receiving party in connection with the Products and Services offered or purchased under this Sales Contract and otherwise as reasonably needed to perform its obligations under this Sales Contract. Cloud Sherpas may disclose Confidential Information concerning Client to Third Party Suppliers that are bound by written obligations of confidentiality no less protective than the terms of this Sales Contract for purposes of selling or providing Products or Services to Client, including pre-sales and post-sales activities. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to Cloud Sherpas and Client personnel (including such personnel employed by their respective affiliates) and subcontractors engaged in the performance, management, receipt or use of the Products or Services under this Sales Contract, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Sales Contract. Nothing in this Sales Contract will prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of the information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Sales Contract. Each party will exercise commercially reasonable efforts not to disclose any Personal Data to the other party and to restrict the other party's access to its Personal Data, but if a party is given access to the other party's Personal Data, the receiving party will protect such Personal Data using a reasonable standard of care against unauthorized access, use, alteration, destruction, loss or disclosure. With respect to Client Personal Data that Cloud Sherpas may incidentally have access to, Client remains the data controller and Cloud Sherpas shall be its data processor. The parties shall comply with their respective obligations under all applicable laws relating to data privacy, information security or security breach notification (together, the "Data Privacy Laws"). "Personal Data" shall have the meaning given it in the Data Privacy Laws.

13. **Assignment.** Client may not assign this Sales Contract to any third party without the prior written consent of Cloud Sherpas. Subject to the restrictions in assignment contained in this provision, this Sales Contract will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

14. **Force Majeure.** Cloud Sherpas will not be responsible for any delays in delivery or failure to perform that may result from any circumstances beyond Cloud Sherpas' reasonable control, including as a result of carrier delays, fire, severe weather conditions, failure of power, epidemics, labor problems, acts of war, terrorism, embargoes, acts of God or acts or laws of any government or agency.

15. **Termination and Survival.** This Sales Contract, or any Sales Quotation, may be terminated at any time, without cause or penalty, (i) by Cloud Sherpas upon 10 business days' prior written notice to Client, or (ii) by Client upon written notice to Cloud Sherpas at least 60 days prior to the end of the then-current Initial Term or Renewal Term, as applicable. However, any Sales Quotation accepted by both parties prior to the date of termination of this Sales Contract or the applicable Sales Quotation will remain in effect and continue to be governed by the terms and conditions of this Sales Contract and no refund will be due to Client. In addition, Cloud Sherpas may terminate this Sales Contract or any Sales Quotation if: (i) Client fails to pay any amounts properly due; (ii) Client breaches the applicable Third Party Supplier Terms; (iii) the Third Party Supplier terminates the applicable Third Party Supplier Terms; or (iv) Cloud Sherpas ceases to be an authorized reseller of the Third Party Supplier Products or Services. In any event, all Fees paid by Client prior to termination will be non-refundable. Notwithstanding the foregoing, either party may immediately terminate this Sales Contract, including any Sales Quotations, if the other party stops payment of its debts generally or ceases to carry on its business or substantially the whole of its business, or, if any order is made, or any effective

resolution is passed, or any voluntary or involuntary proceeding is commenced by or against such party seeking winding-up, liquidation, receivership, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect, and such proceeding is not dismissed within 60 days. The parties agree that all terms and conditions of this Sales Contract which by their sense or nature should be deemed to survive termination of this Sales Contract will be deemed to so survive.

**16. Governing Law and Venue.** This Sales Contract will be governed by the substantive laws of the State of Illinois without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Sales Contract. Both parties to this Sales Contract specifically agree to submit to the exclusive jurisdiction of, and venue in, the state and federal courts in Chicago, Illinois in any dispute arising out of or relating to this Sales Contract.

**17. Compliance with Export and Other Laws.** Each party will retain responsibility for its compliance with all applicable laws, including export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties. Cloud Sherpas will only sell or provide Products and Services to Client at locations within the United States. Cloud Sherpas shall not, and shall not be required by the terms of this Sales Contract to be, directly or indirectly involved in the import (other than the import into the United States for the resale), export, re-export, or transfer (physically or electronically) of Products, Services or any related parts, components, accessories, know-how or technical data ("Materials"). Client acknowledges that transfers of Materials may be subject to any and all licenses, permits, export license exceptions or other authorizations (collectively, "Export Authorizations"). Client agrees to (i) comply with any and all Export Authorizations; (ii) expressly assume responsibility for determining licensing requirements and obtaining license authority; (iii) appoint a U.S. agent and provide the U.S. agent with a power of attorney or other written authorization, as applicable; and (iv) satisfy any other formalities required to import, export, re-export or transfer (physically or electronically) the Materials. Without limitation of the foregoing, Client shall comply with all applicable U.S. and other countries' export control and economic sanctions laws, including the U.S. Export Administration Regulations ("EAR"), the U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Belarus, Burma (Myanmar), Cuba, Democratic Republic of Congo, Iran, Ivory Coast, Liberia, North Korea, Somalia, Sudan, Syria and Zimbabwe ("Restricted Countries"), restrictions on transactions involving certain designated persons and entities on U.S. Government restricted parties lists ("Restricted Parties"), and the U.S. Foreign Trade Regulations, in performance of this Sales Contract and in the import, export, re-export, or transfer of Materials. Client shall not export, re-export or otherwise transfer Materials or Services to any Restricted Countries or Restricted Parties.

