

CITY OF ABERDEEN
200 East Market Street, Aberdeen, Washington 98520

NOTICE: RCW 42.30 Open Public Meetings Act compliance during the COVID-19 public health crisis has been altered as long as the Governor’s “Stay Home, Stay Safe” Order is in place. In compliance with that Order as amended, and under the guidance of the Washington State Attorney General, as amended, the City Council meeting will be held using telephone audio conferencing. This will allow the public to listen into the meeting.

To listen to this meeting:

DAY/DATE: Wednesday June 10, 2020
TIME: 7:00 PM (Meeting will be called to order at 7:15 PM)
DIAL-IN NUMBER: (425) 585-6257
ACCESS CODE: 618-313-093 # (you must include the # symbol)

For the immediate future under the Order and associated Guidance, the City Council meeting will not include public comment periods. **If you wish to submit any comments in advance, please email your comments to the City Clerk at cfrederickson@aberdeenwa.gov and they will be provided to City Council.** Please be sure to put “CITY COUNCIL PUBLIC COMMENT” in the subject line.

The City of Aberdeen requests that you provide your full name. If you reside in Aberdeen, please also include your Ward Number; if you do not reside in Aberdeen please let us know where you live.



ABERDEEN CITY COUNCIL

June 10, 2020

COUNCIL MEETING AGENDA

7:15 PM – Via Telephonically

COMMITTEE OF THE WHOLE

- A. Department Heads
- B. Mayor's Report
- C. Non-Standing Committee Reports

COUNCIL MEETING

I. ROLL CALL

II. APPROVAL OF MINUTES

III. ADDITIONS / DELETIONS

IV. PUBLIC COMMENT SUBMITTED TO CITY CLERK ON ALL TOPICS

V. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
 - 1. Report from Finance and the Parks Director recommending that the City Council adopt the Resolution and authorize the Mayor to sign the Agreement with Washington State Department of Commerce for receipt of the CARES ACT funds, and authorize the Parks Director to serve as the Contractor Representative on behalf of the City.
- E. Resolutions
 - 1. A Resolution for an interagency agreement with Washington State Department of Commerce for receipt of Coronavirus Relief Funds.
- F. Ordinances

VI. PUBLIC WORKS

- A. Committee Chair Report
- B. Public Hearings
 - 1. This is the date set for public hearing on a revised and extended Six Year Transportation Improvement Plan, including proposed improvements to those streets for which arterial street funds and federal funds, if available, will be expanded for the years 2021 through 2026.
- C. Reports & Communication

1. Report from Public Works and the Public Works Director recommending that the City Council authorize the Public Works Director, or his designee, to make and/or procure bids on equipment deemed useful from the FEMA grant funds.
2. Report from Public Works and the Public Works Director recommending that the Mayor shall execute Amendment 1 to the Utility Rate Study contract.
3. Report from Public Works and the Public Works Director recommending that the Mayor shall execute Amendment 3 to the Garbage and Curbside Recycling contract with Harold Lemay Enterprises.
4. Report from Public Works and the Public Works Director recommending that the City Council shall pass a resolution adopting the revised and extended Six Year Transportation Improvement Plan (TIP) for the years 2021 through 2026.

D. Resolutions

1. A Resolution adopting a revised and extended Six Year Transportation Improvement Plan, including proposed improvements to those streets for which arterial street funds and federal funds, if available, will be expanded, for the years 2021 through 2026.

DI. Ordinances

VII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Safety and the Fire Chief recommending that the City Council authorize Mayor Schave to Execute a contract for Ground Emergency Medical Transportation (GEMT) reporting and accounting services with Public Consulting Group, Inc.
2. Report from Public Safety and the Police Deputy Chief recommending that the City Council authorize the Mayor to execute a Hold Harmless Agreement with the Weyerhaeuser Company in order for the APD to use the Bay City Sorting Yard for pursuit driving training.

VIII. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. Update from the Ad Hoc Committee on Homelessness – No Report

B. Proclamation

C. Resolutions

D. Ordinances

E. Appointments

IX. CITY COUNCIL COMMENT PERIOD

X. 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 Human Resources Department at 360-537-3207, 24 hours in advance of the meeting.
Thank you.

