ABERDEEN CITY COUNCIL

July 29, 2020

COUNCIL MEETING AGENDA

COMMITTEE OF THE WHOLE

7:15 PM – Via Telephonically

A. Guest Speakers
   1. Chehalis Basin Partnership- Streamflow Restoration Plan
B. Department Heads
C. Mayor's Report
D. 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. EXECUTIVE SESSION

VI. FINANCE COMMITTEE

A. Committee Chair Report

B. Approval of expenditures

C. Public Hearings

D. Reports & Communications

1. Report from Finance and the Community Development Director recommending that the City Council authorize the Mayor to execute 13 contracts for Coronavirus Relief Fund Small Business Grant for a total of $77,432.

2. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor to negotiate a contract with Express Employment Professionals for staff to provide Routine and Frequent Cleaning in compliance with the Governor's Safe Start Guide for Businesses.

3. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor to direct staff the apply for a Washington State Recreation and Conservation Youth Athletic Facilities grant for the Pioneer Park Little League Project.

E. Resolutions

1. A Resolution authorizing application for funding assistance for a Washington Wildlife and Recreation Program (WWRP) Project to the Recreation and Conservation Office (RCO) as provided in chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands.

F. Ordinances

1. Second reading and public hearing on Bill No. 20-02 an Ordinance relating to collection fees of solid waste and recyclable materials, amending sections 13.08.075 and 13.08.110 of the Aberdeen Municipal Code as amended.

VII. PUBLIC WORKS

A. Committee Chair Report

B. Public Hearings

C. Reports & Communication

1. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign a time and materials contract for on-call consulting and grant writing services with The Beckett Group for the North Shore Levee project.
2. Report from Public Works and the Public Works Director recommending that the City Council shall pass a Resolution expressing the City of Aberdeen's continued support for Chehalis River Basin-wide solutions to flooding and aquatic species restoration.

D. Resolutions

1. A Resolution of the City of Aberdeen continuing its support for a Chehalis River Basin-wide Solution to flooding and aquatic species restoration.

E. Ordinances

VIII. PUBLIC SAFETY

A. Committee Chair Report

1. Report from Public Safety and the Fire Chief recommending that the Mayor be authorized to negotiate and execute Contract No. K8629, Amendment No. 3 with the Washington State Department of Corrections to provide fire suppression services to the Stafford Creek Corrections Center.

B. Reports & Communications

IX. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. Report from the Parks Director recommending that the City Council approve the purchase of computer software for the Museum Artifact Collection, upgrades and training, not to exceed $5,500.00.
2. Report from Personnel and the Human Resources Director recommending that the City Council adopt the proposed changes to Ordinance 6572 and 6491 Department Head and Unrepresented Benefits effective immediately.

B. Ordinances

1. First reading of Bill No. 20-03 an Ordinance relating to Department Head Benefit Program and amending Ordinance 6491.
2. First reading of Bill No. 20-04 an Ordinance relating to Employee Benefits for FLSA Exempt and Unrepresented Employees and amending Ordinance 6620.

C. Appointments

1. Appointment of Dave Haviland to the Park Board

X. CITY COUNCIL COMMENT PERIOD

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.

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 July 29, 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.

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Chehalis Basin Streamflow Restoration Plan

Audience

Presenter

Date

Presentation Outline

- Who we are
- Why we are here today
- Details on the Streamflow Restoration Act and Plan
- How you can help

Chehalis Basin Partnership

The Chehalis Basin Partnership formed in 1998 to bring people together to find ways to reach shared goals for the Chehalis River Watershed.

- Developed and adopted Chehalis Basin Watershed Management Plan under Chapter 90.82 RCW in 2004
- Membership includes:
  - Grays Harbor, Lewis, Thurston, Mason Counties
  - Most cities and towns
  - Chehalis Tribe, Quinault Indian Nation participates as non-signatory
  - State agencies
  - Special interest groups
  - Citizen representatives
- Consensus-based decision framework
- Designated local planning group by Streamflow Restoration law (2018)

CHEHALIS BASIN PARTNERSHIP

Why are Permit-Exempt Wells a Concern?

An permit-exempt well is a well that pumps 5,000 gallons per day or less and is used for certain small groundwater uses that do not require a water right permit

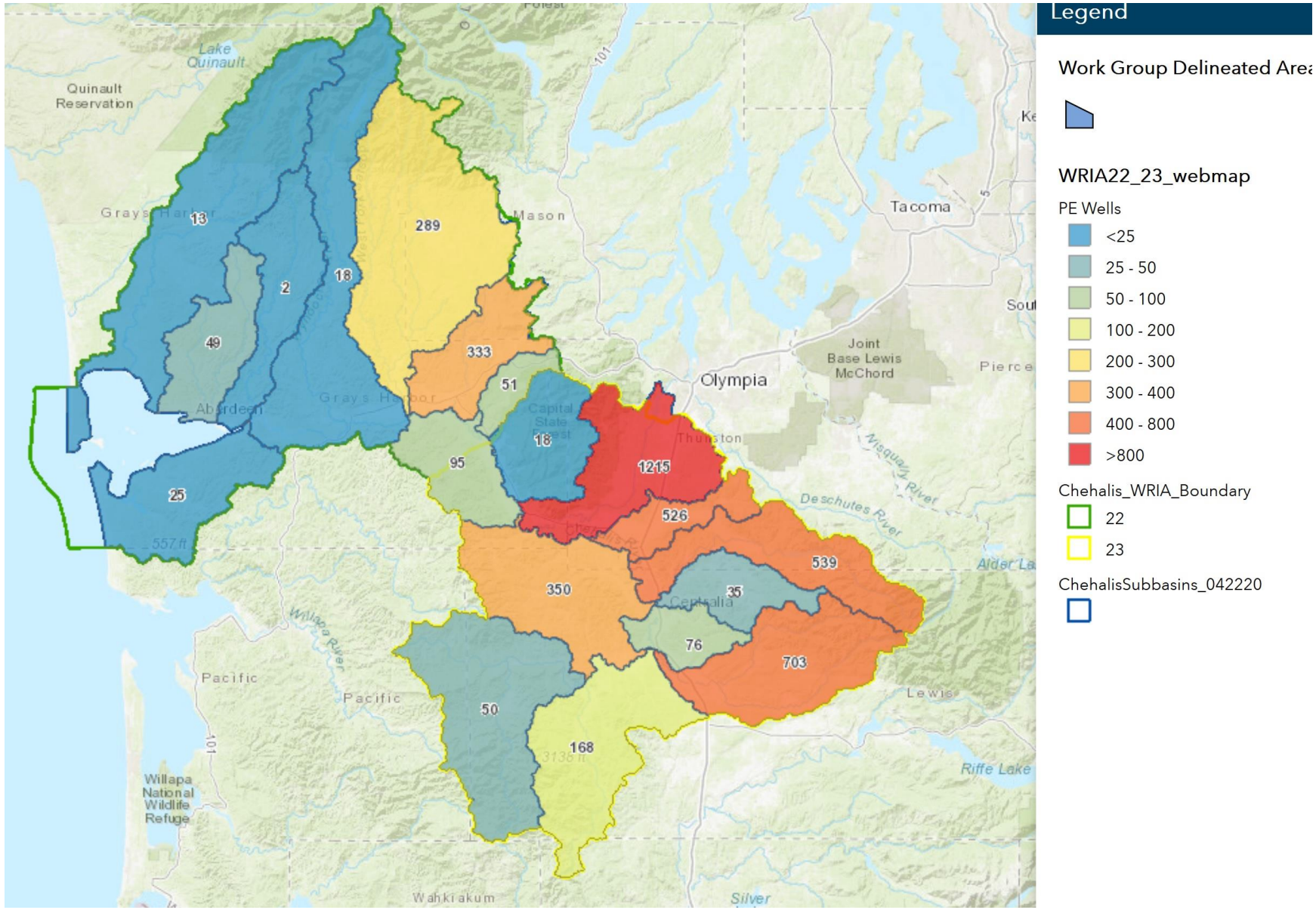
- Concerns for the Chehalis Basin
  - Exempt wells are usually drilled in shallow aquifers
  - Population growth may lead to increased number and density of exempt wells
  - Use of these wells will potentially draw down surface water affecting stream flow
  - Potential impact on surface water rights

What is Required by Law?

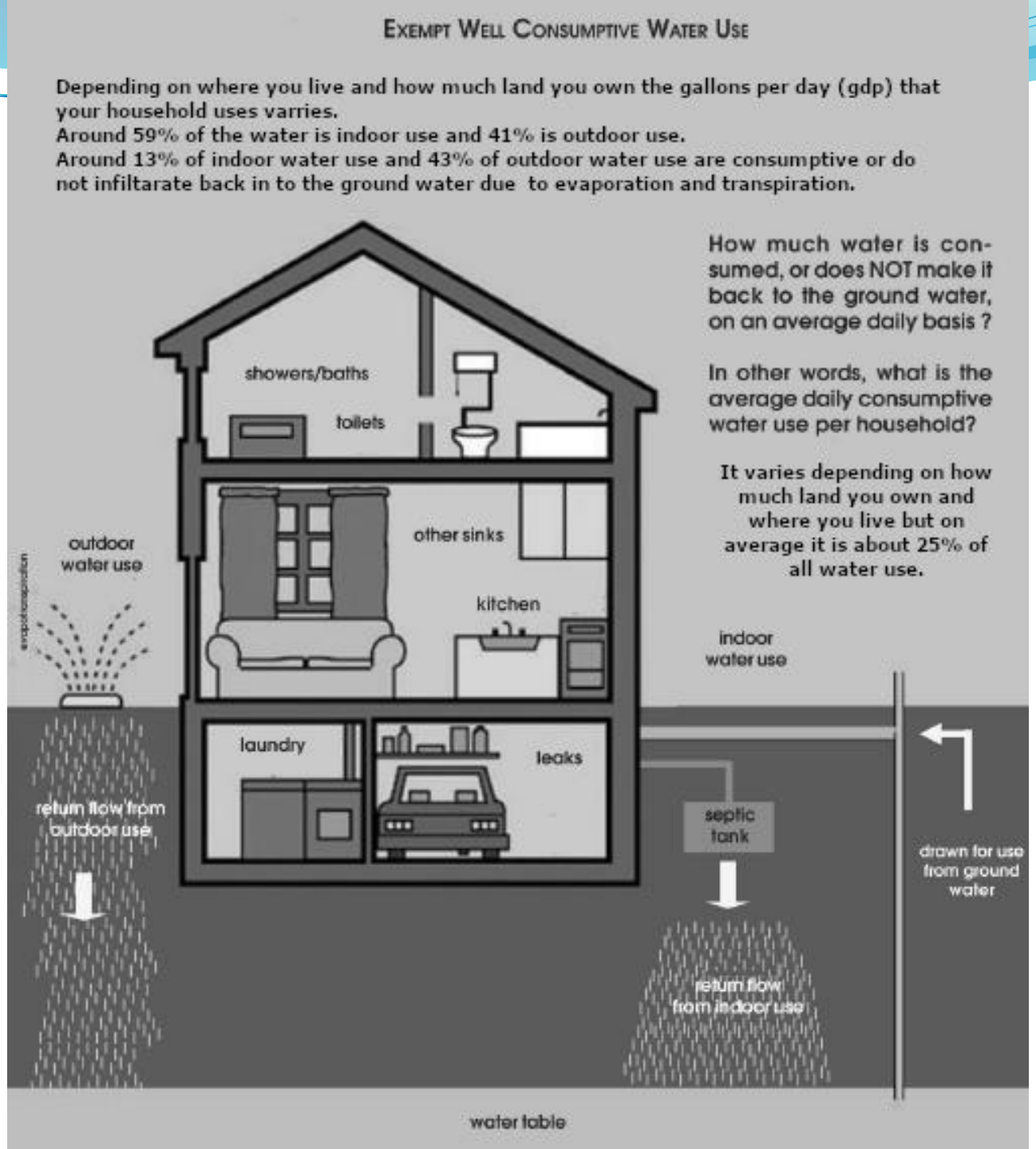
- 20-year projection for ***new*** permit-exempt well connections
- 20-year ***consumptive domestic water use estimate*** from new permit-exempt well connections
- Impact assessment for streamflow
- Projects and actions to ***offset estimated consumptive use*** and meet Net Ecological Benefit
- Net Ecological Benefit evaluation

Deadline: Plan must be approved by CBP and adopted by Ecology before Feb 1, 2021 or Ecology must begin formal rule-making.

Exempt Well Distribution in the Chehalis Basin



Demonstration of Consumptive Water Use



Why does this matter to you?