**18. Rules of Construction and Definitions.** An Affiliate is any entity controlling, controlled by or under common control with Cloud Sherpas. The headings in this Sales Contract are for reference purposes only and will not affect in any way the meaning or interpretation of this Sales Contract. As used in this Sales Contract, unless otherwise provided to the contrary, (a) all references to days, months or quarters will be deemed references to calendar days, months or quarters and (b) any reference to an "Article," "Section," will be deemed to refer to an Article or Section of this Sales Contract. Unless the context otherwise requires, as used in this Sales Contract, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Sales Contract refer to this Sales Contract as a whole and not to any particular provision of this Sales Contract. Whenever the words "include," "includes" or "including" are used in this Sales Contract, they will be deemed to be followed by the words "without limitation." References in this Sales Contract and Sales Quotations to "\$" will be deemed a reference to United States dollars unless otherwise specified.

**19. Miscellaneous.** Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Cloud Sherpas and Client is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Sales Contract is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Sales Contract must be in writing. This Sales Contract and any Sales Quotation may be signed in separate counterparts each of which will be deemed an original and all of which together will be deemed to be one original. This Sales Contract and any accepted Sales Quotations, transmitted by facsimile machine or other electronic means, will be treated in all manner and respects as an original document.

The parties hereto have executed this Sales Contract by their duly authorized representatives.

**AGREED TO BY:**

**AGREED TO BY:**

**CITY OF ABERDEEN**

**CLOUD SHERPAS, INC.**

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

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

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

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

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

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

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

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

**ATTACHMENT A-1**  
**TO RESALE AGREEMENT DATED 02/09/2016**

**ORDER FORM BETWEEN CLOUD SHERPAS, INC. AND CUSTOMER**

**SUPPLIER: Google, Inc.**

**SERVICES SCHEDULE – ANNUAL PLAN**

<b>Date</b>	<b>02/09/2016</b>
-------------	-------------------

<b>Customer: City of Aberdeen</b>	<b>Authorized Caller: Kathryn Skolrood</b>
<b>Address: 200 E. Market St.</b>	<b>Phone:</b>
<b>Aberdeen, WA 98520</b>	<b>Fax:</b>
	<b>E-Mail: <a href="mailto:kskolrood@aberdeenwa.gov">kskolrood@aberdeenwa.gov</a></b>
	<b>Customer Domain Name: <a href="http://aberdeenwa.gov">aberdeenwa.gov</a></b>

**1. TERM:**

Term Start Date: 02/10/2016  
Initial Term: 1 Year  
Renewal Date: 02/10/2017

**2. SUPPLIER'S EULA:**

By purchasing the licenses described herein, you agree to comply with the Google Terms of Service located at: [http://www.google.com/apps/intl/en/terms/reseller\\_premier\\_terms.html](http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html).

**3. PRODUCTS:**

**1. End User Accounts – Google Apps for Business**

Customer is purchasing 160 Google-hosted accounts provided to Customer's users ("End User Accounts") through Google Apps for Business ("GAfB") at a price of \$50.00 per End User Account for an aggregate purchase price of \$8,000. Customer may order additional End User Accounts, and the fee shall be pro-rated to the upcoming anniversary of the Effective Date.

**2. Google Apps Vault**

Customer is purchasing 160 Google Apps Vault provided to Email Accounts through GAfB at a price of \$29.70 per Email Account for an aggregate purchase price of \$4,752. If Customer purchases additional GAfB seats, Vault will be invoiced, pro-rated.

**5. ADDITIONAL LICENSES:**

Customer may purchase additional End User Accounts (as defined in Attachment I hereto) for existing customer domain names at any time. Such accounts shall have a pro-rated Term equal to the remainder of the then current Term. Customer may only decrease the number of End User Accounts prior to commencement of a Renewal Term and only upon written notice delivered to Cloud Sherpas at least thirty (30) days prior to the expiration of the then current Term. End User Accounts cannot be transferred from one Customer domain name to another until the next Renewal Term.

**4. ADDITIONAL TERMS: (specify, if any)**

**CLOUD SHERPAS**

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

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

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

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

**CUSTOMER: CITY OF ABERDEEN**

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

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

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

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

**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**Mayor:** Erik Larson

**The Members of  
Your Committee on:** Public Works and the Public Works Director

**To Whom was Referred:** Street Dept. 10 yd. Truck Purchase

**Reports and Recommends as Follows:** It was approved in the 2016 budget to replace the Street Department 10 yard dump truck. ERO has received quotes from four manufactures on comparable trucks with a standard Northend Truck Equipment Inc. box. ERO would like to purchase the 2016 Freightliner 10 yd. Dump Truck from Valley Freightliner Inc. in Olympia. The total price which includes tax is \$187,950.62 and matches the Washington State vehicle contracted bid price. Bids are listed below for comparison.