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**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Pete Schave

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

In Reference To: **Resolution to sign the Contract with WA State Dept of Commerce for
CARES ACT Funding for local governments**

Reports and recommendations as follows:

Governor Inslee has directed the Washington State Department of Commerce (Commerce) to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$506,400 for the City of Aberdeen. Funds may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.

Prior to receiving funds, a contract will need to be executed with Commerce.

Recommend as follows:

It is recommended that the City Council adopt the Resolution and authorize the Mayor to sign the Agreement with Washington State Department of Commerce for receipt of the CARES ACT Funds, and authorize the Parks Director to serve as the Contractor Representative on behalf of the City.

Stacie Barnum, Parks Director

Debbie Ross, Chair

Kati Kachman, Vice Chair

Reported: June 10, 2020

John Maki

Adopted: _____

Dee Anne Shaw

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RESOLUTION No. 2020 ____

A RESOLUTION FOR AN INTERAGENCY AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF COMMERCE FOR RECEIPT OF CORONAVIRUS RELIEF FUNDS

WHEREAS, national, state, and local emergencies have been declared related to the novel coronavirus (COVID-19), a respiratory disease that spreads from person to person and may result in serious illness or death; and,

WHEREAS, compliance with federal and state public health agency recommendations related to social distancing and other non-pharmacological approaches to slow the spread of the virus has resulted in economic losses to the City of Aberdeen and its residents; and,

WHEREAS, federal funds have been distributed to the State of Washington under Section 601(a) of the Social Security Act (as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”)) to be used only for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 thru October 31, 2020; and,

WHEREAS, on April 27, 2020 Governor Inslee announced the award of nearly \$300 million to local governments in Coronavirus Relief Funds from the state's allocation of the CARES Act funding, including \$506,400 to the City of Aberdeen; and,

WHEREAS, the interagency agreement under which the CARES Act funding will be provided is entered pursuant to RCW 39.34 which requires a resolution to enter into the agreement. **NOW THEREFORE**,

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: enter into an Interagency Agreement with Washington State Department of Commerce for receipt of the Coronavirus Relief Funds through the CARES Act.

PASSED and **APPROVED** on June 10, 2020.

Pete Schave, Mayor

ATTESTED:

Finance Director/City Clerk



Interagency Agreement with

City of Aberdeen

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Acknowledgement of Federal Funding.....	1
3.	Contract Management	1
4.	Compensation	1
5.	Expenses.....	1
6.	Indirect Costs.....	1
7.	Billing Procedures and Payment.....	1
8.	Audit.....	2
9.	Debarment.....	3
10.	Laws	3
11.	Order of Precedence.....	4

General Terms and Conditions

1.	Definitions	5
2.	All Writings Contained Herein.....	5
3.	Amendments.....	5
4.	Assignment.....	5
5.	Confidentiality and Safeguarding of Information.....	5
6.	Copyright.....	6
7.	Disputes	6
8.	Governing Law and Venue	6
9.	Indemnification.....	7
10.	Licensing, Accreditation and Registration	7
11.	Recapture	7
12.	Records Maintenance.....	7
13.	Savings	7
14.	Severability	7
15.	Subcontracting.....	7
16.	Survival	8
17.	Termination for Cause	8
18.	Termination for Convenience.....	8
19.	Termination Procedures	8
20.	Treatment of Assets.....	9
21.	Waiver.....	10

Attachment A, Scope of Work	11
Attachment B, Budget & Invoicing.....	13
Attachment C, A-19 Certification.....	14
Attachment D, A-19 Activity Report	16

FACE SHEET

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor City of Aberdeen 200 E Market Street Aberdeen WA 98520		2. Contractor Doing Business As (optional)	
3. Contractor Representative Stacie Barnum Parks Director 360-537-3229 sbarnum@aberdeenwa.gov		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount \$506,400	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$506,400	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # «TIN_Number»	11. SWV # «SWV_Number»	12. UBI # «UBI_Number»	13. DUNS # 071841498
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report			
FOR CONTRACTOR _____ Pete Schave, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, 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 COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract 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 contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE 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 Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE 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.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. ~~Were~~ not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period: _____

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other	\$ -	\$ -	\$ -	
B. Other	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
D. Other	\$ -	\$ -	\$ -	
E. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

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CITY OF ABERDEEN

200 East Market St • Aberdeen, WA 98520 • WWW.ABERDEENWA.GOV
Phone (360) 533-4100 • Fax (360) 537-5741

NOTICE OF A PUBLIC HEARING

The City of Aberdeen will hold a public hearing on a revised and extended Six Year Transportation Improvement Plan, including proposed improvements to those streets for which arterial street funds and federal funds, if available, will be expanded, for the years 2021 through 2026. The hearing will be held during the **June 10, 2020** Council Meeting which starts at **7:15 PM** via telephone.