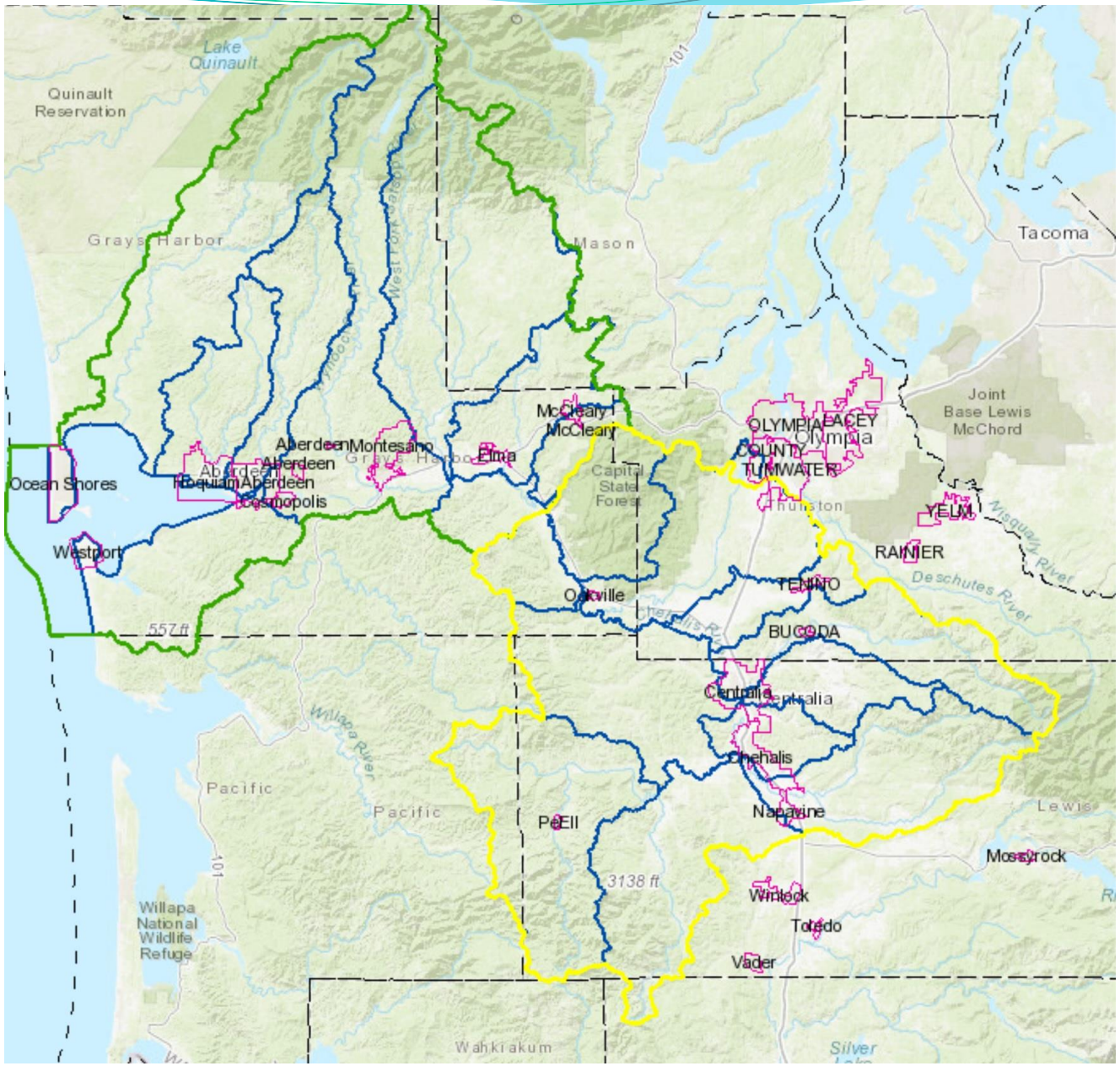
- Plans are not regulatory
- Benefits
  - CBP locally-developed plan vs. Department of Ecology rule making avoids a top-down approach
- Funding is available to implement plans
  - State appropriated $300 million over 15 years to implement offset projects
  - Chehalis Basin received a grant for stormwater facility in Rochester (2019)
  - Several grant proposals in current round

Status of Plan and Results

- 19 subbasins delineated
- Permit-exempt well connection projections = **4,555** by 2040
- Consumptive domestic use from projected permit-exempt wells
  - **0.70** cubic feet per second
  - **504.8** acre-feet per year
- Offset projects under development
  - Water offsets
  - Net Ecological Benefit

Map of 19 Chehalis Subbasins

Where are you on this map?



Types of Offset Projects

- Water offsets
  - Water right acquisitions
  - Storage (off-channel/in-channel)
  - Water re-use
  - Managed aquifer recharge
  - Conservation

- Net Ecological Benefit Projects
  - Aquatic habitat restoration/protection
  - Water quality projects
  - *Some water offset benefit may also be contributed*

Water Offset – Storage

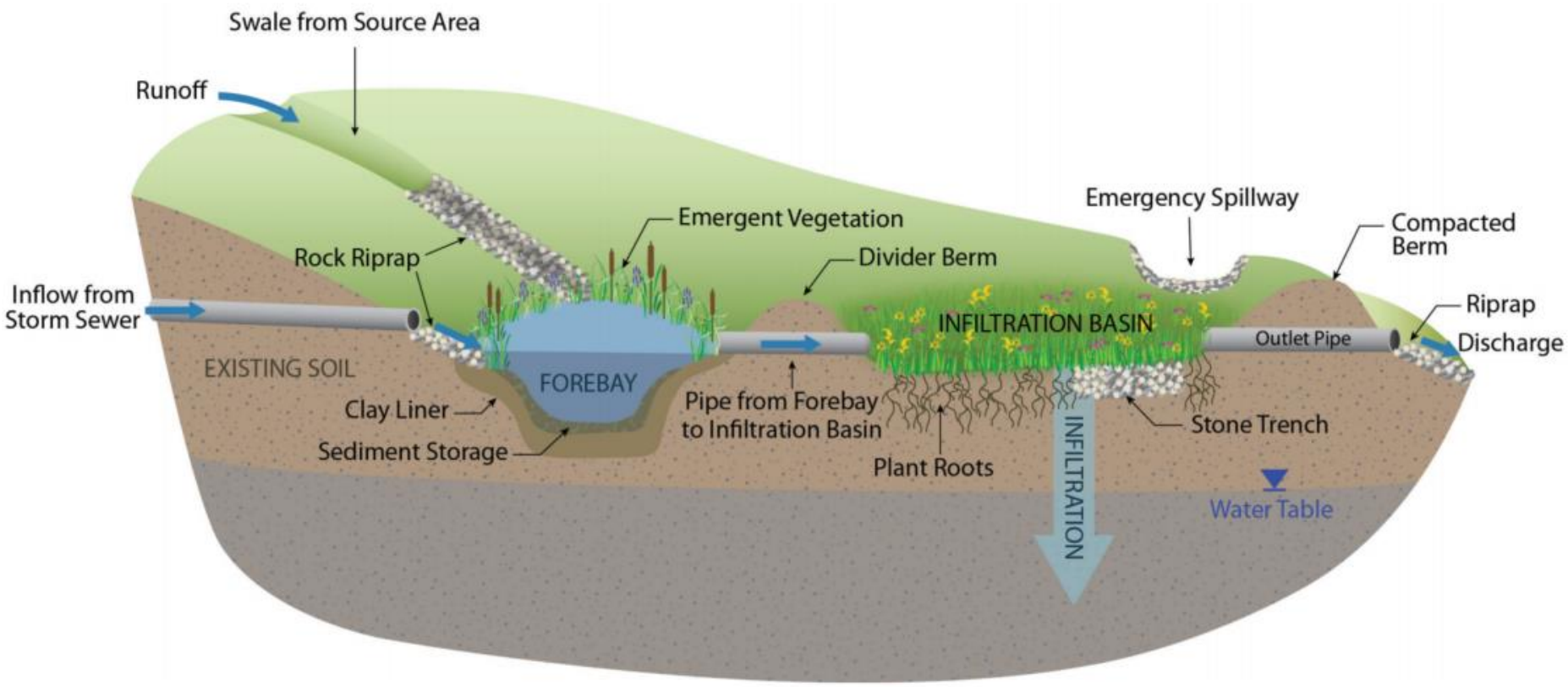
Off -Channel Example

In –Channel Example

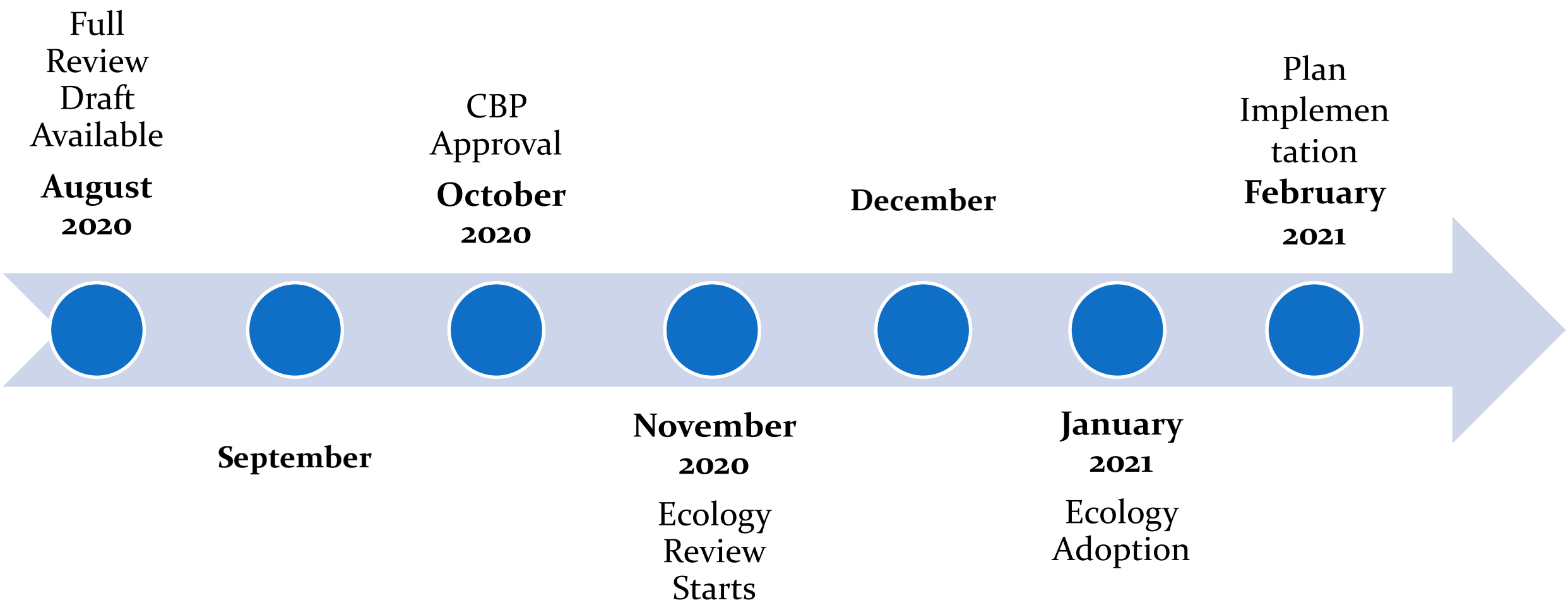
Water Offset – Water Re-Use

Water Offset – Managed Aquifer Recharge

Infiltration Pond Example



Schedule for CBP Plan Review/Approval



Questions?

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mr. Mayor:	Hon. Pete Schave
The Members of Your Committee On:	Finance
To Whom was Referred:	Community Development Director
RE:	**Recommendations for Funding for the Coronavirus Relief Fund (CRF) Small Business Grant Agreement**

REPORT AND RECOMMEND AS FOLLOWS:

Background:

May 20, 2020	Washington State Department of Commerce send letter to the City of Aberdeen notifying us that we have received $506,400 in grant funds to help with the effect of the Coronavirus.
May 27, 2020	Aberdeen City Council recommend staff to establish a small business grant program using up to $2000,000 of CRF monies to assist small businesses effected by the Coronavirus.
June 10, 2020	City Council passes Resolution 2020-10, an Interagency Agreement with Washington State Department of Commerce for CRF Funds.
June 12, 2020	Mayor Pete Schave signs the contact for CRF funds.
June 15, 2020	City of Aberdeen receives authorization to proceed with the small business grants.
June 16, 2020	City staff advertises for the small business grants and sets the deadline for applications for Friday, June 26th at 5:00 pm.
June 29, 2020	44 applications for assistance were received. One application was received after the deadline.
June 29, 2020-July 17, 2020	Staff reviews applications, requests additional information and verifies grant requirements.
July 20, 2020	Staff prepares a packet of 13 applications for the Good Neighbors Revolving Loan Fund Committee to review. There were only 13 applicants, of the 44 who have not received some type of funding for business loss. After reviewing the grant requirements, it was staff's assessment that only those applicants who had not received funding through another source were eligible for the small business grants from the City.

The Good Neighbors Revolving Loan Fund Committee, comprised of Tony Enzler (Bank of the Pacific), Tom Quigg (Windermere Real Estate), Wil Russoul (Aberdeen Main Street Executive Director) and Stephanie Bennett (Steam Donkey Brewery) were given the task of reviewing 13 of the applications.

The majority of the Committee has recommended that the City issue contracts for funding for the 13 qualified applicants. Listed under exhibit A is the list of the 13 applicants along with the funding amounts.

