



## ABERDEEN CITY COUNCIL

August 10, 2016

### COUNCIL MEETING AGENDA

7:15 PM – 3<sup>rd</sup> Floor, City Hall

### COMMITTEE OF THE WHOLE

- A. Guest Speakers
  - 1. Guest speaker on A&M land for sale
- 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. ADDITIONS / DELETIONS
- V. PUBLIC COMMENT Re: Agenda Items (Please limit your comments to 3 minutes)
- VI. 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 approve the surplus and auction of the 1996 Chevy S-10 Parks vehicle.
  - D. Ordinances
    - 1. Second reading and date of public hearing of Bill No. 16-08 relating to costs of providing public records and amending §2.112.040 of the AMC.
- VII. PUBLIC WORKS
  - A. Committee Chair Report
  - B. Reports & Communication
    - 1. Report from Public Works and the Community Development Director recommending that the Mayor be authorized to sign a grant agreement with CERB for a Highest and Best Use Analysis for the SR520 Pontoon Site and to execute a professional services agreement with Nichols Marine Services, LLC to perform the analysis.

2. Report from Public Works and Community Development Department recommending that the City Council authorize the Mayor to sign the amended agreement with Department of Archeology and Historic Preservation for the FY 2016 grant.
3. Report from Public Works and the Public Works Director recommending that the Mayor be authorized to sign the access road easement with the Department of Energy Bonneville Power Administration.
4. Report from Public Works and Public Works Director recommending that the 2016 Transportation Benefit District project be awarded.

C. Ordinances

1. Third reading of Bill No. 16-05 annexing to the City of Aberdeen real property, owned by the City of Aberdeen, in the vicinity of Charley Creek, and contiguous to the City of Aberdeen, for municipal purposes.
2. Second reading and date of public hearing of Bill No. 16-09 adopting Shoreline Master Program Updates and amending the City of Aberdeen's 1974 Shorelines Management Master Program and regulations in Chapter 16.40 of the AMC and directing that the amendments be submitted to the State Department of Ecology for review and approval.

**VIII. PUBLIC SAFETY**

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Safety and Fire Chief and Chief of Police recommending that the All Hazards Alert Broadcast (AHAB) Warning System be accepted and the Mayor and staff be authorized to sign the Agreement.

**IX. SPECIAL AGENDA ITEMS**

**X. CITY COUNCIL COMMENT PERIOD**

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

**XII. 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.

Mike  
Folkers

**CITY OF ABERDEEN  
LEGISLATIVE DEPARTMENT**

**Mr. Mayor:** Hon. Erik Larson

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

**In Reference To:** Vehicle Surplus for auction

***Reports and recommendations as follows:***

That the City Council approve the surplus of the Parks Department vehicle 1996 Chevy S-10 pickup Vin number 1GCCS19X8T8215161. The Parks Department would like to surplus the vehicle to send to auction. The vehicle was replaced with a truck from the Sewer Department that they are no longer using.

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

That the City Council approve the surplus and auction of the 1996 Chevy S-10 pickup truck.

  
Stacie Barnum, Parks Director

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

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

Reported: August 10, 2016

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

Adopted: August 10, 2016

\_\_\_\_\_  
Kathy Prieto

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

**AN ORDINANCE RELATING TO COSTS OF PROVIDING PUBLIC RECORDS AND AMENDING SECTION 2.112.040 OF THE ABERDEEN MUNICIPAL CODE.**

**WHEREAS**, Washington Administrative Code Section 44-14-07003 encourages agencies to provide copies of public records in electronic form and recognizes that a per page fee for scanning paper copies into electronic format is appropriate;

**WHEREAS**, the city council has determined that a 15 cent per page fee for scanning documents is consistent with the fee charged for paper copies and is less than the scanning fee charged by private copying services in Aberdeen; **NOW, THEREFORE**,

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

**SECTION 1. CODE SECTION AMENDED.** Ordinance [insert] , in part, codified as AMC 2.112.040, is hereby amended to read as follows:

**AMC 2.112.040 ~~Copying of public records~~ Costs of providing copies of public records**

A. Costs for paper copies. There is no fee for inspecting public records, and a requester may obtain standard black and white photocopies of up to twenty pages at no charge. Fifteen cents (\$.15) per page will be charged if the request exceeds twenty pages. For example, a request for twenty-one pages will cost \$3.15. If, at the City's discretion, materials need to be copied by an outside source either due to volume, current workload of City staff, or any other reason, the requester will be charged the actual amount invoiced to the City by the copying vendor. No fee shall be charged for the inspection of public records. There shall be a charge of fifteen cents (\$.15) per page for providing copies of public records and for the use of the city's copy equipment. The city council, by resolution, may set higher fees for copying when warranted by actual costs to the city. The resolution shall include a statement of the actual per page costs or other costs, if any, in accordance with RCW ~~42.17.260(7)~~ and ~~(8)~~ 42.56.120. All such fees in existence prior to the adoption of the ordinance codified in this section shall remain in full force and effect.

B. Costs for supplies. Envelopes and/or packaging are charged at the actual costs of those supplies.

C. Costs for postage. Postage is charged at the actual postage costs of such postage.

D. Costs for electronic copies. The cost of electronic copies shall be the actual cost of materials (such as a CD) and the cost to scan the records if scanning is necessary. There

will be no charge for e-mailing electronic records to a requester, except where another cost applies. Fifteen cents (\$.15) per page will be charged for hard copy records that are scanned into electronic format if the request exceeds twenty pages to cover the cost of producing them in electronic format.

E. Deposits and installments. In the event a request is estimated to exceed \$25, the City may require the requester to deposit an amount not to exceed 10% of the estimated cost prior to the duplication of record(s). ~~The department responding to the request may require a deposit in an amount not to exceed ten percent of the estimated cost of providing copies for a request.~~ If a department makes a request available on a partial or installment basis, the department may charge for each part of the request as it is provided. If an installment of a records request is not claimed or reviewed, the department is not obligated to fulfill the balance of the request.

G. Payment. Payment may be made by cash, check, or money order payable to the City of Aberdeen.

**SECTION 2. 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 3. PUBLICATION BY SUMMARY.** The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage, signing, and publication.

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

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

ATTEST:

\_\_\_\_\_  
Mike Folkers, Finance Director

MAYOR: Hon. Erik Larson

THE MEMBERS OF  
YOUR COMMITTEE ON: Public Works

TO WHOM WAS REFERRED: Community Development Director

RE: CERB AUTHORIZATION TO ACCEPT GRANT FROM THE WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY ECONOMIC REVITALIZATION BOARD AND TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS MARINE SERVICES, LLC TO PREFORM THE HIGHEST AND BEST USE ANALYSIS FOR THE SR520 PONTOON SITE

REPORT AND RECOMMEND AS FOLLOWS:

The City of Aberdeen in coordination with the Washington State Department of Transportation (WSDOT) applied for and received a \$50,000 planning grant through the Community Economic Revitalization Board.

The purpose of the grant is to hire a consultant to prepare a Highest and Best Use Analysis for the SR520 Pontoon Site.