FREIGHTLINER	\$187,950.62
VOLVO\$	\$202,871.57
MACK	\$214,965.01
PETERBILT	\$206,974.06

**Therefore, it is Recommended:** That we award the sale of a 2016 Freightliner to Valley Freightliner Inc.

\_\_\_\_\_  
Rick Sangder.  
AN  
Public Works Director

\_\_\_\_\_  
Kathy Hoder, Chair

\_\_\_\_\_  
Tawni Andrews, Vice-Chair

Reported \_\_\_\_\_, 2016

\_\_\_\_\_  
Alan Richrod, Member

Adopted \_\_\_\_\_, 2016

\_\_\_\_\_  
Dee Anne Shaw, Member

**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**Mayor:** Erik Larson

**The Members of Your  
Committee on:** Public Works and the Public Works Director

**To Whom was Referred:** Release of covenant to relocate sanitary & storm sewer lines

**Reports and Recommends as Follows:** In 1984 the Allen Logging Company agreed to relocate the city's utility mains that ran underneath its building in the vacated alley right-of-way. The city's water line was relocated to a new easement provided by the company. The sewer lines were to be relocated to a new easement on the company's property in the future if requested by the city. The company is now attempting to sell its building and has requested that the city release it from the covenant to relocate the sewer lines. Instead, the company would accept the lines on its property as private connections, relieving the city of responsibility for repairs or maintenance of the lines running under the company's building. The property is zoned commercial and the release would assist in redevelopment of the property. There is one active utility account and two vacant single family residences that are inactive at the other end of the block which are connected to the sanitary sewer main in the vacated alley. It would be more cost effective to connect these three accounts if and when service is resumed at some future time, to existing mains in the adjacent street right-of-way than to relocate the mains to a new easement on the company's property.

**Therefore, it is Recommended:** That the Allen Logging Company be released from the relocation requirement of the 1984 covenant on the condition that the existing mainline that runs beneath their building and within the vacated alley becomes a private system that the property owner has a duty to maintain and the existing utility account shall also be allowed to be connected through this private system until the City of Aberdeen relocates it in the future.

\_\_\_\_\_  
Rick Sangder  
Public Works Director

\_\_\_\_\_  
Kathi Hoder, Chair

\_\_\_\_\_  
Tawni Andrews, Vice-Chair

Reported \_\_\_\_\_, 2016

\_\_\_\_\_  
Alan Richrod, Member

Adopted \_\_\_\_\_, 2016

\_\_\_\_\_  
Dee Anne Shaw, Member

LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN

**Mayor:** Hon. Erik Larson

**The Members of  
Your Committee On:** Personnel and the Human Resources Director

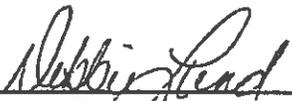
**To Whom Was Referred:** Proposed change to Personnel Policy 11.60: ADA  
Grievance Procedure

*Reports and Recommends as Follows:* On February 18, 2016, members of the Personnel Committee met and discussed the proposed changes to Personnel Policy 11.60 regarding the City's ADA Grievance Procedure.

We have a posted ADA grievance procedure that does not match the personnel policies. These changes are to make them compatible and follow the model procedure provided in the ADA Best Practices Tool Kit for State and Local Governments.

The unions were notified of this proposal on Friday, February 5, 2016.

It is recommended that the City Council adopt the proposed changes to Personnel Policy 11.60 ADA Grievance Procedure effective immediately.

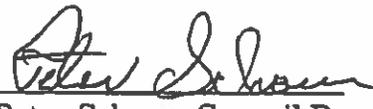
  
\_\_\_\_\_  
Debbie Lund  
Human Resources Director

Reported: February 24, 2016

Adopted: \_\_\_\_\_, 2016

PERSONNEL COMMITTEE

  
\_\_\_\_\_  
Erik Larson, Chair

  
\_\_\_\_\_  
Peter Schave, Council President

  
\_\_\_\_\_  
Jeff Cook, Member

## **11.60 ADA Grievance Procedure.**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Aberdeen. ~~The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities and requires that a qualified individual with a disability should not be subjected to discrimination in employment or access to public facilities, services, programs, and activities. The City has done a walk-through of its facilities and evaluated its services, programs and activities and will continue to review input from its citizens on an as needed basis and make necessary changes as are reasonable, affordable, and do not cause an undue hardship. The following is the procedure for internal and external complaints or grievances and requests for reasonable accommodation:~~

### **A. ADA Contact Person.**

The Human Resources Director shall be designated the ADA Coordinator. Complaints and requests for reasonable accommodation should be directed to: The City of Aberdeen, Human Resources Director, 200 E. Market St., Aberdeen WA 98520. (360) 537-3212.