Three of the four committee members strongly believe and have also requested that the City take a harder look at the Coronavirus Relief Fund to fund those businesses that have received assistance. They believe that 1) There is not any business or entity that can claim it hasn't been affected by the pandemic, either positive or negative; 2) the application asks if the businesses have received any State or Federal funds, however most of the 13 have received Covid related assistance in the form of loan restructuring or loan payment deferrals; 3) the list of the 13 are businesses who have not received funds for COVID as of yet, but may likely have SBA EIDL pending or other SBA related funds pending that could be approved if the Federal CARES act is extended.

Listed under Exhibit B is a list of the 44 applications (in its entirety) and what they would qualify for, it the previous funding requirement were lifted. I have highlighted the 13 applicants that are recommended for funding for the 1st round.

Listed under Exhibit C is the draft contract that each of the businesses will have to sign in order to receive funds.

Therefore, it is recommended that the City Council authorize the Mayor to execute 13 contracts for Coronavirus Relief Fund Small Business Grants for a total of $77,432.

Lisa Scott

Lisa Scott, CD Director

Chair

Reported: July 29, 2020

Adopted: July 29, 2020

EXHIBIT A

CITY OF ABERDEEN SMALL BUSINESS GRANTS 2020 (CARES ACT)

BUSINESS NAME	CURRENT LICENSE	FINANCIAL STANDING	LOCATION	NUMBER OF EMPLOYEES	FINANCIAL STATEMENTS	PREVIOUS COVID ASSISTANCE
Amore	Yes	OK*	City	11	$ 10,000.00	No
Brazilian Jiu-Jitsu	Yes	Good	City	1	$ 1,173.00	No
D & R Event Center	Yes (JJY)	OK*	City	4	$ 10,000.00	No
D & R Theater	Yes (ZEE)	OK*	City	11	$ 10,000.00	No
Elks, Aberdeen	Yes	Good	City	7	$ 10,000.00	No
Grand Heron	Yes	OK*	City	Volunteer's	$ 1,119.00	No
Heron Street Attic	Yes	Good	City	0	$ 467.00	No
Ricks Simpson Ave. Saloon	Yes	Good	City	5	$ 10,000.00	No
Rock Construction	Yes	Good	City	7	$ 10,000.00	No
Spargo's	Yes	Good	City	1	$ 3,070.00	No
The Shirthouse	Yes	Good	City	2	$ 4,513.00	No
Tressa's Salon	Yes	Good	City	1	$ 1,534.00	No
VFW	Yes	Good	City	8.5	$ 5,556.00	No
Total					**$ 77,432.00**	

RULES FOR ELIGIBILITY

1) Current City of Aberdeen Business License (have to been in business for at least one year prior to March 1, 2020)
2) Good financial standing (paid full for taxes, license fee, inspection fees, utilities, etc.)
3) Have a physical business location in Aberdeen.
4) No more than 20 FTE employees
5) Business is eligible to receive funds from US Small Business Administration.
6) Ability to demonstrate a loss of business from COVID-19.
7) Ability to prove you have been profitable in the past.
8) Businesses who have not received any funding for COVID-19 expenses are eligible.

* Businesses who have had past delinquencies but are current today.

EXHIBIT B

CITY OF ABERDEEN SMALL BUSINESS GRANTS 2020 (CARES ACT)

BUSINESS NAME	CURRENT LICENSE	FINANCIAL STANDING	LOCATION	NUMBER OF EMPLOYEES	FINANCIAL STATEMENTS	PREVIOUS COVID ASSISTANCE
Aberdeen Office					$ 10,000.00	Yes
Amore					$ 10,000.00	No
Andy's Lock & Safe					$ 4,171.00	Yes
Atwood Autobody					$ 3,841.00	Yes
Bill's Design					$ 10,000.00	Yes
Brazilian Jiu-Jitsu					$ 1,173.00	No
Bryan & Son's					$ 10,000.00	Yes
Cake Cakes					$ 5,000.00	Yes
Cascade Driving School					$ 7,585.00	Yes
Crowley Marine					$ 8,369.00	Yes
D & R Event Center					$ 10,000.00	No
D & R Theater					$ 10,000.00	No
Desert Sun					$ 10,000.00	Yes
Dr. Todd Johnson					$ 10,000.00	Yes
Dr. Weyrich					$ 4,846.00	Yes
Dr. Sean White					$ 7,765.00	Yes
Dunsire's					$ 10,000.00	Yes
Elks, Aberdeen					$ 10,000.00	No
Grand Heron					$ 1,119.00	No
Grays Harbor Stamp					$ 10,000.00	Yes
Happy at Home					$ 2,946.00	Yes
Harbor Blooms					$ 10,000.00	Yes
Heron Street Attic					$ 467.00	No
Mount Olympus					$ 9,440.00	Yes
NW Collision					$ 3,879.00	Yes
Oceana Spa					$ 10,000.00	Yes
~~Ocean Palace~~					~~$ -~~	~~Made money no qual.~~
Pacific Coast Contracting					$ 10,000.00	Yes
Rainier Lanes					$ 10,000.00	Yes
Redvivia					$ 10,000.00	Yes
Ricks Simpson Ave. Saloon					$ 10,000.00	No
~~Scoops~~					~~$ -~~	~~Not Eligible~~
Rock Construction					$ 10,000.00	No
Seaport					$ 10,000.00	Yes
South Shore Properties					$ 10,000.00	Yes
Spargo's					$ 3,070.00	No
Steinman Insurance					$ 7,145.00	Yes

Tap Room					$ -	Yes-Incomplete Info.
~~The Liberty Store~~					~~$ -~~	~~Not Eligible-City Emp.~~
The Shirthouse					$ 4,513.00	No
Tinderbox					$ 4,839.00	Yes
Tressa's Salon					$ 1,534.00	No
~~Upick Process Service~~					~~$ -~~	~~Not Eligible Late~~
VFW					$ 5,556.00	No
Waugh's					$ 10,000.00	Yes
					$ 297,258.00	
					$ (77,432.00)	
					$ 219,826.00	

EXHIBIT C

CORONAVIRUS RELIEF FUND (CRF) SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the **CITY OF ABERDEEN**, a municipal corporation, hereinafter referred to as the **"CITY"**, and the _____, hereinafter referred to as the **"RECEPIENT"**.

WHEREAS, the Good Neighbor's Revolving Loan Fund Committee of the City of Aberdeen has reviewed applications for the **CORONAVIRUS RELIEF FUND SMALL BUSINESS GRANTS** and recommended that the RECEPIENT be awarded a grant to pay expenses for a portion of funds lost due to the COVID-19 Public Health Emergency.

WHEREAS, the City Council has determined that **RECEPIENT** should be awarded a grant from the City's CORONAVIRUS RELIEF funds;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **GRANT**. Subject to all of the terms, provision and conditions of this Agreement and subject to the availability of funds in the **CRF** Grant funds, the **CITY** will grant the amount of _____ to the **RECEPIENT**. This **CITY** will transfer the funds to the RECEPIENT in one lump sum payment upon execution of this agreement.

2. **ACKNOWLEDGMENT OF FEDERAL FUNDS**. Funds under this agreement 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.

   "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. **AGREEMENT 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 Agreement.

   The Representative for the CITY and their contact information are identified on the last page of this Agreement.

The Representative for the **RECEPIENT** and their contact information are identified on the last page of this Agreement.

A. I, as representative for the **RECEPIENT**, have the authority to approve this grant agreement.

B. I understand that as additional federal guidance becomes available, an agreement amendment may become necessary.

C. I understand that the **CITY** will rely on this certification as a material representation in processing this agreement.

D. I certify the use of funds requested from the Coronavirus Relief Funds under this agreement were used only to cover those costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

2. Were incurred during the period that begins on March 1, 2020, and ends on May 31, 2020.

E. 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 Treasury and certify costs meet the required guidance. Any funds expended by the **RECEPIENT** in any manner that does not adhere to official federal guidance shall be returned to the City of Aberdeen.

F. I understand the **RECEPIENT** receiving funds pursuant to this certification shall retain documentation of all uses of the funds. Such documentation shall be produced to the CITY upon request and may be subject to audit by the State Auditor.

G. 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.

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

4. **TERMINATION, RECAPTURE OF FUNDS AND <u>DEBARMENT</u>**

A. Contractor, defined as the primary participant and it 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.

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:

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.

TERMINATION

In the event that the **RECEPIENT** fails to expend the funds in accordance with the provisions of this Agreement, the **CITY** reserves the right to terminate this agreement and/or recapture funds provided under this agreement in an amount equivalent to the extent of the noncompliance. The **CITY's** right to recapture shall exist for a period not to exceed _____ years following expiration or termination of this Agreement. In the event the **CITY** is required to institute legal proceedings to enforce the recapture provision, the prevailing party shall be entitled to its costs thereof, including reasonable attorneys' fees.

5. NOTICE. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addresses as follows:

CITY OF ABERDEEN
Community Development Department
200 East Market Street
Aberdeen, WA 98520
Contact: Lisa Scott, Director
Email: lscott@aberdeenwa.gov
Phone: (360) 537-3238

RECEPIENT
Business Name:
Address:
City, State, Zip:
Contact:
Email:
Phone:

6. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: _____

RECEPIENT

_____

Name, Printed

_____

Signature

CITY OF ABERDEEN

_____

Hon. Pete Schave, Mayor

_____

Attest: Patrice Kent, Corporation Counsel

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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: **Contract negotiations with Express Employment Professionals for contracted staff to provide Routine and Frequent Cleaning**

Reports and recommendations as follows:
On July 16, 2020 the City of Aberdeen sent out a Request for Qualifications for an Employment Agency to provide qualified staff to perform Routine and Frequent Cleaning as required by the Governor's Office in the Safe Start Guide for Businesses. The Safe Start Guide states:
Routine and frequent cleaning
• *Establish a housekeeping schedule that increases the frequency of cleaning and sanitizing with a particular emphasis on commonly touched surfaces.*

• *Frequently clean and disinfect high-touch surfaces at locations and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and restrooms. You must provide sanitation workers appropriate PPE for these tasks and train them on work expectations. If these areas cannot be cleaned and disinfected frequently, you must shut down these locations until your worksite can achieve and maintain these measures.*

Express Employment Professionals was the only responsive RFQ received. They meet the qualifications outlined in the RFQ.

These expenses are eligible for reimbursement by both FEMA and Commerce Coronavirus Relief Funds, in response to the COVID-19 Public Health Emergency.

***Recommend as follows*:**
It is recommended that the City Council authorize the Mayor to negotiate a contract with Express Employment Professionals for staff to provide Routine and Frequent Cleaning in compliance with the Governor's Safe Start Guide for Businesses.

Stacie Barnum, ~~Parks~~ Director

Debbie Ross, Chair

Kati Kachman, Vice Chair

Reported: July 29, 2020

John Maki

Adopted: _____

Dee Anne Shaw

FINANCE COMMITTEE REPORT

City of Aberdeen

Parks and Recreation Department
200 East Market Street • Aberdeen, WA 98520-5242
Phone (360) 537-3229 • email • sbarnum@aberdeenwa.gov
Fax (360) 537-3350 • TDD (360) 533-6668

City of Aberdeen
Request for Qualifications
Employment Agency

Submitted July 16, 2020

Stacie Barnum, Parks Director at sbarnum@aberdeenwa.gov

On February 29th, Governor Jay Inslee declared a State of Emergency due to the COVID-19 pandemic. On June 20th, 2020 Governor Jay Inslee's office released the Safe Start Guide for Washington agencies and businesses. This guide outlines requirements for businesses and agencies to follow in response to the public health emergency. Included in these requirements are:

Routine and frequent cleaning

- *Establish a housekeeping schedule that increases the frequency of cleaning and sanitizing with a particular emphasis on commonly touched surfaces.*
- *Frequently clean and disinfect high-touch surfaces at locations and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and restrooms. You must provide sanitation workers appropriate PPE for these tasks and train them on work expectations. If these areas cannot be cleaned and disinfected frequently, you must shut down these locations until your worksite can achieve and maintain these measures.*

Only qualified individuals or firms with prior experience providing temporary employees for local businesses will be considered for this Request for Qualifications. The City of Aberdeen will rate proposals based on the following factors:

- Responsiveness to the requirements set forth in this Request for Qualifications
- Relevant past performance/experience
- References
- Ability to provide up to 6 qualified staff that have the ability to: pass a background check; and have a valid Washington State drivers license
- Ability to comply with the requirements set forth in the City's contract with Washington State Department of Commerce in receipt of CRF through the CARES ACT which include:
  - 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
  - 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.
  - Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
    - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    - 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;
    - 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
    - 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.