The public is invited to call in and offer testimony on the proposed plans. If you intend to offer verbal testimony, please provide your name and telephone number before the meeting to Rick Sangder at Rsangder@aberdeenwa.gov to put you in the testimony queue.

- **DIAL-IN NUMBER: (425) 585-6257**
- **ACCESS CODE: 618-313-093 # (you must include the # symbol).**

Information and project descriptions are available for review on the City's website at www.aberdeenwa.gov and at City Hall. For further information, or to provide written testimony, please contact Public Works at 360-537-3224 or 360-537-3228. Comments may also be submitted in writing to Rick Sangder, Public Works Director, 200 East Market Street, Aberdeen, Washington 98520 through June 9, 2020 or via email to Rsangder@aberdeenwa.gov

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: Bidding Authority for Equipment

REPORTS AS FOLLOWS: The City of Aberdeen Public Works Department has identified the need for replacement of several pieces of aging equipment and has received a FEMA grant that may be used for the purchase of said equipment.

The City of Aberdeen experienced a storm event in December 2018. The event caused damage at a number of locations in the City, including the Fry Creek Pump Station, and was declared an emergency by the Federal Emergency Management Agency (FEMA). The Public Works Department made a claim and was awarded funds for eligible expenses at the pump station in the amount of \$595,814.00 which was 75% reimbursed from FEMA (\$446,860.50), 12.5% reimbursed by the State of Washington and a 12.5% (\$74,476.75) match by the City.

The award was based on the costs to repair/replace the pump station to pre-existing conditions in its current location. The pump station was due to be replaced and design work is ongoing at a different location but because the damage occurred during the emergency declaration the City was eligible for reimbursement of the estimated cost of repairs.

Due to the fact that the eligible expenses will not be expended for the purpose they were granted the City has requested a process called an Alternate Project. This allows the City to expend the funding on equipment within the Public Works Department that will help address future responses to emergencies.

Equipment will be presented to Council for approval prior to final purchase agreements.

IT IS RECOMMENDED: By the Public Works Director and the Public Works Committee that the City Council authorize the Public Works Director, or his designee, to make and/or procure bids on equipment deemed useful from these funds.

Rick Sangder
Public Works Director

Tim Alstrom, Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Committee Member

Adopted _____, 2020

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Pete Schave

THE MEMBERS OF YOUR COMMITTEE ON: Public Works

TO WHOM IT WAS REFERRED: Utility Rate Study Contract Amendment 1

REPORTS AS FOLLOWS: The City entered into an agreement with Gray & Osborne in 2018 for \$65,741 to complete a utility rate study. The Public Works Department requested that Gray & Osborne perform additional work to update the capital improvement plan and rate structure model from the study to support the 2020 Comprehensive Sewer Plan and the City's 2020 CDBG application for pump station improvements. The cost for the additional work is \$4,985 and will be paid for out of existing 2020 budgets.

IT IS RECOMMENDED: The Mayor shall execute Amendment 1 to the Utility Rate Study contract.

Rick Sangder
Public Works Director

Tim Alstrom, Committee Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

EXHIBIT A

SCOPE OF WORK

CITY OF ABERDEEN UTILITY RATE STUDY – AMENDMENT 1 MAY 20, 2020

This scope of work of this amendment provides additional engineering and financial/rate analysis services to complete an update to the Sewer Utility Rate Study for the City of Aberdeen (City).

PROJECT UNDERSTANDING

The City has requested that Gray & Osborne (Consultant) prepare an amendment to our contract for the utility rate study, and prepare an updated financial outlook from the sewer utility rate model with current information from the 2020 draft comprehensive sewer plan. The scope for our financial/rate subconsultant, Katy Isaksen & Associates, is attached and made part of this scope of work by reference.