The City of Aberdeen, through a professional bidding process, has selected Nichols Marine Services, LLC to provide this report.

WSDOT has agreed to provide the 25% match (\$18,000) that is required for the grant.

Therefore, it is recommended that the City Council authorize the Mayor to sign all documents pertaining to this grant and to also authorize the Mayor to execute a professional services contact with Nichols Marine Services, LLC.

*Lisa Scott*

Lisa Scott, Director  
Community Development

Public Works Committee Chair

Committee member

Reported: August 9, 2016

Committee member

Adopted: August 9, 2016

Committee member



INVESTING IN WASHINGTON'S ECONOMIC FUTURE

## Community Economic Revitalization Board

1011 Plum St SE • PO Box 42625 • Olympia, Washington 98504-2525 • (360) 725-3151

August 2, 2016

Erik Larson  
Mayor  
City of Aberdeen  
200 East Market Street  
Aberdeen, WA 98520

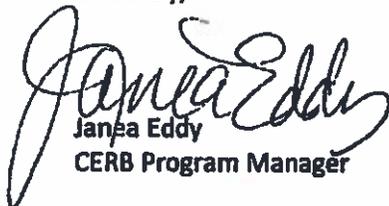
Dear Mayor Larson:

**Congratulations! The Community Economic Revitalization Board (CERB) has awarded funding to your planning project. Enclosed is a list of pre-contract conditions which must be satisfied no later than November 17, 2016, in order to execute a final contract with CERB.**

Once the conditions have been met, a final contract will be developed by CERB prior to disbursement of funds. Please note that no project costs incurred prior to the Initial Offer of Financial Aid date will be reimbursed by CERB. After contract execution, a signed copy will be forwarded for the City of Aberdeen's records. The execution date of the final contract will be based on the date of the CERB Chair's final signature. A sample of the contract document is enclosed for your records.

I will be your primary contact during this contracting process. If you have any questions, please don't hesitate to contact me at 360.725.3151 or [Janea.Eddy@commerce.wa.gov](mailto:Janea.Eddy@commerce.wa.gov).

Sincerely,

  
Janea Eddy  
CERB Program Manager

Enclosures:

- Initial Offer of Financial Aid (IOFA)
- Planning study minimum requirements
- Sample Contract



**Washington State  
Department of Transportation**

SR 520 Bridge Replacement and HOV Program  
999 3rd Avenue, Ste. 2200, MS: NB82-89  
Seattle, WA 98104  
206-770-3500 / Fax: 206-770-3569  
TTY: 1-800-833-8388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 24, 2016

LTR # 2697

The Honorable Erik Larson  
Mayor of Aberdeen  
200 E. Market Street  
Aberdeen, WA 98520

**Subject: Letter of Understanding for WSDOT CERB Matching Grant Funding**

Dear Mayor Larson:

This Letter of Understanding is drafted between the Washington State Department of Transportation, SR 520 Program (WSDOT) and the City of Aberdeen (CITY) to document WSDOT's intent to provide matching funds to the CITY for the Community Economic Revitalization Board (CERB) grant for an economic feasibility study.

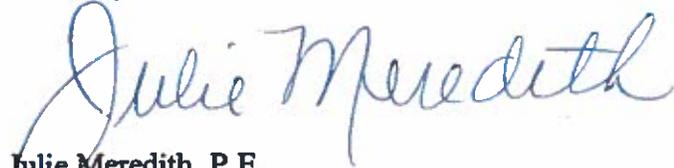
The CERB is a state board focused on economic development through job creation in partnership with local governments. The CERB provides limited funding through grants for studies that evaluate high-priority economic development projects that can include land use, feasibility, marketing, design, site planning, and project debt and revenue impacts. The CITY is seeking the grant from CERB to fund an economic feasibility study that will determine the highest and best use value for the Pontoon Construction Project property (PROPERTY) located at the former Aberdeen Log Yard in Aberdeen, Washington. The WSDOT acknowledges that it is in the best interest of the CITY to obtain this information to assist the WSDOT with the disposition of the sale and determining the fair market value of the PROPERTY. It is also in WSDOT's best interest to have the results of a study that will identify potential use that will yield the best value for the State as WSDOT plans its disposition of the PROPERTY. WSDOT will provide the CITY with a 25% matching grant of up to \$18,000 as required by the grant application upon a 30-day notice of award of the grant.

The CERB grant application due date is May 31, 2016 for a determination in July 2016.

On behalf of the SR 520 Program, I look forward to working together with the City of Aberdeen to further explore this important project. If you have any questions or concerns regarding the information above, please contact me at 206-770-3568, [meredjl@wsdot.wa.gov](mailto:meredjl@wsdot.wa.gov).

Mayor Erik Larson  
May 24, 2016  
Page 2

Sincerely,



Julie Meredith, P.E.  
SR 520 Program Administrator

Concurrence:



Erik Larson, Mayor  
City of Aberdeen

5/26/16  
Date

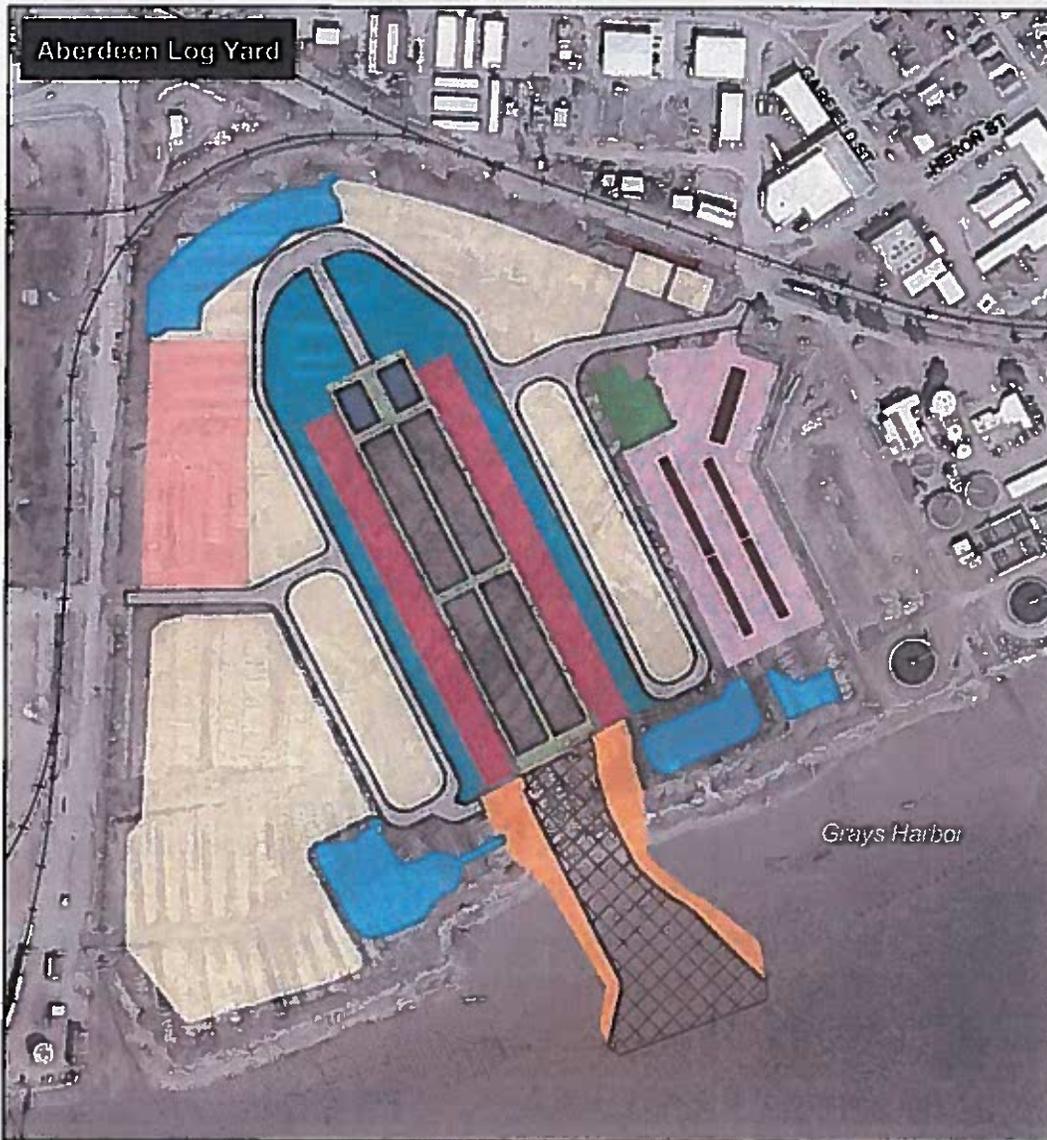
JM:vi  
Enclosure: Aberdeen Log Yard site graphic