Individual department heads may designate an employee who is in charge of a specific City program or activity to receive and respond to requests for ADA reasonable accommodations and grievances. The department designee shall inform the Human Resources Director of requests and complaints received and responded to and forward records of same to the Human Resources Office for centralized recordkeeping purposes as provided in Section ~~S~~ "E" of this policy.

### **B. Complaint/Request.**

The Human Resources Director or department designee ~~shall~~ may assist the petitioner in completing the complaint/request. The complaint should be submitted as soon as possible, but no later than 60 calendar days after the alleged violation to the person and address identified in Section "A" of this policy. The request or complaint should be in writing and include the name, address, telephone number, date and signature of the person filing it, and briefly describe the alleged violation of the regulations or the nature of the request for reasonable accommodation. The Human Resources Director ~~will~~ may forward the complaint/request to the responsible program manager or department head.

### **C. Investigation/Appraisal.**

Within fifteen (15) calendar days after receipt of the complaint, the Human Resources Director or designee will meet with the complainant or requestor to discuss the complaint or request and the possible resolutions. An investigation or appraisal, as may be appropriate, shall follow a filing of a complaint or a request for reasonable accommodation. The investigation/appraisal shall be coordinated by the Human Resources Director with the involvement of the appropriate department head, program director, or manager and/or other City officials as may be necessary. These rules

contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

#### **D. Determination.**

A written determination as to the validity of the complaint or the City's response to a request for reasonable accommodation and a description ~~of the~~ for substantive resolution, if any, shall be issued by the ADA Coordinator or department designee and a copy forwarded to the complainant no later than ~~ten (10)~~ fifteen (15) days after ~~its filing~~ the meeting with the complainant or requestor. Where appropriate, the response will be in a format accessible to the complainant or requestor, such as large print, Braille, or audio tape.

#### **E. Recordkeeping.**

The Human Resources Director shall maintain the files and records of the City relating to complaints and requests for reasonable accommodation for at least three (3) years.

#### **F. Appeals.**

If the response by the Human Resources Director or designee does not satisfactorily resolve the issue, the complainant/grievant and/or her designee may appeal the decision within 15 calendar days after receipt of the response to the Mayor of the City of Aberdeen. ~~The complainant/petitioner may request a reconsideration of the case in instances where he or she is dissatisfied with the City's determination. The request for reconsideration should be made to the ADA Coordinator within ten (10) days of the complainant's receipt of the City's response.~~

Within 15 calendar days after receipt of the appeal the Mayor will meet with the complainant/grievant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Mayor will respond in writing, and, where appropriate, in a format accessible to the complainant/grievant, with a final resolution of the complaint.

##### **1. Mayor/ Disabled Resident Access Committee.**

~~The ADA Coordinator shall forward the appeal to the Mayor for reconsideration. The Mayor may appoint a Disabled Resident Access Committee to review the complaint and make recommendations. The Committee shall be composed of representatives from the following community groups: City Council, The Disabled, and an At Large Representative (from, for example, local business, education or religious groups, and the health/medical professions). The Committee shall establish ground rules or procedures for obtaining suggestions from disabled persons regarding reasonable accommodation relating to employment or access to and participation in public facilities, services, activities, and functions in the community.~~

~~The Mayor/Committee's decision should be made within thirty (30) days of receipt of the appeal.~~

~~2. City Council.~~

~~If the request or complaint cannot be resolved to the complainant's satisfaction by the Mayor or his Committee, the complaint/request may be heard by the City Council. The complainant/petitioner should inform the Human Resources Director within ten (10) days of his or her receipt of the Mayor/Committee's response. The case will be forwarded to the City Council and discussed at an open, public meeting of the Council. The Council's determination must be made within thirty (30) days. The decision of the governing body is final.~~

**G. Outside Remedies.**

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**Mayor:** Hon. Erik Larson

**The Members of  
Your Committee On:** Personnel and the Human Resources Director

**To Whom Was Referred:** Proposed change to Personnel Policy 13.30 Receipt of  
Gifts

*Reports and Recommends as Follows:* On February 18, 2016, members of the Personnel Committee met and discussed the proposed changes to Personnel Policy 13.30 Receipt of Gifts.

The additional sentence recommended to this policy simply refers the reader to the detail regarding gifts as outlined in the Aberdeen Municipal Code section 2.24.050.

The unions were notified of this proposal on Monday, February 8, 2016.

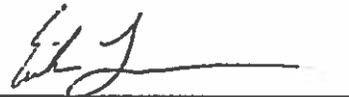
It is recommended that the City Council adopt the proposed changes to Personnel Policy 13.30 Receipt of Gifts effective immediately.