TASK 1 – PROJECT MANAGEMENT

Perform project administrative activities.

Ensure effective communication between Consultant staff, subconsultant, and designated City representatives.

TASK 2 – UPDATE OUTLOOK FROM THE RATE MODEL

Two efforts are addressed in this update: (1) to update the 20-year model to reflect the adopted 2020 sewer utility rates, 2020 sewer budget, 2019 actuals (if available), and other known changes in City priority projects for the sewer utility; and (2) to adjust and validate the schedule for implementation of the capital improvement program (CIP) for the City's Sewer Utility presented in the 2020 Comprehensive Sewer Plan. The results are needed for the CDBG funding application currently being prepared for correction of critical sewage pump station deficiencies.

Deliverables: Updated sewer utility model including all inputs and outputs and the validated 20-year CIP schedule for the Sewer Utility.

TASK 3 – MEETINGS

Attend two telephonic meetings with the City.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Aberdeen - Utility Rate Study - Amendment 1

Tasks	Client Manager Hours	Project Manager Hours
1 Project Management		1
2 Update Outlook from the Rate Model	1	2
3 Meetings	2	3
Hour Estimate:	3	6
Fully Burdened Billing Rate Range:*	\$112 to \$185	\$106 to \$184
Estimated Fully Burdened Billing Rate:*	\$185	\$155
Fully Burdened Labor Cost:	\$555	\$930

Total Fully Burdened Labor Cost:	\$	1,485
Subconsultant:		
Katy Isaksen & Associates	\$	3,500
TOTAL ESTIMATED COST:	\$	4,985

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Pete Schave

THE MEMBERS OF YOUR COMMITTEE ON: Public Works

TO WHOM IT WAS REFERRED: Garbage and Curbside Recycling Contract Amendment 3

REPORTS AS FOLLOWS: The City entered into an agreement with Harold Lemay Enterprises December 12, 2012 to provide collection, removal and disposal of non-hazardous garbage, refuse and waste from places within the City of Aberdeen. The Public Works Department has requested that the contract be amended to remove Sewer Sludge hauling from the Sewage Treatment Plant from the contract.

IT IS RECOMMENDED: The Mayor shall execute Amendment 3 to the Garbage and Curbside Recycling contract with Harold Lemay Enterprises.

Rick Sangder
Public Works Director

Tim Alstrom, Committee Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

THIRD AMENDMENT TO GARBAGE AND CURBSIDE RECYCLING CONTRACT

This Third Amendment to the Garbage and Curbside Recycling Contract (the "Third Amendment") is entered into this ___ day of June, 2020 but effective as of _____ (the "Effective Date"), by and between the City of Aberdeen (the "City") and Harold Lemay Enterprises, Incorporated (the "Contractor"). Each of City and Contractor is sometimes referred to individually as a "Party", and City and Contractor are collectively sometimes referred as the "Parties".

RECITALS:

WHEREAS, the Parties entered into that certain Garbage and Curbside Recycling Contract dated December 12, 2012, as amended by that certain First Amendment dated February 29, 2016 and that certain Second Amendment dated November 7, 2018 (collectively, the "Agreement") wherein the Contractor would provide collection, removal and disposal of non-hazardous garbage, refuse and waste from places within the City of Aberdeen; and

WHEREAS, the Parties mutually desire to amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Sewer Sludge. As of the Effective Date, Section 5(d) of the Agreement shall be deleted in its entirety. It is agreed upon by the Parties that as of the Effective Date, the City, at its sole cost and expense, shall perform the removal and disposal of all sewer sludge from the Sewage Treatment Plant.
2. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Third Amendment.
3. Entire Agreement. The Agreement and this Third Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof
4. Counterparts; Facsimile Signatures. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Third Amendment between the parties hereto, and it shall not be necessary for the proof of this Third Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the Effective Date first written above.

HAROLD LEMAY ENTERPRISES
INCORPORATED

CITY OF ABERDEEN

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: Recommendation to Adopt the Six Year Transportation Improvement Plan (TIP) for the years 2021-2026,

REPORTS AS FOLLOWS: The Public Works Director has prepared a revised and extended Six Year TIP for the years 2021 through 2026. The revision includes the addition of new projects and revisions to details of previously listed projects. Inclusion on the TIP allows staff to seek grants and funding for the project.