cc: Document Control



# SR 520 Bridge Replacement and HOV Program

Pontoon Construction Project



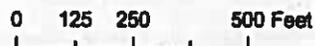
- Existing railroad
- Crane rail area
- Infiltration trench
- Access road
- Launch channel
- Rock side slope
- Concrete batch plant
- Supplemental stability pontoon
- Longitudinal pontoon
- Water treatment area
- Casting basin
- Casting basin side slope
- Dry storage and laydown area
- Office
- Parking

Source: WSDOT (2005, 2006) aerial photograph, USDA-FSA (2006) aerial photograph, Grays Harbor County (2006) GIS Data (Road), Horizontal datum for all layers is State Plane Washington South NAD 83; vertical datum for base layers is NAVD88; vertical datum for design layers is MLLW.



### Exhibit 2-3. Conceptual Layouts for Grays Harbor Build Alternative Sites

SR 520 Pontoon Construction Project



**RESOLUTION No. 2016 -**

**A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A COMMUNITY ECONOMIC REVITALIZATION BOARD GRANT IN THE AMOUNT OF \$50,000 FOR THE PREPARATION OF A HIGHEST AND BEST USE ANALYSIS FOR THE SR520 PONTOON SITE.**

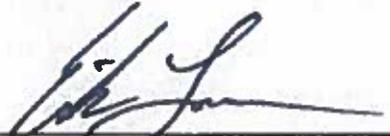
**WHEREAS,** Community Economic Development Board (CERB) grant funds are available to support feasibility and planning work in furtherance of economic development and the City of Aberdeen and the Washington State Department of Transportation's desire to conduct an objective highest and best use analysis for the SR520 Pontoon Site consistent with the purposes of CERB grant funding;

**WHEREAS,** the City of Aberdeen finds that CERB funding for analysis for the SR520 Pontoon site will promote economic development within the City of Aberdeen and the greater Grays Harbor area, without resulting in the transfer or relocation of jobs from one part of the state to another, and in full compliance with federal and state environmental impact regulations;

**WHEREAS,** the matching portion of the CERB grant is a minimum of 25% of the project amount and the Washington State Department of Transportation has agreed to pay the match; **NOW THEREFORE,**

**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN:** that the Mayor is hereby authorized to submit an application to CERB for funding in the approximate amount of \$50,000 for a Highest and Best Use Analysis for the SR520 Pontoon Site; to provide such additional information to CERB as may be necessary; and to enter into an agreement with CERB for acceptance of grant funds if awarded.

**PASSED and APPROVED** on May 25 2016.

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

**ATTESTED:**

  
\_\_\_\_\_  
Sandy Mullins, Acting Finance Director

# NICHOLS MARINE SERVICES, LLC

*Excellence in Commercial Vessel Services*

LANGLEY, WA 98260

206.730.2594

March 16, 2016

Lisa Scott  
Community Development Director  
City of Aberdeen  
200 East Market Street  
Aberdeen, WA 98520

RE: CITY OF ABERDEEN REQUEST FOR PROPOSAL HIGHEST AND BEST USE INDUSTRIAL STUDY

Ms. Scott,

Nichols Marine Services is pleased to provide you with the following proposal for the subject RFP. Nichols Marine Services is providing multiple proposals in order to give the City of Aberdeen choices on the level of detail they prefer in the specified industrial feasibility study.

## **Business information**

Company name: Nichols Marine Services, LLC  
Principal consultant: Justin Nichols  
Company address and primary place of business: 5654 Coles Road Langley, WA 98260  
Telephone number: (206) 730-2594  
Email address: Justin@NicholsMS.com  
Federal Employer Tax Identification Number: 47-2741564  
Washington State Uniform Business Identification Number (UBI): 603 462 316

## **References:**

Dean Chinnery (425) 299-7188  
Walter Shoultz (773) 381-9524  
Mitchell Adams (206) 310-4033  
Ron Nelson (360) 678-6889  
Others available upon request.

## **Proposal #1 description:**

This feasibility package is the more thorough of the two Nichols Marine Services proposals, and would include all components of a typical industrial feasibility study. It would consist of the following report components at a minimum:

1. Introduction and Project Description
2. Executive Summary
3. Description of Current State
4. Distribution of Potential Future State Options
5. Market Research
6. Required Financial Investment Projections
7. Findings and Recommendations

**Deliverables within the above report:**

1. Identification of the top two or three of the best fit potential industries for the site.
2. Likely expenditures required to be invested to make site ready for suggested industrial uses.
3. Projected cost to restore site to original condition, and potential uses.
4. The projected economic benefit analysis for each possible use, including jobs, wages and revenue.

**Items to be executed:**

- In order to complete the above components of the study and listed deliverables, thorough in-depth research would be completed in each area.
- This package is expected to be extensive in its investigation and consideration of all potential industries.
- All city and county records of the existing facility would be researched and understood completely.
- All potential uses of current zoning would be considered.
- Research of other potential zoning options would be explored and suggested where appropriate based on study.
- Direct research and communication with potential business investment markets will be performed, to confirm likely need and level of interest for intended use.
- Potential land use restrictions, concerns and/or issues will be identified.
- Complete comparative analysis would be performed for all potential industrial uses identified.
- Ranking system will be utilized for industries identified as highest and best industry fit.
- Study of benefits of different municipality ownership options, with intended long term lease agreements of tenants.
- Identify fair market value for facility in its current condition.