  
Debbie Lufd  
Human Resources Director

Reported: February 24, 2016

Adopted: \_\_\_\_\_, 2016

**PERSONNEL COMMITTEE**

  
Erik Larson, Chair

  
Peter Schave, Council President

  
Jeff Cook, Member

### **13.30 Receipt of Gifts.**

No employee shall solicit or accept compensation from any source other than the City for work done in the course of his or her employment with the City. No employee shall solicit or accept any personal gifts, tips, or special monetary favors which appear to be offered to that person because he or she is a City employee. Questions relating to this subject should be directed to the appropriate department head. [Additional regulations related to receipt of gifts can be found in AMC 2.24.050 \[Limitations on gifts\].](#)

LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of  
Your Committee On: Personnel and the Human Resources Director

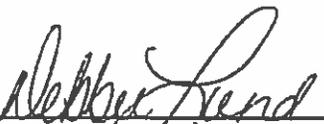
To Whom Was Referred: Revisions to the Parks and Recreation Director job  
classification

*Reports and Recommends as Follows:* On February 18, 2016, members of the Personnel Committee met and discussed the proposed revisions to the Parks and Recreation Director job classification.

The proposed changes to the position include an update of the description, provide more details related to the duties of the director, and reflect a transfer of some of the duties of assistant director to the director in anticipation of a reorganization of the administrative functions of the department.

The proposal also reflects a pay decrease of 5% for internal equity reasons.

It is recommended that the City Council adopt the revisions to the Parks and Recreation Director job classification effective immediately.

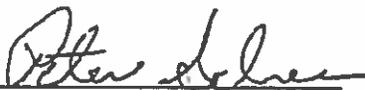
  
\_\_\_\_\_  
Debbie Lund  
Human Resources Director

Reported: February 18, 2016

Adopted: \_\_\_\_\_, 2016

PERSONNEL COMMITTEE

  
\_\_\_\_\_  
Erik Larson, Chair

  
\_\_\_\_\_  
Peter Schave, Council President

  
\_\_\_\_\_  
Jeff Cook, Member

**CITY OF ABERDEEN  
POSITION CLASSIFICATION**

**DIRECTOR OF PARKS & RECREATION**

**Salary Range:** 2827  
**Union Status:** Non-Union  
**FLSA Status:** Exempt  
**Date Adopted:** 01/01, 02/16

Page 1 of 34

---

**DEFINITION:** The Director of Parks & Recreation plans, organizes and directs the operation and maintenance of the City's parks and activities for the City's recreational programs, functions as a working manager, and is responsible for facilitating team efforts on parks and recreation improvement designs, fund-raising, and construction. The Director attends City Council meetings, serves as a resource to the Mayor, City Council, and Park Board, and is responsible for the Department's visions, plans, public-private partnerships, communications, web pages and information technologies.

**REPORTS TO:** Mayor and Aberdeen Park Board.

**SUPERVISES:** ~~Assistant Director of Parks & Recreation, Recreation Manager, Parks Maintenance Supervisor, Parks Maintenance Workers I, II and III, part-time and full-time~~ All department staff directly or through subordinate supervisors as designated on the department's organization chart or directed by the Mayor including temporary employees and volunteers.

**DISTINGUISHING CHARACTERISTICS:**

This is a department head position in which the incumbent must have the ability to manage the operations of all aspects of the Parks and Recreation Department. Punctual, regular and reliable attendance is essential for successful job performance.

**ESSENTIAL JOB FUNCTIONS:**

Directs a comprehensive municipal recreation and park program for the community. Reviews and evaluates current programs, events and activities to assure that the public's needs are being met.

Serves, together with other department directors, as a resource to the Mayor and Council in evolving City-wide and regional matters, and, together with other department directors, coordinates and guides interdepartmental functions, projects, and day-to-day activities.

Arranges for parks development, maintenance and operation of the areas and facilities under control of the department. Determines seasonal calendar and recommends improvements or extension of the recreation system.

ESSENTIAL JOB FUNCTIONS: (continued)

Provides managerial leadership and Directs the selection, supervision and evaluation of assigned staff. Establishes work rules, safety requirements and performance standards. Conducts or oversees performance evaluations and initiates and implements disciplinary actions as warranted. Resolves grievances and other sensitive personnel matters.

Supervises the direction of the daily operations of the Rotary Log Pavilion. Ensures proper staffing, resources and maintenance to meet the needs of customers. Establishes reservation and fee collection policies and procedures. Ensures hiring and training of staff, budget preparation and tracking, annual income and expense reports.

Prepares annual budget based on staffing and resource requirements, cost estimates, revenue projections and departmental goals; monitors and documents expenditures. Supervises the purchase and acquisition of supplies and equipment.

Coordinates and performs short and long-range planning; makes recommendations to the Park Board and the Mayor; develops and maintains the approved Six Year Parks and Recreation Comprehensive Plan and Capital Improvement Programs.

Develops, organizes and submits grant applications to state and federal funding agencies and private foundations; administers the application of these funds.

Analyzes and recommends improvements to existing facilities, equipment, recreational programs and operating systems of the department. Establishes and implements policies, procedures and standards for the efficient, effective, and safe operation and maintenance of assigned functions.

Responsible for the administration and enforcement of all applicable laws, rules, regulations and policies for the department.

Coordinates department activities with other City departments and outside agencies, promotes co-sponsored events. Represents the City and acts on the City's behalf with local, state and federal agencies, and public organizations, citizens, media, boards, or commissions as assigned. Prepares and makes presentations to City Council and the Park Board and citizens regarding projects and project updates as needed.