IT IS RECOMMENDED: The City Council shall pass a resolution adopting the revised and extended Six Year TIP for the years 2021 through 2026.

Rick Sangder
Public Works Director

Tim Alstrom, Committee Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

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RESOLUTION No. 2020 –

A RESOLUTION ADOPTING A REVISED AND EXTENDED SIX YEAR TRANSPORTATION IMPROVEMENT PLAN, INCLUDING PROPOSED IMPROVEMENTS TO THOSE STREETS FOR WHICH ARTERIAL STREET FUNDS AND FEDERAL FUNDS, IF AVAILABLE, WILL BE EXPANDED, FOR THE YEARS 2021 THROUGH 2026.

WHEREAS, pursuant to Revised Code of Washington (RCW) 35.77.010 the city of Aberdeen has prepared a Revised and Extended Six Year Transportation Improvement Plan (TIP) for the years 2021 through 2026;

WHEREAS, a public hearing on the plan was held at the city council's regular meeting of June 10, 2020, and any comments received at the public hearing have been fully considered; **NOW THEREFORE**,

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: that the attached Revised and Extended Six Year Transportation Improvement Plan for the years 2021 through 2026 is hereby adopted.

BE IT FURTHER RESOLVED: that the Finance Director shall file copies of the plan together with this Resolution, with the Secretary of the State of Washington Department of Transportation.

PASSED and APPROVED on this 10th day of June, 2020.

Pete Schave, Mayor

ATTESTED:

M. Patrice Kent, Acting City Clerk
(Corporation Counsel)

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**ABERDEEN FIRE DEPARTMENT
CITY OF ABERDEEN**

Mr. Mayor: Hon. Pete Schave
The Members of: Public Safety Committee and Fire Chief
To Whom was Referred: GEMT Contract with Public Consulting Group, Inc. for filing requirements and annual cost reporting

REPORT AND RECOMMEND AS FOLLOWS:

There are a limited number of qualified firms to complete required filing requirements and annual cost reporting on behalf of emergency medical transportation programs. The City of Aberdeen currently has a contract with AP Triton to provide those services. Since the contract was originally awarded to AP Triton, their customer services and responsiveness has dramatically declined. AP Triton provides limited audit support and charge a flat fee plus 3% of gross proceeds.

The proposed firm Public Consulting Group, Inc. ("PCG") charges a flat rate of \$30,000.00 per year based on current Annual Medicaid Trips, in addition, PCG offers robust support for data collection, account management, and auditing services.

PCG provides GEMT accounting services for the City of Hoquiam; given the cooperative efforts between the Cities related to fire response and upcoming analysis for an RFA study, a single firm providing information is expected to provide efficiency in time and information management for the project.

Under City procurement rules, this professional service does not require competitive process for vendor selection. If such a process were required, the limited number of available vendors and the relative services and support offered by PCG would support their selection. Budget for these services are approved in the 2020 budget.

This budget item is routine, and necessary to complete in order to meet statutory annual reporting and planning requirements.

Therefore, it is recommended that the City Council authorize Mayor Schave to Execute a contract for GEMT reporting and accounting services with Public Consulting Group, Inc.



Tom Hubbard, Fire Chief
Reported: June 10, 2020

Chair

Adopted: _____

AGREEMENT

This Agreement (“Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”) and City of Aberdeen (“CLIENT”) as of June 2, 2020 (“Effective Date”).

WHEREAS, CLIENT is seeking to participate in the Washington Ground Emergency Medical Transportation (GEMT) program, and

WHEREAS, CLIENT is seeking a vendor to complete the necessary filing requirements, including the annual GEMT cost report, and

WHEREAS, PCG possesses professional skills that can assist CLIENT; and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform certain professional services for CLIENT;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PCG and CLIENT hereby agree as follows:

1. Description of Services

PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (“the Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.

2. Term

PCG will provide the Contracted Services from the Effective Date through June 30, 2023, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement.