**Timeline:**

Approximately one month from Award of Contract from the City of Aberdeen will be required to investigate and generate the above defined industrial feasibility study.

**Price for above described industrial feasibility study package: \$68,000**

Please call Justin Nichols with any questions regarding this proposal at (206) 730-2594.

We are looking forward to working with the City of Aberdeen on this project.

Respectfully,  
Justin Nichols  
President  
Nichols Marine Services

HONORABLE MAYOR: Erik Larson

THE MEMBERS OF YOUR COMMITTEE ON: Public Works

TO WHOM WAS REFERRED: Community Development Department

RE: Amendment A of Grant FY 16-61016-001 with Department of Archeology and Historic Preservation

REPORT AND RECOMMEND AS FOLLOWS:

In September of 2015 the City of Aberdeen entered into a contract with the Washington State Department of Archeology and Historic Preservation for a \$10,000 grant to hire a consultant to prepare a historic inventory in downtown.

We are requesting an extension on our grant agreement so that we have additional time to complete the project.

I have attached copies of Amendment A for your perusal.

Therefore, it is recommended that the City Council authorize the Mayor to sign the amended agreement with Department of Archeology and Historic Preservation for the above reference contract.

\_\_\_\_\_  
Lisa Scott, Director  
Community Development

\_\_\_\_\_  
Committee Chair

\_\_\_\_\_  
Council member

Reported: August 10, 2016

\_\_\_\_\_  
Council member

Adopted: August 10, 2016

\_\_\_\_\_  
Council member



STATE OF WASHINGTON

**Department of Archaeology and Historic Preservation**

1063 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343 (360) 586-3065 • Fax Number (360) 586-3067

Contract No. FY16-61016-001

**Amendment A**

The Department of Archaeology and Historic Preservation, the DEPARTMENT, and the City of Aberdeen, the GRANTEE, hereby mutually agree to amend Grant FY16-61016-001 to extend the date of expiration from August 31, 2016 to August 31, 2017.

Expiration Date currently reads: August 31, 2016

Per this Amendment A Expiration Date shall read: August 31, 2017

The DEPARTMENT acknowledges and approves the requested changes by the GRANTEE for the above change to the expiration date of the grant. This amendment does not change the total value of the let grant amount awarded by the DEPARTMENT to the GRANTEE or any other conditions of the contract as set forth in the body of the grant and amended herein by Amendment A.

**Department:**

**Contractor:**

By: \_\_\_\_\_  
Allyson Brooks

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

Director \_\_\_\_\_  
Title

\_\_\_\_\_

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

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

**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: Department of Energy Bonneville Power Administration

REPORTS AS FOLLOWS: The Department of Energy Bonneville Power Administration (BPA) has identified a need to acquire an access road easement across property owned by the City of Aberdeen.

City staff has negotiated an access road easement with Bonneville Power Administration (BPA) in the amount of \$3,700.00, based on a fair market appraisal. The easement overlays an existing gravel road and will give (BPA) authority to use and maintain. The property is located in the NW1/4NW1/4 of Section 12, Township 17 North, Range 9 West, in Grays Harbor County, Washington, which is in the vicinity of Lake Aberdeen. A copy of the Easement is attached.

IT IS RECOMMENDED: That the Mayor be authorized to sign the access road easement.

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

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

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

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

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

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

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

**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

MR. MAYOR:

THE MEMBERS OF  
YOUR COMMITTEE ON: Public Works and the City Engineer

TO WHOM IT WAS REFERRED: Approval to Award Contract on the TBD 2016 Project

REPORTS AS FOLLOWS: The Engineering Department submitted an Invitation for Bids. Bids were received in the Public Works Director's Office on August 4, 2016 at 3:30 PM. The project provides for the resurfacing of Wishkah Street between Alder and Park Streets, Aberdeen Avenue from Maple Street to Myrtle Street, Bel Aire from 9<sup>th</sup> Street to Purdy, Lafayette from Young to Olympic. A project length of approximately 3885 feet. The work shall include, but is not specifically limited to, pavement grinding, pavement overlay, adjustment of utility lids, pavement marking, traffic control and other items of work. The work shall be substantially complete within 30 working days after the commencement date stated in the Notice to Proceed. The City of Aberdeen's Engineer's estimated the project at 331,411.00. Two (2) bids were received and are listed below:

Lakeside Industries	-	\$249,428.50
Granite Construction Co.	-	\$288,226.00

IT IS RECOMMENDED: That the contract be awarded to Lakeside Industries and that the Mayor be authorized to execute the contract in the amount of \$249,428.50.

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

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

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

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

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

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

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

16-05

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

**AN ORDINANCE ANNEXING TO THE CITY OF ABERDEEN REAL PROPERTY, OWNED BY THE CITY OF ABERDEEN, IN THE VICINITY OF CHARLEY CREEK, AND CONTIGUOUS TO THE CITY OF ABERDEEN, FOR MUNICIPAL PURPOSES.**

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

**SECTION 1. ANNEXATION FOR MUNICIPAL PURPOSES.** The following described real property, as shown on Exhibit A attached to this ordinance, owned in fee simple by the city of Aberdeen and contiguous to the city's existing boundaries, is hereby annexed to the city of Aberdeen for municipal and public purposes pursuant to RCW 35.13.180:

A portion of Section 21, Township 17 North, Range 9 West of the Willamette Meridian, located in Grays Harbor County, state of Washington, more particularly described as follows:

**PARCEL A**

The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 21; EXCEPT that portion described as follows: Beginning at a point on the West line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 250 feet South of the Northwest corner thereof; thence North 250 feet to said Northwest corner; thence East on the North line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 610.3 feet, more or less, to its intersection with the Westerly line of the right of way owned by the city of Aberdeen; thence Southeasterly on the Westerly line of said road right of way extended Southeasterly 279.35 feet; thence West parallel with the North line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  734.9 feet, more or less, to the point of beginning.

**PARCEL B**

Commencing at the Northwest corner of Section 21, T17N, R9W, WM, thence South on the West line of said section a distance of 116.51 feet; thence Southeasterly and in a straight line 1,354.37 feet more or less to the South line of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 21, at a point 610.30 feet East from the Southwest corner of the

Northwest ¼ of the Northwest ¼; thence East on said South line of the Northwest ¼ of Northwest ¼ a distance of 67.21 feet; thence Northwesterly in a straight line 1,370.36 feet more or less to a point 60 feet from the West line of Section 21; thence North and parallel with the said West line 102.22 feet to the North line of Section 21; thence West along the North line of said section 60 feet to the place of beginning; being a strip of land 60 feet in width.