Promotes the department with positive public relations; provides advice to outside recreational user groups, ~~guides development of the department networks and computerized systems, and provides overall supervision and leadership to full and part-time persons.~~

Directs the resolution of problems or emergencies affecting the availability or quality of services. Responds to the most sensitive or complex public inquiries or service complaints.

Acts as a member of the Mayor's management team consisting of all department heads.

**ESSENTIAL JOB FUNCTIONS: (continued)**

Manages the daily activities of the Community Center Building and performs related administrative tasks ~~including budget preparation and supervision of employees.~~

**OTHER JOB FUNCTIONS:**

Attends ~~management meetings~~ professional conferences and seminars to maintain an awareness of new developments in park and recreation services.

Participates in professional association functions.

Performs other related duties as required.

**WORK ENVIRONMENT AND EQUIPMENT USED:**

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various parks and land use developments and recreation sites and the employee may be occasionally exposed to wet and/or humid conditions, or airborne particles.

Equipment used includes but is not limited to computers with multiple software applications; motor vehicles; calculators; phones; as well as copy and fax machines.

**DESIRABLE QUALIFICATIONS:**

**Knowledge of:** municipal recreation and park administration and operations; modern supervisory principles and practices; management principles and practices including program planning, direction, coordination, evaluation and basic information technologies.

**Ability to:** develop departmental goals and objectives and perform long and short-range planning; establish and maintain effective working relationships with the Mayor, City Council, Park Board, staff, peers, other officials and the general public; select, supervise and evaluate the work of department personnel; apply judgment and discretion in resolving problems and interpreting policies; guide development of information technologies; and communicate effectively both orally and in writing.

**EDUCATION AND EXPERIENCE:**

Experience, education, or training which provides the level of knowledge, skill and ability equivalent to:

Bachelor's degree with major coursework in recreation administration, park management or related field, and five years experience in parks and recreation management, administration, and day-to-day services.

**LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:**

- WA State Drivers License with good driving record.
- Valid First Aid Card.
- Bilingual is desirable.
- Must be able to work varying schedules to include evening and weekend work.

**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**To:** Members of the City Council

**From:** Mayor Erik Larson

**Re:** Policy Exception Request for starting pay of Stacie Barnum as Parks and Recreation Director

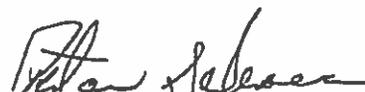
On February 18, 2016, members of the Personnel Committee met and discussed my request as provided in personnel policy 1.45 for an exception to the City's promotion policy 7.30. My request is to appoint Ms. Barnum to the position of Parks and Recreation Director, pay range 27, Step 3, or \$7,066 per month, which is 10% over her current Assistant Parks and Recreation Director salary (but only 5% above what she is making as a result of her temporary pay increase as Acting Parks and Recreation Director). This will change Ms. Barnum's anniversary date (step increase date) to February 1 in accordance with City policy.

The Personnel Committee has reviewed this request and is recommending that the City Council approve the request for an exception to personnel policies as they relate to the starting pay for the promotion of Stacie Barnum to the position of Parks and Recreation Director retroactive to February 1, 2016, as outlined above.

**PERSONNEL COMMITTEE**

  
\_\_\_\_\_  
Erik Larson, Chair

Reported: February 24, 2016

  
\_\_\_\_\_  
Peter Schave, Council President

Adopted: \_\_\_\_\_, 2016

  
\_\_\_\_\_  
Jeff Cook, Member

16 - 02

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE RELATING TO THE ESTABLISHMENT OF A HEARING EXAMINER SYSTEM FOR LAND USE DECISIONS, ADDING A NEW CHAPTER 2.30 TO THE ABERDEEN MUNICIPAL CODE AND AMENDING SECTIONS [INSERT].**

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

**SECTION 1. NEW CODE CHAPTER ADOPTED.** The following Chapter 2.30 "Land Use Hearing Examiner" is hereby added to the Aberdeen Municipal Code:

**Chapter 2.30  
LAND USE HEARING EXAMINER**

**Sections**

- 2.30.010 Purpose.
- 2.30.020 Hearing examiner - Creation.
- 2.30.030 Appointment – Confirmation – Removal – Contract.
- 2.30.040 Qualifications.
- 2.30.050 Term.
- 2.30.060 Conflict of interest – Ex parte contact.
- 2.30.070 Hearing examiner – authority and duties.
- 2.30.080 Applications.
- 2.30.090 Report by city staff.
- 2.30.100 Public hearing.
- 2.30.110 Hearing examiner's decision and recommendation.
- 2.30.120 Reconsideration.
- 2.30.130 Appeal of hearing examiner's decision.
- 2.30.140 Hearing examiner's annual report.