Upon the expiration or termination of this Agreement for any reason, all rights granted hereunder shall immediately terminate except for those concerning compensation in Attachment B, Sections 13 and 14, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. Compensation

- a. CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and will not pay PCG any other benefits, expenses, or compensation.

- b. CLIENT will compensate PCG within thirty (30) days following the receipt of itemized billing statements from PCG that satisfactorily describe the hours and dates that PCG performed the Contracted Services, the services performed, and any expenses incurred.
- c. Upon termination of this Agreement, other than termination for cause under Section 4(b), PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.

4. Termination

- a. General: The term of this Agreement is set forth in Section 2. The Agreement may be terminated before the end of the term pursuant to the following subsections of this Section 4.
- b. Termination for Cause: This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days.
- c. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

5. Notices and Contact Persons

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For PCG:

James Dachos
Public Consulting Group, Inc.
999 18th St, #1425
Denver, CO 80202
jdachos@pcgus.com

For CLIENT

6. Approval of Contracted Services

The Contracted Services performed by PCG are subject to acceptance by CLIENT, which acceptance shall not be withheld unreasonably.

7. PCG Representation

PCG represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. PCG shall immediately notify CLIENT regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.

8. Standards of Conduct

PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct.

9. Relationship of the Parties

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

- e. PCG shall provide its federal employer tax identification number, or social security number in the case of an individual, to CLIENT in writing. PCG also shall provide copies of any applicable business licenses.

10. Record Maintenance and Accounting Upon Termination

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

11. Insurance

PCG agrees to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation and Employers' Liability insurance coverage during the period of performance of services in the following minimum amounts:

	<u>LIMITS OF LIABILITY</u>
A. Worker's Compensation Employer's Liability	Statutory \$1,000,000
B. Commercial General Liability (including Contractual Liability) Bodily Injury/Property Damage	\$2,000,000 combined single limits for each occurrence or aggregate
C. Comprehensive Automobile Policy (Owned, hired, and non- owned vehicles) Bodily injury /Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
D. Professional Liability	\$1,000,000 combined single limits for each occurrence or aggregate

12. Assignments and Subcontracts

PCG may neither assign nor further subcontract its obligations under this Agreement to any other entity without the prior written consent of CLIENT, unless such assignment or subcontract is with an affiliate or subsidiary of PCG in which case PCG shall only be required to provide written notice to CLIENT.

13. Proprietary or Confidential Information

For purposes of fulfilling its obligations under this Agreement, one party (“Disclosing Party”) may convey to the other party (“Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.

- a. “Proprietary or Confidential Information” is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, strategies, processes, policies, procedures, operational techniques, software, and intellectual property -- that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, or (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is developed independently by the Receiving Party, or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement.
- b. The Receiving Party shall hold Proprietary or Confidential Information in strict confidence, until or unless such Proprietary or Confidential is otherwise disclosed by the Disclosing Party, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services.
- c. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. The Receiving Party shall use at least the same standard of care for protecting Proprietary or Confidential Information that it uses to prevent disclosure of its own proprietary or confidential information, but in no case less than reasonable care.
- e. Nothing in this Agreement prohibits the Receiving Party from disclosing Proprietary or Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the Receiving Party gives immediate notice of such order to the Disclosing Party in order that the Disclosing Party may seek a protective order or take other action to protect the information that was ordered to be disclosed.

- f. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- g. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.
- h. Upon termination of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential until or unless such Proprietary or Confidential is otherwise disclosed by the Disclosing Party.
- i. The termination of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential information set forth in this section.

14. Intellectual Property

- a. Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- b. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

15. Conflicts of Interest

The parties understand that PCG is not required to perform the Contracted Services on an exclusive or full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

16. Waiver

The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

17. Entire Agreement

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

18. Amendment

This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

19. Severability

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

20. Applicable Law and Venue

This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the State of Washington, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, and agree that the state and federal courts of Grays Harbor County, Washington shall have exclusive jurisdiction over the enforcement of this Agreement.

21. Miscellaneous

- a.** Limitation of Liability. Neither Party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages, including, but not limited to, such damages arising from any type or manner of commercial, business, or financial loss, even if such party had actual or constructive knowledge of the possibility of such damages and regardless of whether such damages were foreseeable.
- b.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.