**SECTION 2. INTERIM ZONING CONTROLS.** Under the authority of RCW 35.63.200, all property within the territory annexed by this Ordinance is hereby zoned Industrial and shall be subject to all development regulations of the city of Aberdeen in effect at the time of annexation. These zoning controls are adopted on an interim basis and shall be in full force and effect no longer than six (6) months after the effective date of this section or until final zoning controls are adopted by the City Council, whichever should occur first. The city council shall hold a public hearing on the interim zoning controls at its regular meeting on Wednesday, August 24, 2016, at 7:15 PM. The city council finds that an interim designation of the annexation area as Industrial will allow for municipal uses consistent with adjacent city property and provide adequate time for the Planning Commission and City Council to review and adopt permanent zoning controls for the newly annexed area.

**SECTION 3. DUTIES OF THE CITY CLERK.** This annexation is a change in the boundary of the city of Aberdeen arising from the annexation of contiguous city-owned property held for a public purpose and is exempt from the filing, notice, and review requirements of RCW 36.93.090. The Finance Director shall file a certified copy of this Ordinance with the Grays Harbor County Board of Commissioners and shall file a certificate of annexation with the State Office of Financial Management as directed by RCW 35.13.260.

**SECTION 4. ZONING MAP AMENDED.** The City's zoning map is hereby amended to conform to the annexation approved in this Ordinance.

**SECTION 5. 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 6. PUBLICATION BY SUMMARY.** The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 7. 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:**

\_\_\_\_\_  
Sandy Mullin, Acting Finance Director

**Bill No. 16-05**

**Exhibit A**

**Map of Annexation Area**

EXISTING CITY LIMITS

EXISTING CITY LIMITS

EXISTING CITY LIMITS

CHARLES B. ROAD

ANNEXATION  
AREA

170921230010  
78.15 ACRES

**LEGEND**

- ANNEXATION AREA
- EXISTING CITY LIMITS

2000 1900

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

**AN ORDINANCE ADOPTING SHORELINE MASTER PROGRAM UPDATES AND AMENDING THE CITY OF ABERDEEN'S 1974 SHORELINES MANAGEMENT MASTER PROGRAM AND REGULATIONS IN CHAPTER 16.40 OF THE ABERDEEN MUNICIPAL CODE AND DIRECTING THAT THE AMENDMENTS BE SUBMITTED TO THE STATE DEPARTMENT OF ECOLOGY FOR REVIEW AND APPROVAL**

**WHEREAS**, the city of Aberdeen adopted a Shoreline Management Master Program and Regulations in 1974 to comply with the state Shoreline Management Act of 1971;

**WHEREAS**, the cities of Aberdeen, Hoquiam, and Cosmopolis obtained a grant from the state Department of Ecology in 2013 and retained AHBL Inc. and Herrera Environmental Consultants to conduct a comprehensive and coordinated update to their Master Programs;

**WHEREAS**, the consultants have submitted a final draft "City of Aberdeen Shoreline Master Program Update" dated May 23, 2016, to the city council for consideration;

**WHEREAS**, a public hearing on the draft amendments was held on July 27, 2016, and the city council has determined that the proposed updates are appropriate and fulfill the city's obligation to protect state shorelines under the Shorelines Management Act; **NOW, THEREFORE,**

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

**SECTION 1.** The "City of Aberdeen Shoreline Master Program Update" dated May 23, 2016, prepared by AHBL Inc. and Herrera Environmental Consultants, and the "Shoreline Master Program Environmental Designations, Policies, and Regulations" proposed therein, is hereby approved and adopted as the "2016 Shoreline Master Program Update" for the city of Aberdeen and shall be an amendment to the 1974 City of Aberdeen Shoreline Management Master Program and Regulations in Chapter 16.40 AMC.

**SECTION 2.** The Community Development Director shall forward the 2016 Shoreline Master Program Update to the Washington State Department of Ecology for approval and adoption into the State Shoreline Management Master Program.

**SECTION 3. PUBLICATION BY SUMMARY.** The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 4. 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:

\_\_\_\_\_  
Mike Folkers, Finance Director

**SECTION 2.** The Community Development Director shall forward the 2016 Shoreline Master Program Update to the Washington State Department of Ecology for approval and adoption into the State Shoreline Management Master Program.

**SECTION 3. PUBLICATION BY SUMMARY.** The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 4. 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:

\_\_\_\_\_  
Mike Folkers, Finance Director

**CITY OF ABERDEEN  
COMMITTEE REPORT**

**MR. MAYOR:**

**Hon. Erik Larson**

**THE MEMBERS OF  
YOUR COMMITTEE ON:**

**Public Safety, Fire Chief and Chief of  
Police**

**IN REFERENCE TO:**

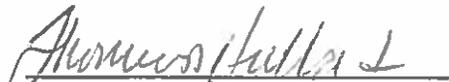
**All Hazards Alert Broadcast (AHAB)  
Agreement**

**Report and recommend as follows:**

The City of Aberdeen wishes to enter into an agreement with the Washington State Military Department, Emergency Management Division (EMD), to install an All Hazards Alert Broadcast (AHAB) warning system that provides both tone and voice alert and notification devices for any hazardous situation. This state-of-the-art outdoor warning system will notify those within hearing distance of the sirens of a natural or man-made disaster. The AHAB will be sited in west Aberdeen, at West 1<sup>st</sup> Street and Duffy Street, (near the water retention and pumping station).

This will be the third (3rd) AHAB in the City of Aberdeen

It is our recommendation that the All Hazards Alert Broadcast (AHAB) Warning System be accepted and the Mayor and staff be authorized to sign the Agreement.

  
\_\_\_\_\_  
Tom Hubbard, Fire Chief

  
\_\_\_\_\_  
Robert H. Torgerson, Chief of Police

\_\_\_\_\_  
Tim Alstrom

\_\_\_\_\_  
James Cook

\_\_\_\_\_  
Pete Schave

Reported: August 10, 2016

\_\_\_\_\_  
Margo Shortt

Adopted: \_\_\_\_\_

**INTERAGENCY AGREEMENT****All Hazards Alert Broadcast (AHAB) Warning Siren for the City of Aberdeen**

Washington State Military Department  
 Camp Murray, Building #20, M.S. TA-20  
 Tacoma, WA 98430-5122  
 (253) 512-7017  
 Contact: Maximilian Dixon  
[maximilian.dixon@mil.wa.gov](mailto:maximilian.dixon@mil.wa.gov)

AND

City of Aberdeen  
 200 East Market Street  
 Aberdeen, Washington 98520  
 (360) 538-4415  
 Contact: Robert Torgerson  
[rtorgerson@aberdeenwa.gov](mailto:rtorgerson@aberdeenwa.gov)

Maximum Amount: \$0      Beginning Date: June 15, 2016      Expiration Date: June 15, 2026

This Agreement is made and entered into by and between the Washington State Military Department, Emergency Management Division hereinafter referred to as the (Department) and City of Aberdeen hereinafter referred to as the (Contractor).