SCOPE OF WORK:

- The City of Aberdeen is looking for temporary employees to perform the following duties:
    - Provide cleaning of high touch areas at the following City facilities: City Hall, Public Works Maintenance Shops, Parks Maintenance Shop, Outdoor Parks, Police Department, and Municipal Court
    - Work is generally Monday through Friday from 8:00 a.m. to 5:00 p.m. with a 1 hour lunch and two breaks; with occasional work in the evenings and/or on weekends
    - Provide cleaning in our park system including: sports fields, dugouts, restrooms, bleachers, and picnic shelters

1. Bidder's intent on submitting a proposal should so notify the representative identified on the cover page no later than **July 17, 2020 by 4:00 p.m.**

2. Bidders must list at least three (3) references for businesses within Grays Harbor County that temporary employees were provided for.

3. A summary proposal must be provided that is not more than 2 pages. This summary proposal must provide experience, references, and ability to provide up to 6 temporary employees to perform the Scope of Work.

4. A price proposal must be provided that is not more than 1 page.

5. Proposals must be signed by a representative that is authorized to commit the bidder's company.

6. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation.

7. Proposals must be received prior to **4:00 p.m.** on **Tuesday, July 21st, 2020** to be considered. Send to Stacie Barnum, Parks Director at sbarnum@aberdeenwa.gov.

8. Proposals must remain valid for a period of 28 days.

9. City of Aberdeen will follow up with firms to have more in-depth discussions with, and anticipates making an award to one of these "down-selected" or firms.

10. The City of Aberdeen reserves the right to reject any or all Statement of Qualification submissions, to waive minor deviations from the specifications, to waive minor informalities in SOQ process whenever it is in City of Aberdeen's best interest, and to accept or reject all or part of this Request for Qualifications.

11. Bidder must have the ability to comply with all requirements in the Washington State Department of Commerce Coronavirus Relief Funds Contract with the City of Aberdeen (a copy of the Contract is included in bidder packet).

City of Aberdeen, Parks Department, reserves the right to award to the submitter that presents the best SOQ to the City of Aberdeen determined solely by the City of Aberdeen in its absolute discretion.

July 21, 2020

Express Employment Professionals of Aberdeen ("Express") is pleased to present this proposal to the City of Aberdeen ("City") for Sanitizers per their Washington State Department of Commerce ("Commerce") contract for "*disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency*" (Paragraph 2(C) of Attachment A, Scope of Work)

As you choose a staffing firm to fulfill the important sanitizing role in the contract, we understand the importance placed on the awarded firm's ability to staff and retain sanitizers who are deemed capable and committed to performing the work without incident and to fulfill all reporting details required by Commerce.

Express Employment Professionals has been serving the local Grays Harbor business and job seeker community since 2002. Since inception, over 20,000 job seekers have registered with Express Aberdeen. Today over 500 associates are active in our database. So far in COVID-impacted 2020, we have fulfilled over 1,000 assignment requests at 83 different companies in Grays Harbor and Mason Counties. Last week 130 individuals received paychecks. In summary, Express has the size, experience and breadth to fulfill a request for 6 sanitizers for the City of Aberdeen.

Express is ISO certified and has a 10-step selection process that every candidate completes before they are dispatched. Each candidate must also provide at least two positive references and provide the necessary documentation to determine their eligibility for employment through the federal government's E-verify system. We are also able to adhere to the City's background check criteria and drug screen policy. We will obtain a driving abstract before dispatching our associates. Express ensures a process is in place so that every candidate matches the criteria set forth by the City.

We have an innate desire to learn about the job seeker and place them with companies where they will be successful. Having a well tenured staff has helped us accomplish this feat. The staff is continually educated about HR and federal and state employment laws, safety and OSHA regulation, and compliance with EEOC to ensure our clients are never compromised.

Express is a locally owned and operated staffing and recruiting franchise. With Express, you get the strength of one of the world's largest staffing firms with the commitment of local owners Reid and Kathy Bates. Our mission is to serve our community by helping people find good jobs and helping companies find good people. Our owners and employees are active volunteers and contributors in this community.

In response to your request for references, we invite you to speak with the following client representatives:

Pasha Automotive: Pasha has been a client of Express since 2009 and requires us to recruit candidates, conduct background checks, drug screens, and obtain driving records that fit with their insurance criteria before our associates can be dispatched as Auto Processors. Penny Eubanks is the General Manager. Her business number is 360-533-4004, cell is 360-470-4745, and e-mail is penny_eubanks@pashanet.com.
Simpson Door: Express recruits and places production workers that fit the background check and drug screening criteria of Simpson Door Company in McCleary. They also gave us our most recent request for Sanitizers. Dory Chase is the Human Resources Manager most familiar with our work. Dory's business number is 360-495-2076, cell is 360-500-6106, and e-mail is dory.chase@simpson.com. We have had a partnership with Simpson Lumber and its affiliates since 2003.
Hesco Armor, LLC: Express has been providing staff in production and office roles since Hesco was originally formed as Reed Composites in 2012. Our associates must match their specific background criteria and drug screening policy. Micah Carey is the General Manager and can be reached at (360) 637-6867 or via email at micah.cary@praesidiad.com.
Alta Forest Products: Express has been staffing Alta and their previous owner, TMI Crane Creek, since 2003. We also now staff for their Shelton mill. Tony Griffith is our primary contact with Alta Forest products. His business number is 288-2234x205, cell is 360-520-4966, and his e-mail is tonygriffith@altafp.com.

Of course, we have also been a provider to the City of Aberdeen in several departments over the years. We look forward to assisting you with this important work!

Express and the City currently have a contract in place for the work being done by Express associates. We furthermore accept and will comply with all requirements in the Washington State Department of Commerce Coronavirus Relief Funds Contract with the City of Aberdeen.

Pricing Quotation:

Although the project for COVID-19 with the local government entity is federally funded, there is no indication that wage and hour compliance is governed by the Services Contract Act. The funding appears to cover budgetary items involved in the project for the City's discretionary spending. We recommend you consult with your Contract Lead to determine if standard or Service Contract Act wages apply. We are providing a quote for both standard wage and Services Contract Act wage scenarios.

	Standard Wages	Services Contract Act Wages
Pay Rate	$13.50	$15.43
Fringe Benefit	-	$ 4.54
Total Pay per hour	$13.50	$19.97
Bill Rate to City	$22.28	$32.56

The bill rate is all inclusive of wages, payroll taxes (FICA, FUTA, SUTA), sick leave, worker's compensation premiums and costs associated with hiring and screening.

Respectfully Submitted:

Reid Bates, Franchise Owner
Express Employment Professionals - Aberdeen

2020

Safe Start Guide

Phased reopening of Washington state agencies

Department of Health | Department of Labor and Industries | Governor's Office | Office of Financial Management State Human Resources

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Introduction

This guide provides clarity and describes the requirements and guidelines agencies need to take as the state reopens, and is consistent with Gov. Jay Inslee's Safe Start direction to all Washington businesses and organizations.

We will model the way by slowly turning the dial, and using data and science in how we implement our safety practices for the ultimate goal of COVID-19 prevention.

Our guiding principles:

- Make sure employee and customer safety comes first.
- Use the best public health and safety practices.
- Provide timely and equitable public service.

To apply these principles, we need to implement agency requirements and guidelines that allow adaptability in a safe and responsible manner. Our main goal is to keep our employees and customers safe and healthy while we continue the work of government and minimize the spread of COVID-19.

This includes requiring employees to comply with all safety and health practices and standards that the employer establishes. Employees will contribute to a healthy workplace. This includes not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others.

The Washington State DOH, L&I, and OFM State Human Resources/Governor's Office partnered with agency leaders to create this guide. The guide does not take the place of general health and safety requirements issued by these agencies or other authorizing sources. It is designed to provide clarity for state agencies in applying COVID-19 related requirements.

This guide lays out the key parts to our reopening strategy and how we can maintain state agency worksites:

How to prioritize and open services

The COVID-19 pandemic has changed the way we work. While we have learned a great deal about our capacity to perform many of our functions through telework and technology, we need to keep prioritizing that approach when it makes business sense *and* when it helps us minimize the spread of COVID-19.

To safely reopen, your Safe Start plan must include ongoing support of a workforce that can continue to accomplish business outcomes through telework, while identifying the work employees must do on premise worksites, and/or a hybrid of the two.

You must identify service delivery needs or gaps to determine what part of the workforce needs to be maintained and/or returned to worksites. You also need to implement safety measures on how to prepare employees, customers, equipment, supplies, and facilities.

Requirements and Guidelines

Assess what business objectives are being met through telework and technology

- Continue to provide services where teleworking employees meet service and performance expectations.
- Maximize the use of telework and technology to meet business needs. If an employer or business partner doesn't need to be at a state worksite to perform all or some of their duties, support them achieving their work objectives at their telework site.
- Follow OFM State HR guidelines for the use of telework when an employee who is required to be on site is temporarily unable to work onsite due to COVID-19 symptoms, exposure, or infection. This will occur when the person feels healthy enough to achieve assigned work objectives.

Determine what services the agency is not providing beyond the COVID-19 emergency response

- Prioritize which service gaps to close based on agency mission and objectives.
- Determine which service gaps you close through expanded telework and technology solutions.
- Establish a plan to close those gaps.
- Determine which service gaps require an employee to be onsite to close.
- Determine which employees must perform some or all of their work on site to achieve those services.
- Establish a staged approach, for employees to return to worksites, that allows the agency to meet reopening requirements outlined in this guide.
    - Make sure the plan considers the agency's need for and access to face coverings, equipment or other personal protective equipment to meet expectations.

How reopening guidelines change by county

- Each county may differ in how far along it is in the reopening process. Some counties are more open than others (based on a county's Safe Start application variance process). In many cases, this guide is aligned with those variances.

- If you have worksites or operations in **a more restrictive county,** follow local public health guidelines, updated direction from DOH, L&I, OFM, or the Office of the Governor, and consult with your assigned assistant attorney general.
- If you have worksites or operations in a **less restrictive county,** you may proceed with your plan to reopen those sites as long as you follow the requirements in this guide. The phases in the governor's Safe Start plan act as a minimum standard for how counties can reopen. As state organizations, we will take a cautious approach to the phases because each phase has unique aspects to consider. Businesses and organizations in counties may open at a faster pace than the field offices or agencies as we take the appropriate steps to safely return employees back to worksites and provide services to Washingtonians.

Resources

Sample re-entry documents

- Department of Retirement Systems Re-entry Plan
- Department of Labor and Industries Re-entry Strategy
- Department of Labor and Industries Re-entry Plan
- Department of Health Re-entry Plan

How to prepare your facility

Occupancy, physical layout, staggering shifts, the flow of people, and sanitation of the worksite are all important components of a staged reopening and maintenance plan to keep people safe and productive.

Requirements and Guidelines

Make sure to complete cleaning, sanitation, HVAC system preparation and maintenance, and physical layout preparation before employees return to specific worksites and facilities.

Co-located agencies

When agencies are co-located in a facility, agency leaders must coordinate to align practices for access and entry points, shared space/common areas, and PPE for employee, customer, and business partner health and safety.

Mandatory social distancing

Employers must make sure all employees keep at least six feet away from co-workers and the public, when feasible. Other prevention measures are required such as using barriers to block sneezes and coughs and improving ventilation. This could include enhancing ventilation in common areas, increasing the amount of outdoor air coming into the building, and running the system longer than normal when social distancing isn't feasible.

- Prevent gatherings of any size by taking shifts to eat meals, perform activities, or take a break. When two or more people must meet, they must have at least six feet between them.
- Place face shields or sneeze guards throughout the worksite at all places of potential interaction

between service providers and clients.

- Apply methods that could include:
  - Reducing the number of employees, customers, and business partners in or at the worksite at a given time.
  - Controlling movement through choke points, elevators, stairwells, and other limited space areas to maintain social distancing standards or determine adequate PPE.
  - Using expectations for common areas such as bathrooms, kitchens, etc.

Occupancy

Be strategic and deliberate about the number of people present in a worksite. Introduce mandatory social distancing protocol at workstations, common areas, points of entry and exit, and potential "choke" points where physical space gets smaller as people pass through an area and the risk of close contact increases.

While there are fewer concerns for more remote and outdoor worksites, you must still apply applicable occupancy or distancing requirements to commonly used areas and locations where contact is more likely to happen.

Frequent and adequate handwashing

Employees must frequently and adequately hand wash. You must provide and maintain adequate handwashing supplies. Employees must use single-use disposable gloves, where safe and applicable, to prevent transmission on equipment and items that are shared, and discard after a single use.

- Each worksite needs soap and running water for frequent handwashing. Encourage employees to leave their workstations and wash their hands regularly, before and after all client interactions, before and after going to the bathroom, before and after eating, and after coughing, sneezing, or blowing their nose. Worksites that don't have fixed bathrooms must supply portable handwashing stations and supplies.
- Agencies must distribute hand sanitizer with at least 60% alcohol throughout the office location. Increase the number of hand sanitizing stations throughout the facility or worksite. Replenish cleaning supplies frequently. Make sure you also provide hand cleansing supplies in vehicles.

Routine and frequent cleaning

- Establish a housekeeping schedule that increases the frequency of cleaning and sanitizing with a particular emphasis on commonly touched surfaces.
- Frequently clean and disinfect high-touch surfaces at locations and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and restrooms. You must provide sanitation workers appropriate PPE for these tasks and train them on work expectations. If these areas cannot be cleaned and disinfected frequently, you must shut down these locations until your worksite can achieve and maintain these measures.
- In areas visible to all employees and clients, you must post the required hygienic practices. These practices include:
  - Don't touch your face with unwashed hands or with gloves.