**2.30.010 Purpose.**

The purpose of this chapter is to provide an administrative land use regulatory system which will separate the city's land use regulatory function from its land use planning function; ensure and expand the principles of fairness and due process in public hearings; and provide an efficient and effective land use regulatory system which integrates the public hearing and decision-making processes for land use matters.

**2.30.020 Hearing examiner – Creation.**

The office of the hearing examiner is created by the city council. The hearing examiner shall interpret, review and implement land use regulations, hear appeals from orders, recommendations, permits, decisions or determinations made by a city official as set forth in this chapter, and review and hear other matters as provided for in this code and other ordinances. The term “hearing examiner” shall likewise include the hearing examiner pro tem.

**2.30.030 Appointment – Confirmation – Removal – Contract.**

The hearing examiner shall be appointed by the mayor, subject to confirmation by the city council. An examiner may be removed from office at will and without cause by the mayor; however, such removal shall not affect the ability of the examiner to complete any cases for which he or she has already undertaken the hearing. The examiner may be retained under a professional services contract for a specified term on conditions determined by the mayor. The contract may also provide for examiners pro tem to serve in the absence of the examiner under such terms and conditions deemed appropriate by the mayor.

**2.30.040 Qualifications.**

Hearing examiners and hearing examiners pro tem shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred upon them. Hearing examiners shall hold no other elective or appointive office or position with the city.

**2.30.050 Term.**

The term of appointment for the hearing examiner shall be for a period not to exceed four years, subject to termination as provided in AMC 2.30.040, and shall be coterminous with the term of the mayor. Hearing examiners pro tem may be appointed for such terms and functions as the mayor deems appropriate.

**2.30.060 Conflict of interest – Ex parte contact.**

A. No hearing examiner shall conduct or participate in any hearing, decision or recommendation in which the hearing examiner has a direct or indirect substantial financial or familial interest, or concerning which the hearing examiner has had substantial prehearing contacts with proponents or opponents. A hearing examiner shall abide by the applicable provisions of state law, including, without limitation, the appearance of fairness doctrine and the Aberdeen Municipal Code.

B. No person, including city officials, elective or appointive, shall attempt to influence a hearing examiner in any matter pending before him/her, except at a public hearing duly called for such purposes, or to interfere with a hearing examiner in the performance of his/her duties in any other way; provided, that this section shall not prohibit the city attorney

from rendering legal services to the hearing examiner upon request, or prohibit other persons or officials from responding in writing to requests for information from the hearing examiner; and further provided, that city officials or employees may, in the performance of their official duties, provide information for the hearing examiner or process a city case before the hearing examiner, when such actions take place or are disclosed in the hearing examiner's hearing or meeting.

**2.30.070 Hearing Examiner – Authority and duties.**

A. The hearing examiner shall hear and decide the following land use quasi-judicial applications:

1. Rezones which are not of general applicability (site-specific rezones).
2. Variances and conditional use permits.
3. Preliminary subdivisions and planned developments.
3. Shoreline substantial development permits subject to quasi-judicial review, shoreline variances, and shoreline conditional use permits.

B. The hearing examiner shall hear and decide appeals alleging an error in administrative decisions or determinations made under the zoning code or any other development regulations under AMC Title 14 (Environmental Regulations), Title 16 (Subdivisions), and Title 17 (Zoning).

C. The hearing examiner shall conduct public hearings and proceedings required by AMC Titles 14, 16, and 17, the city of Aberdeen Shoreline Master Program, and the State Environmental Policy Act (Chapter 43.21C RCW) and conduct such other hearings or meetings as the city council may from time to time deem appropriate; provided that the substantive SEPA decision and decisions on the associated actions shall be made by the officials designated in the Aberdeen Municipal Code.

**2.30.080 Applications.**

Applications for all matters to be heard by the hearing examiner shall be presented to the city staff, to be processed according to the applicable provisions of the AMC and the city of Aberdeen shoreline master program. The city staff shall be responsible for assigning a date for the public hearing for each application as required. The hearing examiner may consider two or more applications relating to a single project concurrently, and the findings of fact, conclusions and decision on each application may be covered in one written decision.

**2.30.090 Report by city staff.**

City staff shall coordinate and assemble the comments and recommendations of other applicable city officials and governmental agencies having an interest in the application, and shall prepare a report summarizing the factors involved, including recommendations and suggested findings and conclusions. At least seven calendar days prior to the scheduled hearing, the report shall be filed with the hearing examiner and copies thereof shall be mailed to the applicant and shall be made available to any interested party at the cost of reproduction.

**2.30.100 Public hearing.**

A. Before rendering a decision on any application, the hearing examiner shall hold at least one public hearing thereon, as applicable. Notice of the time and place of the public hearing shall be given as provided in the applicable city code governing the application.

B. The hearing examiner shall have the authority granted to administrative bodies and presiding officers under Chapter 2.18 AMC for the conduct of quasi-judicial hearings and may prescribe additional rules and regulations not inconsistent with Chapter 2.18 AMC.

**2.30.110 Hearing examiner's decision and recommendation.**

A. The hearing examiner's decision or recommendation shall contain the required elements of quasi-judicial final decisions in AMC 2.18.150.