**INTRODUCTION:** The Department, through the Earthquake/Tsunami Program provides public awareness and education in regards to preparing for and surviving a natural or man-made disaster event. The Department, through the availability of federal funds will pay for the cost to purchase and install an All Hazards Alert Broadcast (AHAB) Warning Siren that provides both tone and voice alert and notification devices for any hazardous situation. This siren will be placed in the First Street area of the City of Aberdeen. Federal Signal is the sole source vendor that has designed and developed the Department's AHAB Warning System. This state-of-the-art outdoor warning system notifies those within hearing distance of the sirens of a natural or man-made disaster. Funding Source: NA15NWS4670024 CFDA #11.467.

**STATEMENT OF WORK:****The Contractor Agrees To:**

- 1) The coordinates of the installation of the All Hazards Alert Broadcast (AHAB) Warning Siren will be LAT N 46.96957 LONG W -124.84193. Street Address 2108 West First Street.
- 2) Complete AHAB Survey Attachment 2.
- 3) Upon satisfactory installation, the siren will become the property of the Contractor. AC power hook-up will be provided by City of Aberdeen to the siren but will not be hooked-up until the system has been installed on the pole. Continued monthly AC power usage charges will be required and provided through Contractor unless power is able to tie into existing electrical service. Battery replacement will additionally become the responsibility of the Contractor.
- 4) Upon satisfactory installation, assume responsibility for physical security of the siren, for coordination of the restoration of electrical power to the siren, routine testing of the siren via local radio network or internet, prompt reporting of any routine testing problems to the Department, and weed control within a 10 foot radius of the siren if applicable.
- 5) If the siren will be installed in a locked area, issue a key to Department Telecommunications section to allow them access to the area for times employees are unavailable to open the compound for needed work.
- 6) Agrees that the triple controlled siren will be activated by either the Department or the contractor. The Contractor agrees to use the siren for only routine testing and real emergency incidents. The Contractor activates the siren with their local radio system, internet, and controller.



Washington State Military Department  
**GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS**--As used throughout this agreement, the following terms shall have the meaning set forth below:
  - a. **"Department"** shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
  - b. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and agreements and represent the Department as signed and directed by The Adjutant General.
  - c. **"Contractor"** shall mean City of Aberdeen and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.
  - d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this agreement through a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
  - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
  - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.
  
2. **ACCESS TO PUBLIC RECORDS**
  - a. The parties acknowledge that the both parties are subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the parties relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
  - b. Access to Data – Each party shall provide access to data generated under this agreement to the other party and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
  
3. **ADVANCE PAYMENTS PROHIBITED**  
 The Department shall make no payments in advance or in anticipation of services or supplies to be provided under this agreement. Contractor shall not invoice the Department in advance of delivery of such goods or services.
  
4. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the "ADA" 28 CFR Part 35.**  
 The parties must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
  
5. **ATTORNEY'S FEES**  
 In the event of litigation or other action brought to enforce contract terms or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
  
6. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY**  
 If federal funds are the basis for this agreement, the Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency. If requested by Washington Military Department, the Contractor shall complete and sign a Certification Regarding Debarment,

Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this agreement shall be incorporated into this agreement by reference. Further, the Contractor agrees not to enter into any arrangements or contracts related to this agreement with any party without checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Contractor also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" ([http://www.lni.wa.gov/TradesLicensing/PrevWage/Awarding\\_Agencies/DebarredContractors/](http://www.lni.wa.gov/TradesLicensing/PrevWage/Awarding_Agencies/DebarredContractors/)). The Contractor also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

**7. CONTRACTOR NOT EMPLOYEE OF AGENCY**

The Contractor, and/or employees or agents performing under this agreement are not employees or agents of the Department in any manner whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

**8. COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, tribal government, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the agreement in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law.

**9. CONFLICT OF INTEREST**

The Department may, by written notice to the Contractor, terminate this agreement if it is found after due notice and examination by The Adjutant General or his Authorized Department Representative that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the Contractor in the procurement of, or performance under, this agreement.

**10. CONTRACT MODIFICATIONS**

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties hereto unless made in writing and signed by the parties. The Department and the Contractor may, from time to time, request changes to the agreement. Any such changes that are mutually agreed upon by the parties to this agreement shall be incorporated herein by written amendment to this agreement. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that any other understandings or agreements, oral or otherwise, are not incorporated herein and shall not be binding unless made in writing and signed by the parties hereto.

**11. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**12. DATE COMPLIANCE**

If applicable to this agreement, the Contractor is responsible for ensuring that all materials and equipment installed as part of this agreement shall accurately process date/time data between year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

**13. DISCLOSURE**

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

**14. DISPUTES**

Except as otherwise provided in this agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the Parties hereto. Each Party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs, and share equally the cost of the third board member.

**15. GOVERNING LAW AND VENUE**

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County. The Contractor, by execution of this agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

**16. LICENSING AND ACCREDITATION STANDARDS**

Unless exempt from registration by law, the Contractor shall complete registration with the Washington State Department of Revenue, comply with all applicable local, state, and federal licensing and accrediting requirements/standards necessary in the performance of this agreement (see RCW 19.02 for state licensing requirements/definitions), and be responsible for payment of all taxes due on payments made under this agreement. The Contractor shall provide to the Department all identification codes/numbers that apply to the business as required in the state and federal revenue laws and regulations. Identifications such as the State Department of Revenue number, federal employee identification number, state certification number of a minority/women-owned business enterprise, and any other applicable registration identification that may exist should be provided. The Contractor shall be responsible for payment of all related licensing, accreditation and other related fees and charges.

**17. LIMITATION OF AUTHORITY – "Authorized Signature"**

Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this agreement is not effective or binding unless made in writing and signed by the authorized person.

**18. LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn from a party, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, that party may immediately terminate the agreement in its sole discretion under the "Termination for Convenience" clause, without the ten (10) day notice requirement. Alternatively, the parties may renegotiate the terms of this agreement under the "CONTRACT MODIFICATIONS" provision to comply with new funding limitations and conditions, although the Department has no obligation to do so.

**19. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Contractor will solicit and encourage minority-owned and women-owned business enterprises that are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this agreement. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 8%.

**20. NONASSIGNABILITY**

Neither this agreement, nor any claim arising under this agreement, nor the work to be provided under this agreement, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**21. NONDISCRIMINATION**

During the performance of this agreement, the parties shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The parties shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. The parties shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.  
Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**23. ORDER OF PRECEDENCE**

In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state statutes and regulations.
- b. Statement of Work.
- c. General Terms and Conditions.
- d. Any other provisions of the contract incorporated by reference.

**24. PRIVACY**

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this agreement. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Contractor shall certify return

or destruction of all personal information upon expiration of this agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the agreement and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**25. PUBLICITY**

The Contractor agrees to submit to the Department all advertising and publicity matters relating to this agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

**26. RECAPTURE OF FUNDS**

In the event that the Contractor fails to expend funds under this Contract in accordance with state laws and/or the provisions of this agreement, the Agency reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including reasonable attorneys' fees from the Contractor.