- Wash hands often with soap and water for at least 20 seconds.
- Use hand sanitizer with at least 60% alcohol.
- Frequently clean and disinfect touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
- Cover the mouth and nose when you cough or sneeze, as well as other hygienic recommendations by the U.S. Centers for Disease Control.

- Make sure to frequently and appropriately clean and disinfect restrooms throughout the day.
- Tissues and trash cans must be made available throughout the worksite.
- Establish protocol to safely clean equipment and supplies that employees transport to and from work consistent with health standards (laptops, etc.).

Establish protocols to address sick employees

Employers must establish procedures that:

- Require sick workers to stay home or go home if they feel or appear sick.
- Screen employees for signs/symptoms of COVID-19 at the start of the work shift. Identify and isolate workers who exhibit signs or symptoms of COVID-19 illness.
- Temporarily close off all areas where a suspected or confirmed COVID-19 illness sick employee worked or could have touched until you have completed cleaning and disinfection guidelines set by the CDC.
- Keep workers away from areas being deep-cleaned.

Educate employees

Provide employees who will return to a worksite with an orientation and training. Agencies must provide basic workplace hazard education about coronavirus. Make sure employees know:

- The signs, symptoms and risk factors associated with COVID-19 illness.
- How to prevent the spread of the coronavirus at work. This includes taking steps in the workplace to establish social distancing, frequent handwashing and other precautions.
- The importance of hand washing and how to effectively wash hands with soap and water for at least 20 seconds.
- Proper respiratory etiquette, including covering coughs and sneezes and not touching eyes, noses, or mouths with unwashed hands or gloves.

The orientation should also include information that helps the employee understand what to expect when they return to the worksite. This includes:

- Screening requirements.
- Safe entrance and exit to the worksite.
- Changes to work station or site protocol.
- Their responsibility to prevent the spread of COVID-19 and ensure a respectful workplace culture.

- Additional training, support resources, and contact information to assist in successful return to work.
- Information unique to the successful operation of the worksite or position.

Resources

- Additional ideas from L&I for agencies to use for facility preparation: General Requirements and Prevention Ideas for Workplaces
- Communication and language access tools from DOH: Communication Access Tools (midway down the page)
- Employee Return to Worksite Coronavirus Education available through the LMS. Employees will be tasked with confirming their review of the following:
  - Washington State Coronavirus Response (COVID-19)
  - Signs and symptoms of COVID-19 illness
  - COVID-19 illness risk factors
  - Preventing the spread of the coronavirus
  - Effective hand washing with soap and water for at least 20 seconds
  - Proper hygiene practices, including covering coughs and sneezes and not touching eyes, noses, or mouths with unwashed hands or gloves
- Additional online learning resources regarding support during extraordinary times, workplace culture, and diversity, equity and inclusion (DEI) for employees through DES: Resources for Workforce Development
- A resource document on how to keep people front of mind during return to worksite and long-term teleworking efforts: Talking Safety and Well-Being with Employees

Screening

This section represents **additional** DOH guidance to Washington state agencies.

When work and service delivery requires contact with people outside the places we live or telework, screening is a critical part of minimizing the spread of COVID-19. When employees and customers are accounting for symptoms and quarantine to avoid contact with others, the state can more quickly and safely expand service delivery and reopen. Screening exists to keep people safe and healthy by maintaining a safe and healthy workplace.

Screening can be a stressful process for those involved. Developing tools and processes that help to mitigate the stress, increase trust, and connect people to the benefits of health and safety are helpful in creating a more successful screening process.

It is also important to remember that employees are expected to contribute to a healthy workplace by complying with all safety and health practices that the employer establishes. This includes not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others.

Our ability to reduce the impact of COVID-19 — given the number of employees, business partners, and customers involved — warrants us taking a more cautious screening approach that aids safety and health.

Requirements and Guidelines

When is screening required?

- Screening is required for all employees who report to an out-of-home work location where they may be within six feet or less of other people, or in shared space that other people access (bathrooms, dining/kitchen areas, vehicles, etc.).
- Screening must be conducted at the start of the work shift and before the employee, customer, or business partner enters the worksite or state property (vehicle, facility, etc.).
- You do not need to screen employees who are teleworking and not accessing an out-of-home worksite.

What is required during screening?

All screening practices must require employees, customers, and business partners to answer questions related to each singular symptom of COVID-19 (outlined in DOH guidance). This will help determine if the person is experiencing any signs of those symptoms that cannot be attributed to another health condition. Limit questions to those that are related to the job/visit and consistent with business necessity and the federal Americans with Disabilities Act.

As with all practices, employers must avoid disparate treatment of employees during screening based on nationality, race, sex, or any other protected characteristics.

- Agencies may combine certain symptoms as outlined by DOH (the "two or more" section) to use in screening if they have trained health care professionals assist in the screening to make that medical determination.
- Agency must consistently apply standard screening tools to each area of business. This means each person who responds the same way to the same questions will lead to the same results (denied or granted access, secondary screening where applicable, return-to-work process).
- Agencies must write and present their questions related to a 14-day symptom/exposure timeframe, or the current period of time that DOH identified. In the absence of DOH information, please follow CDC information.
- We strongly encourage agencies to document daily employee screenings as an initial part of implementation. This helps employees adapt to the new behavior and get in the practice of checking for each symptom, which includes monitoring their temperature. While each identified symptom needs to be checked by the employee or a screener, the documentation does not require information about each specific symptom. The documenter can record a simple 'yes' to indicate the presence of symptoms or exposure so appropriate action can be taken.
- The agency or worksite must maintain a log where visitors and customers are required to participate in the screening. Encourage visitors/customers to provide their name and limited

contact information so that we can aid others in contact tracing, if needed. This is not intended to override or interfere with any other log practices or requirements an agency follows.

Using a screener

- When an agency determines the need to have a person conduct the screening process for employees or others wanting to gain access to the facility, the screener must be trained in the process, screening tool, and equipment.
- You must provide the screener with necessary PPE and sanitation supplies to minimize their exposure. If the screener is required to check temperatures of people in the screening process, you must provide the screener with a no-touch infrared thermometer.
- If temperatures are taken by the person being screened, all thermometers and related equipment must be sanitized between uses. Disposable thermometer covers are an option to consider, if available.

Choosing a screener

- Clearly identify who will perform screening. There is not a specific classification identified for this work. In some cases, onsite security personnel or contracted personnel are conducting entrance screening.
- If the screener is not a supervisor or manager, consider having a supervisor or manager available for the screener to contact if they have questions or need support.
- Ensure the screener is trained in the screening process and use of PPE and supplies before conducting the screening process.

Secondary screening

- The state requires a secondary screening for high-contact, mandatory coverage, high-risk worksites, such as 24/7 facilities.
- A trained medical professional must conduct a secondary screening.
- A secondary screening helps us further assess an employee who has confirmed symptoms that might indicate COVID-19 or another infectious disease. The result may be to screen "in" an employee who initially indicated a COVID-19 symptom.

What happens when a person passes a screen or is screened out of the workplace?

- When an employee, customer, or business partner has affirmed, through the screening process, that they have no symptoms, they are granted access consistent with the facility or property standards for social distancing, face coverings, PPE, and other safety measures.
- When an employee, customer, or business partner has affirmed they have experienced a qualifying symptom(s) as identified in the screening process, they will be denied access to

the facility or property. This step may involve secondary screening for high-contact, high-risk worksites such as 24/7 facilities.

What happens when an employee is denied access?

- The employer should engage in a conversation with the employee and determine if telework options are available. Telework options should be the priority. If the employee is denied access based on screening, the employer will exhaust options for teleworking for an employee before requiring the employee to take leave.
- If telework options are available and the employee can perform those duties, the employer should send the employee home with telework.
- If there are no telework options, consult with your HR team on how to proceed. If the employee is subsequently diagnosed with the COVID-19 virus, the agency should advise the employee about other state and federal leave options that are available, depending on the circumstances.
- If the employee provides a statement from a medical professional stating that the employee is not ill and the symptoms the employee exhibited are not because of COVID-19, the employer will grant the employee access to the worksite.

When can an employee return to work?

- The employee must:
  - Be without a fever (100.4 or above) for at least 72 hours without the use of fever reducing medication.
  - Be symptom free for at least 10 days since the symptom(s) was identified.
  - Be at or beyond the 14-day quarantine period if there was suspected exposure to COVID-19, or at the point the suspected case's test came back negative.

What happens when someone refuses to be screened?

- If an employee, customer, or business partner refuses to participate in the screening process, they will not be allowed access to the worksite/property.
- Each agency has unique circumstances in managing this situation. Make sure you have protocol in place to respond to this situation and ask your assigned AAG to review the protocol before it is finalized. Include notice of refusal in communications to employees, customers and business partners.

Documentation and records

- You must maintain all documented screening assessments and results consistent with state records and retention laws and policy. This includes following any requirements to safeguard confidential information under other laws, such as HIPAA and the ADA.
- Screening records have the primary purpose of ensuring a safe workplace for agency employees. Categorize these records as Entry/Exit Logs – Facilities (DAN GS 25007) for retention purposes.

(See "Using records retention schedules" on the Secretary of State website under "COVID-19 Screening Records Advice" for more information.)

- If the employer receives a public records request or a request from a union for employee records related to COVID-19, seek advice from your assigned AAG.

Employee notification and orientation

- You must provide employees with the screening tool and process as a part of their orientation before they return to work for the first time, *and* when the tool or practices have changed. The orientation will include information about the level of confidentiality in the screening process and any related documentation.

Customer and business partner notification

- Customers and business partners can review information about the screening tool and process before screening. Agencies are required to provide meaningful language assistance and communication access services about the process.
- The information will include the screening process' level of confidentiality and any related documentation.

Data collection and measurement

- Each agency will provide a monthly report to OFM State HR regarding the percentage of employees in telework status. The initial report will include the percentage of employees who teleworked in April 2020. OFM will provide a reporting template.
- We will establish additional statewide data collection and measurement as we learn more about implementation and can create efficient systems for tracking important indicators of success.

Resources

- Examples of approved screening tools
  - Department of Social and Health Services: COVID-19 Staff Screening Form
  - Washington State Parks: Employee, Vendor, and Worksite Visitor Screening Questionnaire
  - Washington State Department of Transportation: COVID-19 Symptoms Check Form
  - Department of Ecology: Daily Screening Protocol for Supervisors
  - Department of Ecology: Daily Screening Instructions for Employees
  - DOH's updated 24/7 Screening Guidelines
- Communication and language access tools from DOH: Communication Access Tools

Personal protective equipment and safety equipment

Requirements and Guidelines

We require personal protective equipment and other safety equipment in certain circumstances. We will post updated information on face coverings, respirators and PPE advice on www.lni.wa.gov.

Employees and contracted service providers

- Provide PPE such as gloves, goggles, face shields and face masks (when appropriate or required) to employees. At a minimum, you must provide cloth face coverings for employees (when appropriate or required). An employee may choose to use their own cloth face covering if it meets L&I and DOH standards.
- Every employee who doesn't work alone must wear a cloth or equivalent facial covering on the jobsite unless their exposure dictates a higher level of protection under L&I safety and health rules and guidance. Refer to Coronavirus Facial Covering and Mask Requirements for additional details. You also can visit the DOH website to read more about cloth facial coverings.
- We consider someone to "work alone" when they are isolated from human interaction for an extended period of time. How often an employee works alone throughout the day may vary. Examples include:
  - Lone worker in enclosed cab of crane or heavy equipment, vehicle or harvester.
  - Person with a four-walled office or above the head of a four-walled (with door opening) cubicle with no human interaction that breaks the cubicle space.
  - Person in middle of field alone or essentially alone with no anticipated human contact for an extended period of time.
- Some employees might not be able to wear masks or certain types of PPE due to disabilities or medical reasons. If so — and if the employee requests reasonable accommodation — employers must try to accommodate unless it poses an undue hardship. Accommodation could include allowing telework, leave, temporary change in work duties, modified work schedule, enhanced PPE, etc. Work with your HR team and L&P AAGs when needed.
- Service providers that contract with state agencies must follow the same employee PPE standards unless L&I or DOH requirements state otherwise. Agencies must amend contracts as needed to address these expectations, which include informing their employees or involved business partners.
- Employees working with deaf or hard of hearing peers or clients may temporarily remove masks during communicating to accommodate facial expression and lip reading.
- You must provide and maintain adequate supplies to support frequent and adequate hand washing. Use single-use disposable gloves, where safe and applicable, to prevent transmission on equipment and items that are shared, and discard after a single use.