-
- c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
 - d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
 - e. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

(the remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

CITY OF ABERDEEN

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PUBLIC CONSULTING GROUP, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following Services:

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the GEMT program
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations
- Developing customized web portal to assist with cost report calculation and auditing process
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under the GEMT program
 - FY 2020 (July 1, 2019 – June 30, 2020): Tentatively due 11/30/2020
 - FY 2021 (July 1, 2020 – June 30, 2021): Tentatively due 11/30/2021
 - FY 2022 (July 1, 2021 – June 30, 2022): Tentatively due 11/30/2022
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement
- Conducting comparative analysis to identify significant trends in billing and financial data
- Provide ongoing audit support in the event of a state and/or federal audit of GEMT cost report

**ATTACHMENT B
COMPENSATION**

Pursuant to the terms and conditions of this Agreement, CLIENT shall compensate PCG based on the number of the number of Annual Medicaid Trips. Outlined below are the fees to be paid associated with the respective range of total Medicaid (Fee-for-Service and Managed Care) trips in a cost report (state fiscal) year.

Annual Medicaid Trips	Fixed Fee Cost per Submission	Contingency Fee Option
1-60	\$7,500	N/A
61-180	\$20,000	15%
181+	\$30,000	15%

As notated in the above model, if the Client has more than 60 annual Medicaid Trips, Client has the option of electing to pay the Fixed Fee Cost per Submission or the 15% Contingency per annual cost report submission and corresponding true-up, inclusive of enhanced incremental revenues received from GEMT program.

This Compensation provision shall survive the expiration and/or termination of this Agreement until such time as all fees have been paid and received in full by PCG for all services rendered.

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mr. Mayor: Hon. Erik Larson

The Members of: Public Safety Committee

To whom was Referred: **Hold Harmless Agreement with the Weyerhaeuser Company for the APD use of the Bay City Sorting Yard for pursuit driving training.**

Reports and Recommends as Follows: The City of Aberdeen Police Department (“APD”) currently uses the Weyerhaeuser “Bay City Sorting Yard” in Aberdeen as the venue for pursuit driving training. In order to use this local resource, the Weyerhaeuser company requires a Hold Harmless Agreement. Language in the attached Hold Harmless Agreement has not substantively changed from that drafted by Corporation Counsel and was approved at the June 26, 2020 City Council meeting.

It is recommended that: City Council authorize the Mayor to execute a Hold Harmless Agreement with the Weyerhaeuser Company in order for the APD to use the Bay City Sorting Yard for pursuit driving training.

/s/ Jay Staten
Reported by: Chief Shumate (by DC Staten)

Committee Chairman

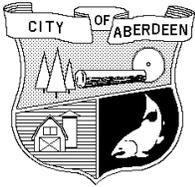
Committee Vice-chair

Reported _____, 2020

Committee Member

Adopted _____, 2020

Committee Member



CITY OF ABERDEEN
200 East Market Street, Aberdeen, Washington 98520

RELEASE AND HOLD HARMLESS

IN CONSIDERATION of access to real property owned by the Weyerhaeuser Company commonly called the “Bay City Sorting Yard” and located between company’s Bay City Dock and Veneer Plan properties located in Aberdeen, Washington for the purpose of pursuit driving training, which utilizes police patrol vehicles owned by the City of Aberdeen Police Department between the dates of July 1, 2020 and June 30, 2022, the City of Aberdeen, by and through its Mayor, Pete Schave, hereby releases the Weyerhaeuser Company, as well as its officers, employees and agents, from all damages, suits, claims, liability, and demands for damages at law or in equity, which the City of Aberdeen may now have or claim to have, or may later have or claim to have against the Weyerhaeuser Company, its officers, employees or agents, by reason of the condition, maintenance or use of said real property, except to the extent said claim has arisen from the negligent or intentional act or omission of the Weyerhaeuser Company, its officers, employees or agents.

The City of Aberdeen shall defend, protect, and hold harmless the Weyerhaeuser Company, its officers, employees or agents against all claims, suits, and actions arising from any negligent or intentional act or omission of the City of Aberdeen.

Dated: _____

By: _____
Pete Schave, Mayor

Approved as to form: _____
M. Patrice Kent, Corporation Counsel