**27. RECORDS, MONITORING AND AUDIT ACCESS**

- a. The Contractor shall perform under the terms of the agreement and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the agreement.
- b. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this agreement for six (6) years from the date contract final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- c. The Department or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or contract shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, all of the Contractor's records with respect to all matters covered in this agreement.

Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this agreement. Such rights last for six (6) years from the date final payment is made hereunder.

- d. The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this agreement.

**28. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any negligent claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

**29. RIGHTS IN DATA**

The parties hereto agree that all works originating from this agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department and/or the State of Washington. Unless otherwise provided, this contractual term applies to all works including, but not limited to, reports, graphic design and logos, documents, files, pamphlets, advertisements, publications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions prepared by an employee within the scope of employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Work delivered under the agreement, but which does not originate there from, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of works furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this agreement.

The Department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any works created under this agreement.

The Contractor shall not affix any restrictive markings upon any works, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The contractor must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 to any work produced, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**30. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**31. SITE SECURITY**

While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

**32. SUBCONTRACTING**

All subcontracts entered into pursuant to this agreement shall incorporate this agreement in full by reference. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this agreement and after original contract award, without obtaining prior

written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. The Military Department may request a copy of any and/or all subcontracts that exist for work being completed under this agreement. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties.

This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Agreement.

**33. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**34. TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this agreement, the Contractor may terminate this agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Notwithstanding any other provisions of this agreement, the Department may, by ten (10) days written notice, beginning on the second day after the mailing of the written notice, terminate this agreement, in whole or in part. If this agreement is so terminated, the Department shall be liable only for payment required under the terms of this agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the agreement, withhold further payments, and prohibit the Contractor from incurring additional obligations of funds.

**35. TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Department determines the Contractor has failed to comply with the conditions of this agreement in an acceptable and timely manner, the Department has the right to suspend or terminate this agreement. The Department shall notify the Contractor in writing of the need to take corrective action.

If the default or violation is not corrected after ten (10) days or within a reasonable timeframe as determined by the Department, the agreement shall be deemed terminated.

The Department reserves the right to suspend all or part of the agreement, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the agreement.

In the event this agreement is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the agreement by the Contractor. The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which The Adjutant General or his Authorized Department Representative makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this agreement.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies of the Department provided in this agreement are not exclusive and are in addition to any other rights and remedies provided by law.

**36. TERMINATION PROCEDURE**

Upon termination of this agreement the Department, in addition to any other rights provided in this agreement, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Department, and (iv) the protection and preservation of property, unless the termination is for default, in which case The Adjutant General or his Authorized Department Representative shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The Department may withhold from any amounts due the Contractor such sum as The Adjutant General or his Authorized Department Representative determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Department, the Contractor shall:

- a. Stop work under the agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by The Adjutant General or his Authorized Department Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent The Adjutant General or his Authorized Department Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.

**37. TRAVEL AND SUBSISTENCE REIMBURSEMENT**

Unless the agreement specifically provides for different rates, any travel or subsistence reimbursement expressly authorized under the agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 and the State Administrative and Accounting Manual (SAAM) Chapter 10.90 – Travel Rates, <http://www.ofm.wa.gov/policy/10.90.htm> as now existing or amended. Receipts and documentation for travel or subsistence expenses that are authorized under this agreement must be maintained by the Contractor and be made available to the Department upon request.

**38. TREATMENT OF ASSETS**

- a. Title to all property furnished by the Department shall remain with the Department. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this agreement, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the agreement, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this agreement, or

- (ii) commencement of use of such property in the performance of this agreement, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.
- b. Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this agreement.
  - c. The Contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
  - d. Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Department thereof and shall take all reasonable steps to protect that property from further damage.
  - e. The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.
  - f. All reference to the Contractor under this clause shall include any of his/her employees or agents or subcontractors.

**39. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Director and attached to the original agreement.

## **AHAB SITE SURVEY INFORMATION TEMPLATE**

### **Receiving Jurisdiction Responsibilities**

#### **DETAILED INSTRUCTIONS:**

##### **Choosing an Installation Location**

1. AC power is within an acceptable distance for installation.
2. Satellite Dish requires a clear view of sky to south-southeast (170 degrees on magnetic compass and 20 degrees above horizon).
3. No overhead wires or other obstructions within 15-20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will likely require a legal easement be drawn up.
7. Location will be a minimum for 100' from a private residence.

##### **Documenting Installation Location:**

1. Provide street number and name of nearest building.
2. Indicate siren location in relationship to that address.
3. Provide Latitude and Longitude readings.
4. Provide nearest cross streets both directions from install site. Distance from site to cross street is extremely helpful.

##### **Marking Installation Location**

1. Paint ground with White Paint
2. Drive a wood or metal stake into ground leaving ~1" exposed and painted white.

##### **Requesting Underground Utility Check**

1. Call the state-wide underground utility check number with the information collected above.  
**1-800-424-5555** <http://www.wucc.org/intro.html>
2. Mark all utilities within a 50' radius of the staked/marked location.
3. Pole will be installed 8-10' deep and ground wires extending out 25' from the pole in one direction attached to 2 10' ground rods.
4. Obtain a "ticket number"
5. Check the location after three (3) working days and see if any markings indicate utilities are under the intended install site.

##### **What happens next:**

1. The installation contractor will notify you the week before they are scheduled to install. Please realize that schedules often change due to weather and other unforeseen construction issues. We will do our best to keep you informed.
2. The pole installer will update the underground utility check prior to pole installation using the ticket number you provided.
3. Receiving jurisdiction is responsible to get power to the pole to include the application for power hookup.

MAY 08 2015

MEMORANDUM FOR: The Record

FROM: Andrew Stern   
Acting Director, NWS Analyze, Forecast, and Support Office

SUBJECT: Categorical Exclusion: National Tsunami Hazard Mitigation Program (NTHMP)

NAO 216-6, Environmental Review Procedures, requires all proposed projects to be reviewed with respect to environmental consequences on the human environment. This memorandum addresses the applicability of issuing grants through the non-competitive NWS led NTHMP under Catalog for Federal Domestic Assistance number 11.467, Meteorologic and Hydrologic Modernization Development, to conduct the activities described below.

**Description of Project –**

The NTHMP program represents a NOAA/NWS effort to conduct a community-based tsunami hazard mitigation program to improve tsunami preparedness of at-risk areas in the United States and its territories in partnership with state, local, and tribal government officials. The individual projects selected during the competition primarily focus on promotion of education and outreach networks and programs, and integration of tsunami preparedness programs into national hazard and risk-management activities. These activities will engage emergency management and researchers in areas of interest to the tsunami community.

**Effects of the Projects –**

The activities promoted through this program will generate results in oceanographic modeling, tsunami forecasting, and education and outreach efforts. No substantive interactions with the environment will take place.

**Categorical Exclusion –**

This project would not result in any significant changes to the human environment. As defined in Sections 5.05 and 6.03.c.3(a) [Research] of NAO 216-6, this program supports one-year to three-year grants of limited size or magnitude or with only short term effects on the environment and for which any cumulative effects are negligible. As such, in my position as responsible program manager for this project, I have determined it is categorically excluded from the need to prepare an Environmental Assessment. The attached NEPA worksheet supports this position.