B. At the conclusion of oral testimony at a public hearing, the hearing examiner may establish the date and time at which the public record will close. The public record may be extended beyond the public hearing for the purpose of allowing written testimony to be submitted. The extension shall not exceed 10 working days after the conclusion of oral testimony. All decisions of the hearing examiner shall be rendered within 10 working days after the date the public record closes.

C. The hearing examiner's decision shall be based upon the policies of the comprehensive planning documents of the city, shoreline master program, the standards set forth in the various development regulations of the city or any other applicable program adopted by the city council. When acting upon any of the above applications or appeals, the hearing examiner may grant or deny the application, or may attach reasonable conditions, modifications and restrictions found necessary to make the project compatible with its location and to carry out the goals and policies of the applicable comprehensive plan, shoreline master program, or other applicable plans or programs adopted by the city council.

D. The decision of the hearing examiner on all matters is final and conclusive, unless appealed to Grays Harbor County superior court as provided for in this code or the city of Aberdeen shoreline master program.

E. Upon issuance of the hearing examiner's decision, the city staff shall transmit a copy of the decision by first class mail to the last address provided to the city by the applicant and send a notice of the decision by first class mail to other interested parties requesting the same.

**2.30.120 Reconsideration.**

The procedures and requirements for a reconsideration of a decision of the hearing examiner shall be as established in AMC 2.18.160.

**2.30.130 Appeal of hearing examiner's decision.**

A. Appeals of actions of the Hearing Examiner are appealable to Grays Harbor County Superior Court pursuant to Chapter 36.70C RCW, except for shoreline permit actions, which are appealable to the State Shoreline Hearings Board pursuant to Chapter 90.58 RCW.

B. Notice of the appeal and any other pleadings required to be filed with the Court or the Shoreline Hearings Board shall be filed and served as required by the applicable statute.

C. The cost of transcribing and preparing all records ordered certified by the Court or the Shoreline Hearings Board or desired by the appellant for such appeal shall be borne by the appellant. The appellant will be provided copies of hearing tapes by the City and will be responsible for their transcription.

**2.30.140 Hearing examiner's report.**

A. The hearing examiner shall prepare an annual written report for the city council summarizing activities, actions and observations.

B. The hearing examiner shall meet with the city council as requested, for the purpose of reviewing reported observations, including a review of the policies contained in the comprehensive plans, shoreline master program, development regulations and the administration of these policies.

**SECTION 2. CODE SECTION AMENDED.** Ordinance [insert] , codified as AMC§§, is hereby amended to read as follows:

[reserved for code amendments necessary to implement Section 1]

**SECTION 3. SAVINGS CLAUSE.** Ordinance [insert], which is repealed by this ordinance, shall remain in force and effect until 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 upon its passage, signing, and publication.

**PASSED and APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Erik Larson, Mayor

**ATTESTED:**

\_\_\_\_\_  
Kathryn Skolrood, Finance Director

City of  
Aberdeen



**Erik Larson, Mayor**  
200 E. Market St. • Aberdeen, WA 98520  
Tel (360) 537-3227 • Fax (360) 537-3350 • Cell (360) 581-4415  
mayor@aberdeennwa.gov

February 18, 2016

Members of the City Council  
City of Aberdeen

**RE: Appointment of Stacie Barnum to Parks and Recreation Director**

It is a pleasure to ask for your confirmation of the appointment of Stacie Barnum to the position of Parks and Recreation Director for the City of Aberdeen. Ms. Barnum has been employed in the Parks and Recreation Department since May 15, 1994. She has been the Assistant Director of Parks and Recreation since May 1, 2003.

I have had the opportunity to review Ms. Barnum's work and am confident that she has the necessary education, skills and abilities to successfully perform the duties of the Parks and Recreation Director. This appointment request was discussed with the Personnel Committee on February 18, 2016.

Therefore, I am seeking your confirmation of this appointment, retroactive to February 1, 2016.

Sincerely,

Erik Larson  
Mayor

City of  
Aberdeen



**Parks and Recreation Department**  
200 East Market Street • Aberdeen, WA 98520-5242  
Phone (360) 537-3248 • email • sbarnum@aberdeenwa.gov  
Fax (360) 537-3350 • TDD (360) 533-6668

February 16, 2016

TO: The Mayor and Aberdeen City Council

FROM: Stacie Barnum, Assistant Parks Director

The Mayor's Park Board appointments require approval by the Aberdeen City Council. Please include on the agenda for the February 24, 2016 City Council meeting.

Here are the Park Board re-appointments:

I have a few Park Board terms that expired on December 31, 2015. I am requesting the following re-appointments to fill 3 year terms, expiring on December 31, 2018:

**Fred Scott**  
**Mike Stoddard**  
**Steve Solan**

City Council Representative:

The Mayor's appointment:

**Kathi Hoder**

Sincerely,

Stacie Barnum  
Assistant Parks Director



Printed on Recycled Paper

<http://www.aberdeenwa.gov>