Customers and visitors may be required to wear face coverings and other PPE

- There is not an absolute rule on customer face coverings at this point. Customers should be **strongly encouraged** to wear face coverings to prevent the spread of virus to employees and each other. We will update this guide if this rule changes. Some worksites may require customers to wear cloth facial coverings to increase the health and safety of all customers and employees at the worksite (such as a personal service business).
- Agencies will make sure social distancing or barriers are in place to minimize close contact and identify areas where close contact is still happening. This can help agencies determine if and where face coverings or other PPE is required.
- The CDC and DOH define close contact as someone who was within six feet of someone with COVID-19 for at least 15 minutes.
- If a customer refuses to wear a face covering in circumstances requiring close contact or doesn't allow for social distancing, the agency may specify special scheduling or service provisions that increase the safety of employees and other customers. This will include the customer signing a document acknowledging their refusal and a provision for how they will receive the service they seek to access.
- Agencies will make this part of their reopening and maintenance planning. Agencies must post signs and information with encouraging themes such as, "It feels good to protect myself and others."

Accessing PPE and cloth face coverings

- The Department of Enterprise Services and the State Emergency Operations Center created a system to help agencies secure PPE, cloth face coverings and COVID-19-related cleaning supplies. The DES website outlines the process and we linked it as a resource below.
- The Department of Corrections Correctional Industries will also provide access to some PPE, cloth face coverings, and cleaning supplies. The DOC website outlines the process and we linked to it below.

Resources

- CDC instructions on how to make your own cloth face mask: How to make cloth face coverings.
- CDC guidance for agencies on obtaining and maintaining PPE supply: Strategies to Optimize the Supply of PPE and Equipment.
- Information from DES regarding the contracting and purchasing of PPE: Acquiring PPE and Supplies for Your Agency.
- For PPE and face covering supplies at DOC Correctional Industries, visit washingtonci.com (see Safety Products).

Where these requirements come from

General authorizing sources

- Washington State Coronavirus Response Website: Safe Start Plans and Guidance for Reopening
- L&I Workplace Safety and Health Guidance
- U.S. Department of Labor Guidance on Preparing Workplaces for COVID-19
- DOH Workplace and Employer Resources & Recommendations
- Centers for Disease Control and Prevention: Coronavirus Disease 2019 (COVID-19) and Opening Up America Again
- What to do if you have symptoms but have not been around anyone who has been diagnosed with COVID-19
- COVID-19 symptoms
- CDC guidance document for case investigation and contact tracing

Authorizing sources for prioritizing services

- Additional ideas from L&I for agencies to use for facility preparation: General Requirements and Prevention Ideas for Workplaces

Authorizing sources for facility preparations

- L&I and DOH standards for Washington business requirements: All businesses have a general, legal obligation to keep a safe and healthy worksite for a variety of workplace hazards. In addition, they must comply with the following COVID-19 worksite-specific safety practices outlined in the Governor's 'Stay Home, Stay Healthy' proclamation, L&I's General Requirements and Prevention Ideas for Workplaces, and DOH's Workplace and Employer Resources & Recommendations.
- State of Washington's COVID-19 Reopening Guidance for Businesses and Workers
- CDC Interim Guidance for Business and Employers
- CDC Cleaning Guidelines

Authorizing sources for screening

- Employee Screening Guide
- Secretary of State's COVID-19 Screening Records Advice: See Using Records Retention Schedules

Authorizing sources for personal protective equipment and safety equipment

- L&I Guidelines for Workplace Safety and Health
- CDC Guidance on PPE Usage
- Washington Coronavirus Hazard Considerations for Employers (except hospitals/clinics): Face coverings, masks, and respirator choices.

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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 apply for State RCO Grant for Pioneer Park Little League project**

Reports and recommendations as follows:
The City of Aberdeen, Parks Department, would like to submit a grant application to the Washington State Recreation and Conservation Office through their Youth Athletic Facilities Grant program. The application will be for funding to make improvements to the Pioneer Park Little League Field that include: new restroom; new outfield fencing; and new walkways to restroom. The project cost is estimated at $300,860. The grant request is for $261,900 and the City's match is $38,960. The City's match will include: in-kind labor; donations; and grants. This is a partnership project between the City of Aberdeen and Aberdeen Little League.

The grant application is due by August 10, 2020. Funding awards are in the spring of 2021. If awarded, we plan to begin construction in Fall 2021 with completion in Spring 2022.

***Recommend as follows*:**
It is recommended that the City Council authorize the Mayor to direct staff to apply for a Washington State Recreation and Conservation Youth Athletic Facilities grant for the Pioneer Park Little League Project.

_____
Stacie Barnum, Parks Director

_____
Debbie Ross, Chair

_____
Kati Kachman, Vice Chair

Reported: July 29, 2020

_____
John Maki

Adopted: _____

_____
Dee Anne Shaw

FINANCE COMMITTEE REPORT

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.

This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.

RCO reserves the right to make updates to this template.

Example

RCO GRANT AGREEMENT

Project Name: _____

Project Number: _____

Issuance Date: _____

A. PARTIES OF THE GRANT AGREEMENT.

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {*FundingAgency*} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {*PrimarySponsorNameAddress*} {*SecondarySponsorNameAddress*}, and shall be binding on the agents and all persons acting by or through the parties.

2. The Sponsor's Data Universal Numbering System (DUNS) Number is {*DUNNSNumber*}.

3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

    a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant

Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.

5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

B. PURPOSE OF AGREEMENT.

This Agreement sets out the terms and conditions by which a grant is made from the {*AccountName*} of the State of Washington. The grant is administered by the RCO.

C. DESCRIPTION OF PROJECT.

{*ProjectDescription*}

D. PERIOD OF PERFORMANCE.

1. The period of performance begins on {*StartDate*} (project start date) and ends on {*EndDate*} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

E. STANDARD TERMS AND CONDITIONS INCORPORATED.

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS.

(This is a custom section based on project, program, and sponsor type. See attached spreadsheet of those that may apply.)

G. PROJECT FUNDING.

Example

The total grant award provided for this project shall not exceed {*RCOAmount*}. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

{*FundingTable*}

H. FEDERAL FUND INFORMATION.
(This section only appears if there is federal funding nexus)

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are $750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F–Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.
All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items,"which become part of this agreement.)

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

J. AMENDMENTS TO AGREEMENT.

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by

Example

RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

2. For the purpose of this Agreement, {*WAC…}* shall apply as terms of this Agreement.

3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

{*CustomApplicableManuals*}

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

L. SPECIAL CONDITIONS.
{*CustomSpecialConditionsAsMayApply*}

M. AGREEMENT CONTACTS.
The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Example

{*CustomProjectContacts*}

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT.

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE.

1. Unless otherwise provided for in this Agreement, this Agreement, for project {*ProjectNumber*}, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Signatures:

Sponsor/Date

Recreation and Conservation Office/Date

Example

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STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT

Last Updated: __February 12, 2020__

1. CITATIONS, HEADINGS AND DEFINITIONS.

A) Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B) Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C) Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Example

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term "development project" includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

Example

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

Example

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:

Example

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Example

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

2. PERFORMANCE BY THE SPONSOR.

Example

a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

b. Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

3. ASSIGNMENT.

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

4. RESPONSIBILITY FOR PROJECT.

a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

5. INDEMNIFICATION.

a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor’s agents, employees,

Example

contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Example

g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

6. INDEPENDENT CAPACITY OF THE SPONSOR.

a. The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

b. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

7. CONFLICT OF INTEREST.

a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

b. In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8. COMPLIANCE WITH APPLICABLE LAW.

a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for

Example

construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

ii. Secular Use of Funds. No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

iii. Wages and Job Safety. The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

iv. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

b. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or

Example

propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

c. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

e. Requirements for RTP Subawards.

   i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

   ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.

Example

2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):

    i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,

    ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,

    iii. State Environmental Policy Act,

    iv. National Environmental Policy Act,

    v. National Historic Preservation Act of 1966,

    vi. Governor's Executive Order 05-05,

3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.

4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.

5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

    However, any categorical exemption must meet the standards of and be consistent and allowable by <u>ALL</u> of the following:

    1. the project area landowner(s) legal documents and governing documents (if applicable,
    2. Sponsor's own policies and procedures and rules,
    3. All applicable laws,
    4. RCO applicable policies, manuals and/or other guidance, and
    5. Washington Department of Archaeology and Historic Preservation's rules and policies.

    Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

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Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a)the permitting authority and landowner are not the same, and (b)the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).

7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:

   a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.

   b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .

   c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas

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where project mitigation shall occur, or any other areas that may be affected by project implementation.

d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.

e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

f. Monitoring. RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.

g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.

i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with

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the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.

b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.

   i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.

c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.

d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.

e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.

g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors

Example

working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.

i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

10. RECORDS.

a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records

Example

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.

d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

11. PROJECT FUNDING.

a. Authority. This Agreement and funding is made available to Sponsor through the RCO.

b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .

c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

Example

d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

12. PROJECT REIMBURSEMENTS.

a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

    i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
    ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO;Grant related fiscal transactions are complete, and
    iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

Example

iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.

e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

i. Are verifiable from the non-Federal entity's (Sponsor's) records;
ii. Are not included as contributions for any other Federal award;
iii. Are necessary and reasonable for accomplishment of project or program objectives;
iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property rust relationship and 200.329 Reporting on real property (2013).

Example

13. ADVANCE PAYMENTS.
Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

14. RECOVERY OF PAYMENTS.

a. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

15. COVENANT AGAINST CONTINGENT FEES.
The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

16. INCOME (AND FEES) AND USE OF INCOME.
See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).

b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

Example

c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

   i. The Sponsor's matching resources;
   ii. The project's total cost;
   iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
   iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
   v. Capital expenses for similar acquisition and/or development and renovation; and/or
   vi. Other purposes explicitly approved by RCO.

e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

   i. Grant program laws, rules, and applicable manuals;
   ii. Value of any service(s) furnished;
   iii. Value of any opportunities furnished; and
   iv. Prevailing range of public fees in the state for the activity involved.

f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

17. PROCUREMENT REQUIREMENTS.

a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

   i. Publish a notice to the public requesting bids/proposals for the project;
   ii. Specify in the notice the date for submittal of bids/proposals;
   iii. Specify in the notice the general procedure and criteria for selection; and
   iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
   v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding

Example

cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.

i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

18. TREATMENT OF EQUIPMENT AND ASSETS.

a. Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
iv. Adequate maintenance procedures must be developed to keep the property in good condition.

Example

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

e. Requirements for RTP Subawards.

i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

19. RIGHT OF INSPECTION.

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

20. STEWARDSHIP AND MONITORING.

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

21. PREFERENCES FOR RESIDENTS.

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents, but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

22. ACKNOWLEDGMENT AND SIGNS.

a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

b. Signs.

i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

Example

ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:

i. The fund source;
ii. The percentage of the total costs of the project that is financed with federal money;
iii. The dollar amount of federal funds for the project; and
iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.

a. The following provisions shall be in force:

i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

Example

c. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

d. Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.

a. The following provisions shall be in force:

i. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.

ii. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

iii. Legal Description of Real Property Rights Acquired. The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

iv. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

Example

state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.

b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.

c. Hazardous Substances.

i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:

ii. No hazardous substances were found on the site, or

iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed “clean.”

iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

Example

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release . The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.

a. Long-Term Obligations. This section applies to completed projects only.

b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

Example

i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.

ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.

a. The following provisions shall be in force for this agreement:

i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
b. In a reasonably safe condition for the project's intended use;
c. Throughout its estimated useful service life so as to prevent undue deterioration;
d. In compliance with all federal and state nondiscrimination laws, regulations and policies.

ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

Example

27. RECORDED NOTICE OF GRANT.

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.

a. A corporate Sponsor, including any nonprofit Sponsor, shall:

   i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
   ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
   iii. Maintain sites or facilities open to the public and may not limit access to members.

29. PROVISIONS FOR FEDERAL SUBAWARDS.

The following provisions shall be in force for this agreement:

a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,

Example

12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

Example

g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).

j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying

Example

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

k. Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

l. Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

m. Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

n. Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.

The following provisions shall be in force for this agreement:

Example

a. Liability Insurance. The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

b. Insurance Endorsement. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

c. Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.

d. Notice of Cancellation. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

e. Government Agencies. The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.

f. Sole Duty of the Sponsor. By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the “Land and Water Conservation Fund General Provisions” are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

Example

33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

Example

d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: "You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award." The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor

Example

affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

j. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

 These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

    i. Include qualified minority and women's businesses on solicitation lists.
    ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
    iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
    iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
    v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or $3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

Example

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

Example

s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:

I. Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
II. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is $654.71 per day $81.83 per hour.

w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

Example

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described n the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
2) A description of the purpose, agenda, location, length and timing for the event; and,
3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

aa. State grant cybersecurity.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient' s network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

36. ORDER OF PRECEDENCE.

a. This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

i. Federal law and binding executive orders;

Example

ii. Code of federal regulations;
iii. Terms and conditions of a grant award to the state from the federal government;
iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
v. State Constitution, RCW, and WAC;
vi. Agreement Terms and Conditions and Applicable Manuals
vii. Applicable deed restrictions, and/or governing documents.

37. LIMITATION OF AUTHORITY.

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

38. WAIVER OF DEFAULT.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

40. SPECIFIC PERFORMANCE.

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

41. TERMINATION AND SUSPENSION.

a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

b. For Cause.