**Categorical Exclusion Checklist for Non-Construction  
National Oceanic and Atmospheric Administration Grants**

The purpose of this checklist is to assist National Oceanic and Atmospheric Administration's (NOAA) responsible program managers (RPMs) in determining if the grant(s) they are proposing qualifies for categorical exclusion status under NOAA's National Environmental Policy Act (NEPA) guidelines. Normally, NOAA grants qualify for categorical exclusion from NEPA requirements when the environmental effects are minor or negligible. However, as stated in NOAA's guidelines for implementing NEPA (NAO 216-6; [http://www.corporateservices.noaa.gov/ames/administrative\\_orders/chapter\\_216/216-6.html](http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_216/216-6.html)) at 5.05.c, under certain conditions, preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required for proposed grants when 1) a grant program is entirely new; 2) under extraordinary circumstances in which normally excluded actions may have a significant environmental impact; or 3) potential impacts associated with the grant are highly controversial. By answering the questions in this checklist, the RPM can determine whether the effects of the grant qualify for categorical exclusion, or require further NEPA documentation in the form of an EA or an EIS. This checklist should be filled out for a grant which is not automatically determined to require an EA or EIS in order to establish compliance with administrative record requirements regarding categorical exclusions (CEs).

**1. Identify the NOAA Grant Project and Program:**

All recommended projects (twelve total) selected under the 2015 NWS National Tsunami Hazard Mitigation Program (NTHMP) Announcement.

2. Attach a brief, but specific project description, including: the grant/award recipient, geographical location, and the scope of project(s). Does the grant involve any federal permits, or other federal agency direct involvement, activity, oversight, or funding?

Yes ( ) No (X)

The NTHMP program represents a NOAA/NWS effort to conduct a community-based tsunami hazard mitigation program to improve tsunami preparedness of at-risk areas in the United States and its territories in partnership with state, local, and tribal government officials. The individual projects selected during the competition primarily focus on inundation model development, promotion of education and outreach networks and programs, and integration of tsunami preparedness programs into national hazard and risk-management activities. Recipients selected for funding are as follows: Alaska, American Samoa, California OES, CNMI Homeland Security, Guam, Hawaii, Oregon, Puerto Rico, Texas A&M University, University of Delaware, U.S. Virgin Islands, and Washington. All work will be conducted on or in the vicinity of the organization's sites.

3. Is this an entirely new NOAA grant program? Yes ( ) No (X)

4. Will this NOAA grant establish a precedent or represent a decision in principle about future grant and award actions with potentially significant environmental effects? Yes ( ) No (X)

5. Have a number of similar grant actions been considered? Yes ( ) No (X)

If you answered yes to question 5, although the proposed action's effects may be individually insignificant, will its addition to existing and reasonably foreseeable actions result in cumulatively significant impacts?

Yes ( ) No (X)

6. Could this NOAA grant have significant effects on public health or safety? Yes ( ) No (X)

Will the proposed action:

- Create high levels of noise for an extended period of time? Yes ( ) No (X)
- Have long or short term aesthetic effects, e.g., visual effects or effects on scenery? Yes ( ) No (X)
- Require large amounts of outdoor lighting or create any unusual odors? Yes ( ) No (X)
- Require large amounts of water or electricity for an extended period or time? Yes ( ) No (X)
- Have long or short term effects on the transportation infrastructure, or create a significant increase in local traffic? Yes ( ) No (X)

7. Could this NOAA grant have significant adverse impacts on any geographic area(s) with unique characteristics? Areas to consider include coral reefs, marine protected areas, marine sanctuaries, essential fish habitat, historic or cultural resources, park or refuge lands, wild or scenic rivers, wetlands, or ecologically significant or critical areas, including those listed on the National Register of Natural Landmarks, or listed or eligible for listing on the National Register of Historic Places. Yes ( ) No (X)

Will the proposed action:

- Degrade or disturb coral reefs? Yes ( ) No (X)
  - Degrade or disturb previously undisturbed areas? Yes ( ) No (X)
  - Affect any areas such as wetlands and flood plains? Yes ( ) No (X)
  - Disturb archaeological or historic resources? Yes ( ) No (X)
8. Could this NOAA grant have highly uncertain and potentially significant environmental effects or involve unique or unknown risks? Yes ( ) No (X)

Will the proposed action:

- Potentially result in the introduction or spread of a non-indigenous species? Yes ( ) No (X)
- Involve aquaculture activities that could result in the introduction or spread of invasive or non-indigenous species? Yes ( ) No (X)
- Significantly impact water resources such as surface or groundwater? Yes ( ) No (X)
- Significantly contribute to water degradation or impairment? Yes ( ) No (X)
- Generate large amounts of hazardous waste or any toxic waste? Yes ( ) No (X)
- Emit dangerous levels of ionizing or non-ionizing radiation? Yes ( ) No (X)

- Result (directly or indirectly) in the generation of large amounts of air pollution?  
Yes ( ) No (X)
- 9. Could this NOAA grant have adverse effects on species listed or proposed to be listed as Endangered or Threatened, or have adverse effects on designated critical habitats?  
Yes ( ) No (X)
- 10. Will this grant threaten to violate a Federal state, local, or tribal law imposed for the protection of the environment?  
Yes ( ) No (X)
- 11. Will this NOAA grant have highly controversial environmental effects (i.e., are the effects likely to be subject to serious scientific dispute)?  
Yes ( ) No (X)

IF YES WAS CHECKED FOR ANY OF THE ITEMS ABOVE: Please list the item number, provide additional information about anticipated effects, and contact the NEPA Coordinator at NOAA's Office of Strategic Planning (ppi.nepa@noaa.gov) as soon as possible to discuss alternatives for providing NEPA documentation.

IF NO WAS CHECKED FOR ALL OF THE ITEMS ABOVE: The grant activity may qualify for a Categorical Exclusion (CE). Please review the categories for CEs below and select the applicable category. If none apply, or if you have any questions about the applicability of the CE, please contact the NEPA Coordinator in the Office of Strategic Planning. ppi.nepa@noaa.gov.

NAO 6.03c.3(d) (see below)

APPLICABLE? YES/NO	CATEGORY	DESCRIPTION
Yes.	Administrative or Routine Program Functions  NAO 6.03c.3(d)	Administrative or Routine Program Functions. The following NOAA programmatic functions that hold no potential for significant environmental impacts qualify for a categorical exclusion: program planning and budgeting including strategic planning and operational planning; mapping, charting, and surveying services; ship support; ship and aircraft operations; fishery financial support services; grants for fishery data collection activities; basic and applied research and research grants, except as provided in Section 6.03b. of this Order; enforcement operations; basic environmental services and monitoring, such as weather observations, communications, analyses, and predictions; environmental satellite services; environmental data and information services; air quality observations and analysis; support of national and international atmospheric and

		Great Lakes research programs; executive direction; administrative services; and administrative support advisory bodies.
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