Example

i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
   a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
   b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
   c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
   d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

   i. The Sponsor was not in default; or
   ii. Failure to perform was outside Sponsor’s control, fault or negligence.

d. Rights of Remedies of the RCO.

   i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
   ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement , the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
   iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation

Example

is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

iv. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

v. No Waiver. The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

42. DISPUTE HEARING.

a. Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

   i. The disputed issues;
   ii. The relative positions of the parties;
   iii. The Sponsor's name, address, project title, and the assigned project number.

b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

c. Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Example

e. Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

f. All costs associated with the implementation of this process shall be shared equally by the parties.

43. ATTORNEYS' FEES.
In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

44. GOVERNING LAW/VENUE.
This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

45. SEVERABILITY.
The provisions of this Agreement 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 Agreement.

46. END OF AGREEMENT.
This is the end of the agreement.

Example

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RESOLUTION No. 2020-_____

A RESOLUTION AUTHORIZING APPLICATION FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT TO THE RECREATION AND CONSERVATION OFFICE (RCO) AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS.

WHEREAS, the City of Aberdeen Parks and Recreation Comprehensive Plan includes the need for ADA accessible restroom facilities at all City parks

WHEREAS, under the provisions of WWRP, state funding assistance is requested to aid in financing the cost of facility development for the "Pioneer Park Little League Field Project";

WHEREAS, the City of Aberdeen finds it in the best public interest to complete the facility development described in the application to the RCO; NOW, THEREFORE,

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

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for funding assistance;

2. Any fund assistance received shall be used for implementation of the "Pioneer Park Little League Restroom";

3. The city certifies that its share of project funding is committed and will be derived from capital funds, donations, private foundation grants, and general fund in-kind;

4. The city acknowledges that it is responsible for supporting all non-cash commitments to this project should they not materialize;

5. The city acknowledges that any property acquired or facility developed with financial aid from the Recreation and Conservation Funding Board (RCFB) must be placed in use for the funded purpose and be retained in such use in perpetuity unless otherwise provided and agreed to by the city and RCFB;

6. This resolution is part of the formal application to the RCO; and

7. The city provided appropriate opportunity for public comment on this application.

PASSED AND APPROVED on 29th day of July 2020.

_____
Pete Schave, Mayor

ATTESTED:

_____
Patrice Kent, City Clerk
(Corporation Counsel)

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BILL NO. 20 - _____

ORDINANCE NO. _____

AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.

WHEREAS, the rates for solid waste collection and recycling under AMC 13.08 must be adjusted in compliance with the contract between the City of Aberdeen ("City") and Harold LeMay Enterprises, Inc. ("LeMay") ("Solid Waste Contract"); and,

WHEREAS, the Solid Waste Contract provides that the rates may be increased at a rate related to the consumer price index and any increases in the Grays Harbor County disposal costs; and,

WHEREAS, the City no longer acts as the fee collection agent under the Solid Waste Contract, which affects collection for delinquent accounts. **NOW, THEREFORE,**

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

SECTION 1. CODE SECTIONS AMENDED. Aberdeen Municipal Code, Chapter 13.08 is amended as to read follows, with ~~strikethrough~~ as language to be deleted, and <u>underline</u> as language to be added, and if a section is not included it is not amended be this Ordinance:

13.08.075 Locks Required – Downtown Aberdeen Business District – Defined – Charges.

A. All customers using quantity garbage or commercial collection containers shall use containers with locking metal lids. The lock shall be installed and maintained by the collection contractor. The customer shall be responsible for keeping the lids to the containers closed and locked between the hours of 8:00 p.m. and 6:00 a.m. Containers may be temporarily unlocked during said hours while waste material is actually being deposited in the container, provided that no unlocked container shall be left unattended.

C. Customers using quantity garbage or commercial collection containers (1-6 cubic yard boxes, drop boxes, and compactors) which are required to have a lock, or who elect to have a lock installed, will be assessed a fee for installation of the lock by the collection contractors. <u>The rates for installation and collection for containers with a lock are provided in the collection contractor's rate sheet at the Public Works office and posted on the City's website.</u>

13.08.110 Rates for curbside service.

A. *Payment.* All charges for solid waste and recyclable collection shall be collected by any private contractor ("contractor" or "vendor") who provides collection services in accordance with the terms of this chapter.

B. *Delinquency.* In the event a customer does not pay the private contractor by the due date, the customer will be given reasonable opportunity to bring the account current. If the customer does not bring the account current within 30 (thirty) days, and with prior written notice to the customer, the private contractor may suspend solid waste and recyclable service to the customer. If the customer remains delinquent for 60 (sixty) days or greater, the private contractor may remove the solid waste and recycle containers. If the customer remains delinquent in excess of 90 (ninety) days, the private contractor may pursue additional legal remedies including seeking private debt collection services. In any case, when a customer has cured delinquency the private contractor shall resume solid waste and recyclable service.

If service is suspended, the City may determine the premises where suspension occurs to be unsanitary or otherwise non-compliant with building or public nuisance laws. In such case, a lien may be made by the City against the property. Such lien shall become effective upon the filing by the city of a notice of lien in the office of the Grays Harbor County Auditor, which notice shall specify the amount of the charges, the period covered by the charges, and a legal description of the premises. Such lien shall be foreclosed in the same manner as are liens for labor and materials for the improvement of real property.

C. *Rates for Curbside Service.*

Rates for collection services are specified in the contract between the City and the vendor, including any amendments or addenda. The most recent rate schedule is maintained in the Public Works office and is available upon request, or on the City's website. The rate schedule includes, but is not limited to, the following:

- residential and commercial cart services
- permanent and temporary container services
- compactor and drop-box services
- special service charges
- roll-outs due to special circumstances or customer hardship
- special item removal
- lock and cable fee

The tipping fee to be added to the charges for drop boxes is at the rates established by contract with Grays Harbor County and other regulatory agencies for disposal sites

meeting minimum functional standards set by the Washington State Department of Ecology.

No load is to exceed nine (9) tons.

D. *Monthly Billing.* No refund of charges paid shall be made for other than a full calendar month for which service is not required. In the event the city shall combine the billing for solid waste and recyclable collection with the billing for city water and sewer services, the city shall have the right to apply any partial payments on utility bills first to the payment of charges for solid waste and recyclable collection with the balance to be applied toward the payment of remaining current utility charges, in such order as the finance director shall see fit, but lastly to charges for water service.

SECTION 2. PUBLICATION BY SUMMARY. The City Clerk is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and **APPROVED** this ___ day of _____, 2020.

_____
Pete Schave, Mayor

ATTESTED:

_____
M. Patrice Kent, Acting City Clerk

SUMMARY - ORDINANCE NO. _____

AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.

SECTION 1. CODE SECTIONS AMENDED:

- AMC 13.08.075 (Locks Required – Downtown Aberdeen Business District – Defined – Charges)
- AMC 13.08.110 (Rates for curbside service)
    - 13.08.110 (A) Payment
    - 13.08.110 (B) Delinquency
    - 13.08.110 (C) Rates

SECTION 2. PUBLICATION BY SUMMARY. The City Clerk is authorized and directed to publish the summary in lieu of the ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and **APPROVED** this ___ day of _____, 2020.

Signed: __*/s/ PS, Mayor*

Attest: ___*/s/ MPK, Acting City Clerk*

BILL NO. 20 - _____

ORDINANCE NO. _____

AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.

WHEREAS, the rates for solid waste collection and recycling under AMC 13.08 must be adjusted in compliance with the contract between the City of Aberdeen ("City") and Harold LeMay Enterprises, Inc. ("LeMay") ("Solid Waste Contract"); and,

WHEREAS, the Solid Waste Contract provides that the rates may be increased at a rate related to the consumer price index and any increases in the Grays Harbor County disposal costs; and,

WHEREAS, the City no longer acts as the fee collection agent under the Solid Waste Contract, which affects collection for delinquent accounts. **NOW, THEREFORE,**

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

SECTION 1. CODE SECTIONS AMENDED. Aberdeen Municipal Code, Chapter 13.08 is amended as to read follows, with ~~strikethrough~~ as language to be deleted, and <u>underline</u> as language to be added, and if a section is not included it is not amended be this Ordinance:

13.08.075 Locks Required – Downtown Aberdeen Business District – Defined – Charges.

A. All customers ~~in the Downtown Aberdeen Business District~~ using quantity garbage or commercial collection containers~~, as set forth in section 13.08.110(c)(8)~~, shall use containers with locking metal lids. The lock shall be installed and maintained by the collection contractor. The customer shall be responsible for keeping the lids to the containers closed and locked between the hours of 8:00 p.m. and 6:00 a.m. Containers may be temporarily unlocked during said hours while waste material is actually being deposited in the container, provided that no unlocked container shall be left unattended.

~~B. The Downtown Aberdeen Business District shall consist of property located within the following boundaries: from the intersection of "F" Street and First Street, thence westerly along the centerline of First Street to the intersection of First Street and "M" Street, thence southerly along the centerline of "M" Street to the intersection of "M" Street and State Street, thence easterly along the centerline of State Street to the~~

~~intersection of State Street and "F" Street, thence northerly along the centerline of State Street to the point of beginning.~~

C. Customers using quantity garbage or commercial collection containers (1-6 cubic yard boxes, drop boxes, and compactors) which are required to have a lock, or who elect to have a lock installed, will be assessed a fee ~~of twenty-five dollars ($25.00)~~ for installation of the lock by the collection contractors. ~~A fee of one dollar and thirty-nine cents ($1.39) per container per month for weekly collection, and an additional one dollar thirty-nine cents ($1.39) per container for each additional pickup per week, will be assessed in addition to those charges set forth in section 13.08.110.~~The rates for installation and collection for containers with a lock are provided in the collection contractor's rate sheet at the Public Works office and posted on the City's website.

13.08.110 Rates for curbside service.

A. *Payment.* ~~The finance director shall collect all~~ All charges for solid waste and recyclable collection ~~as agent for~~ shall be collected by any private contractor ("contractor" or "vendor") who provides collection services in accordance with the terms of this chapter. ~~, and such charges shall be payable concurrent with water and/or sewer charges for the premises served, except that charges for quantity waste disposal and extra service shall be collected monthly by the contractor.~~

B. *Delinquency.* ~~Any charges not paid within twenty-one (21) days of billing date shall be delinquent, and, upon delinquency, shall become a lien upon the real property to which the collection services have been rendered..~~ In the event a customer does not pay the private contractor by the due date, the customer will be given reasonable opportunity to bring the account current. If the customer does not bring the account current within 30 (thirty) days, and with prior written notice to the customer, the private contractor may suspend solid waste and recyclable service to the customer. If the customer remains delinquent for 60 (sixty) days or greater, the private contractor may remove the solid waste and recycle containers. If the customer remains delinquent in excess of 90 (ninety) days, the private contractor may pursue additional legal remedies including seeking private debt collection services. In any case, when a customer has cured delinquency the private contractor shall resume solid waste and recyclable service.

If service is suspended, the City may determine the premises where suspension occurs to be unsanitary or otherwise non-compliant with building or public nuisance laws. In such case, a lien may be made by the City against the property. Such lien shall become effective upon the filing by the city of a notice of lien in the office of the Grays Harbor County Auditor, which notice shall specify the amount of the charges, the period covered by the charges, and a legal description of the premises. Such lien shall be foreclosed in the same manner as are liens for labor and materials for the improvement of real property.

C. *Rates for Curbside Service.*

Rates for collection services are specified in the contract between the City and the vendor, including any amendments or addenda. The most recent rate schedule is maintained in the Public Works office and is available upon request, or on the City's website. The rate schedule includes, but is not limited to, the following:

residential and commercial cart services

permanent and temporary container services

compactor and drop-box services

special service charges

roll-outs due to special circumstances or customer hardship

special item removal

lock and cable fee

~~Rates include one (1) ninety-five (95) gallon recycle cart serviced every other week. Containers must be placed at the curb (next to road or alley where a truck can drive while proceeding in normal route) on the scheduled service day. The monthly standard curb rates for cart(s) serviced weekly, every other week or monthly for approved property used and maintained solid waste and recycle containers shall be as follows:~~

~~1. *Residential Cart Service.*~~

~~65/30 gallon monthly:~~	~~$9.33~~
~~65 gallon monthly:~~	~~$13.61~~
~~65 gallon every other week:~~	~~$21.05~~
~~65 gallon weekly:~~	~~$34.11~~
~~Additional 65 gallon (each):~~	~~$8.73~~
~~90 gallon monthly:~~	~~$15.39~~
~~90 gallon every other week:~~	~~$29.96~~

~~90 gallon weekly:~~	~~$47.11~~
~~Additional 95 gallon (each):~~	~~$12.98~~
~~Return trip:~~	~~$14.37~~
~~Extra unit (can, bag, box) 30 gallon:~~	~~$4.48~~

~~2. *Commercial Cart Service.*~~

~~65 gallon every other week:~~	~~$21.05~~
~~65 gallon weekly:~~	~~$34.11~~
~~90 gallon every other week:~~	~~$29.96~~
~~90 gallon weekly:~~	~~$47.11~~
~~Return trip:~~	~~$14.11~~
~~Extra unit (can, bag, box) 30 gallon:~~	~~$4.48~~

~~D. *Special Service Charges.* The following special service charges are in addition to the monthly curb service rates. Charges for special services may be billed by and paid directly to the contractor and, if unpaid, shall be added to the utility bill under Section 13.08.110(A).~~

~~1. *Physical Hardship—Roll Out.* The Director may authorize special collection services and rates, in addition to those set forth in this chapter, when special circumstances relating to the size, shape, topography, location or surroundings of the property being served or physical disabilities of the utility customer create an unnecessary hardship; provided, that the additional costs charged do not exceed the actual cost of providing the special collection services. If the special collection services require the collector to roll the cart out to the curb, for each increment of fifty (50) feet the monthly curbside service rate shall be increased by one dollar and twenty-six cents ($1.26) for carts serviced monthly, two dollars and fifty-one cents ($2.51) for carts serviced every other week, and five dollars and four cents ($5.04) for carts serviced weekly.~~

~~2. *Special Item Removal.* For each of the following types of items picked up on a one-time basis the charge will be:~~

~~a. Small appliances, furniture, bulky items, etc.: $27.02 each~~

~~b. Large appliances, refrigerators, freezers, etc.: $62.79 each~~

~~3. Prepaid plastic thirty (30) gallon bags furnished by the city: $4.48 each.~~

~~4. *Special Collection Calls.* Collection calls requested by a customer for a regular packer truck requiring loading of loose material, including travel time, will be charged at an hourly rate of sixty-five dollars and fifty-nine cents ($65.59) plus disposal fee.~~

~~5. *Loose material collection.* Collection of container overflows or solid waste or recyclable materials not properly placed in approved containers, and collections ordered pursuant to 13.08.130(B), will be charged at an hourly rate, including travel time, or $64.73, plus disposal fee.~~

~~**Code reviser's note:** Subsection (D)(5) has been retained in the text of the code to correct a scrivener's error in Ordinance 6602.~~

~~E. *Container Services.* Rates for quantity garbage, commercial collection, customer-owned compactors, or permanent and temporary drop box services shall be as follows, not including refuse collection tax:~~

~~1. *Permanent Commercial Container Service.*~~

~~1 cubic yard box (tipping fee included):~~

~~One pickup per week (basic)~~	~~$89.69~~
~~Each additional pickup per week~~	~~$87.53~~
~~Special or additional pickup each~~	~~$30.67~~

~~1.5 cubic yard box (tipping fee included):~~

~~One pickup per week (basic)~~	~~$137.56~~
~~Each additional pickup per week~~	~~$129.54~~
~~Special or additional pickup each~~	~~$44.92~~

~~2 cubic yard box (tipping fee included):~~

~~One pickup per week (basic)~~	~~$172.93~~
~~Each additional pickup per week~~	~~$161.54~~

~~Special or additional pickup each $53.51~~

~~3 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) $255.31~~

~~Each additional pickup per week $234.93~~

~~Special or additional pickup each $79.60~~

~~4 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) $345.56~~

~~Each additional pickup per week $314.43~~

~~Special or additional pickup each $107.00~~

~~6 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) $491.05~~

~~Each additional pickup per week $446.62~~

~~Special or additional pickup each $149.44~~

~~8 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) $644.73~~

~~Each additional pickup per week $613.50~~

~~Special or additional pickup each $193.58~~

~~2. *Temporary Commercial Container Service.*~~

~~1 yard temporary service:~~

~~Delivery $36.06~~

~~Rent per day $0.50~~

~~Each pickup $44.85~~

~~1.5 yard temporary service:~~

~~Delivery~~	~~$36.06~~
~~Rent per day~~	~~$0.50~~
~~Each pickup~~	~~$44.92~~

~~2 yard temporary service:~~

~~Delivery~~	~~$46.37~~
~~Rent per day~~	~~$0.63~~
~~Each pickup~~	~~$53.51~~

~~3 yard temporary service:~~

~~Delivery~~	~~$46.37~~
~~Rent per day~~	~~$0.97~~
~~Each pickup~~	~~$79.60~~

~~4 yard temporary service:~~

~~Delivery~~	~~$46.37~~
~~Rent per day~~	~~$1.13~~
~~Each pickup~~	~~$106.99~~

~~6 yard temporary service:~~

~~Delivery~~	~~$46.37~~
~~Rent per day~~	~~$1.71~~
~~Each pickup~~	~~$149.44~~

~~8 yard temporary service:~~

~~Delivery~~	~~$46.37~~

~~Rent per day~~	~~$1.99~~
~~Each pickup~~	~~$193.57~~

~~3. *Customer-Owned Compactor Service.*~~

~~4 cubic yard customer-owned compactor (including tipping fee):~~

~~One pickup per month~~	~~$167.42~~
~~Each additional pickup~~	~~$176.96~~

~~6 cubic yard customer-owned compactor (including tipping fee):~~

~~One pickup per month~~	~~$257.73~~
~~Each additional pickup~~	~~$268.13~~
~~Access fee weekly (monthly charge)~~	~~$8.92~~
~~Access fee every other week (monthly charge)~~	~~$4.46~~
~~Access fee 2x weekly (monthly charge)~~	~~$17.85~~
~~Lock fee (each)~~	~~$5.15~~
~~Cable fee (each)~~	~~$10.30~~
~~Return trips, containers~~	~~$28.13~~
~~Additional yard~~	~~$44.85~~

~~4. *Drop Box Services.*~~

~~a. *Permanent Drop Boxes.*~~

~~10/20 cubic yard drop box (not including tipping fee):~~

~~First haul each month~~	~~$198.71~~
~~Each additional haul~~	~~$133.42~~

~~30 cubic yard drop box (not including tipping fee):~~

~~First haul each month~~	~~$273.68~~
~~Each additional haul~~	~~$169.83~~

~~40 cubic yard drop box (not including tipping fee):~~

~~First haul each month~~	~~$350.29~~
~~Each additional haul~~	~~$238.67~~

~~b. *Temporary drop Boxes.*~~

~~10/20 cubic yard drop box:~~

~~Delivery~~	~~$51.52~~
~~Rent per day~~	~~$5.40~~
~~Each pickup~~	~~$136.50~~

~~30 cubic yard drop box:~~

~~Delivery~~	~~$51.52~~
~~Rent per day~~	~~$6.54~~
~~Each pickup~~	~~$180.13~~

~~40 cubic yard drop box:~~

~~Delivery~~	~~$51.52~~
~~Rent per day~~	~~$7.40~~
~~Each pickup~~	~~$251.02~~

~~c. *Customer-Owned Compactor Drop Boxes.*~~

~~20 cubic yard compactor drop boxes (not including tipping fee):~~

~~Each scheduled pickup~~	~~$180.85~~
~~Special pickup~~	~~$186.80~~
~~30 cubic yard compactor drop boxes (not including tipping fee):~~	
~~Each scheduled pickup~~	~~$219.52~~
~~Special pickup~~	~~$229.90~~
~~40 cubic yard compactor drop boxes (not including tipping fee):~~	
~~Each scheduled pickup~~	~~$245.73~~
~~Special pickup~~	~~$253.68~~
~~Drop box lids per month~~	~~$13.65~~
~~Disposal rate per ton~~	~~$96.73~~

The tipping fee to be added to the charges for drop boxes is at the rates established by contract with Grays Harbor County and other regulatory agencies for disposal sites meeting minimum functional standards set by the Washington State Department of Ecology.

No load is to exceed nine (9) tons.

~~Tipping fee is based on sixty-four (64) pound sixty-five (65) gallon cart, ninety-six (96) pound ninety-five (95) gallon cart, one hundred eighty (180) pound one (1) yard container, and actual weight of drop boxes.~~

~~F.~~ D. *Monthly Billing.* No refund of charges paid shall be made for other than a full calendar month for which service is not required. In the event the city shall combine the billing for solid waste and recyclable collection with the billing for city water and sewer services, the city shall have the right to apply any partial payments on utility bills first to the payment of charges for solid waste and recyclable collection with the balance to be applied toward the payment of remaining current utility charges, in such order as the finance director shall see fit, but lastly to charges for water service.

SECTION 2. PUBLICATION BY SUMMARY. The City Clerk is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and **APPROVED** this ___ day of _____, 2020.

_____
Pete Schave, Mayor

ATTESTED:

_____
M. Patrice Kent, Acting City Clerk

SUMMARY - ORDINANCE NO. _____

AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.

SECTION 1. CODE SECTIONS AMENDED:

- AMC 13.08.075 (Locks Required – Downtown Aberdeen Business District – Defined – Charges)
- AMC 13.08.110 (Rates for curbside service)
    - 13.08.110 (A) Payment
    - 13.08.110 (B) Delinquency
    - 13.08.110 (C) Rates

SECTION 2. PUBLICATION BY SUMMARY. The City Clerk is authorized and directed to publish the summary in lieu of the ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and **APPROVED** this ___ day of _____, 2020.

Signed: __*/s/ PS, Mayor*

Attest: ___*/s/ MPK, Acting City Clerk*

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: On-Call Contract for Professional Consulting and Grant Writing Services with The Beckett Group

REPORTS AS FOLLOWS: The City continues to pursue construction funding for the North Shore Levee from State and Federal sources. Significant staff time and specialized knowledge is required to efficiently and successfully complete and submit funding applications, including the preparation of supporting documentation such as benefit-cost analyses. The City has contracted with The Beckett Group for large Federal grants in 2019 and 2020, and the firm is well-qualified to complete additional grant applications and supporting documentation for the North Shore Levee. The on-call process allows the City's Engineering Division to pre-qualify a consulting firm and pre-negotiate a task-based time and materials contract for these future funding and grant applications thus simplifying the process of procuring services and reducing administrative and overhead costs.

IT IS RECOMMENDED: The Mayor shall be authorized to sign a time and materials contract for on-call consulting and grant writing services with The Beckett Group for the North Shore Levee project.

_____
Rick Sangder
Public Works Director

_____
Tim Alstrom, Chair

_____
Nathan Kennedy, Vice-Chair

Reported _____, 2020

_____
Joshua Francy, Member

Adopted _____, 2020

_____
David Haviland, Member

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mr. Mayor: Hon. Pete Schave

The Members of: Public Works Committee

To whom was Referred: **Resolution in support of continued support for Chehalis River Basin-wide solutions to flooding and aquatic species restoration.**

Reports and Recommends as Follows: Based on the impacts of flooding of the Chehalis River to the health and safety of local residents, and the importance of a healthy population of aquatic species in the Chehalis River to the economic welfare of local residents, the City of Aberdeen has participated in various Chehalis River Basin-wide flood control and aquatic species restoration groups. Those groups have provided valuable aquatic species restoration and flood control services Basin-wide, including projects immediately impacting the City of Aberdeen and the Public Works Department's ability to effectively serve its customers.

It is recommended that: The City Council shall pass a Resolution expressing the City of Aberdeen's continued support for Chehalis River Basin-wide solutions to flooding and aquatic species restoration.

/s/ Rick Sangder
Reported by: Rick Sangder, Public Works

_____
Committee Chairman

_____
Committee Vice-chair

Reported _____, 2020

_____
Committee Member

Adopted _____, 2020

_____
Committee Member

PUBLIC SAFETY COMMITTEE REPORT (*Hold Harmless/Weyerhaeuser – APD Training)*

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RESOLUTION No. 2020 - ___

A RESOLUTION OF THE CITY OF ABERDEEN CONTINUING ITS SUPPORT FOR A CHEHALIS RIVER BASIN-WIDE SOLUTION TO FLOODING AND AQUATIC SPECIES RESTORATION.

WHEREAS, in 2010 and 2016, many jurisdictions in the Chehalis River Basin ("Basin") adopted local Resolutions in support of a Chehalis River Basin-wide solution to flooding and aquatic species restoration, as developed through the Chehalis River Basin Flood Authority ("Flood Authority") process ("Chehalis Basin process"); and

WHEREAS, the City of Aberdeen foresees a future through the Chehalis Basin process where our families and communities are protected from the worst of the periodic catastrophic floods that hit our Basin, and a future where habitat restoration projects have turned a declining fishery into a vibrant fishery; and.

WHEREAS, on April 21, 2020, the Flood Authority stated its support for the Chehalis River Basin Flood Control Zone District's ("District") proposed Chehalis River Basin Flood Damage Reduction Project, and view that the institutional governance capacity exists in the Basin to identify and implement sufficient "technically feasible and economically practicable" mitigation as required (see "Final CRBFA Letter re: DEIS" in the Chehalis River Basin Flood Authority's Local Resolutions Library); and

WHEREAS, on the Flood Authority's position on the District's proposed Chehalis River Basin Flood Damage Reduction Project is consistent with previous positions and statements supporting balanced, Basin-wide solutions for flooding and aquatic species restoration made by cities and counties in the Chehalis River Basin; and

WHEREAS, the Chehalis River Basin Flood Authority, the Office of the Chehalis Basin, the Chehalis Basin Board, the Chehalis Basin Flood Control Zone District, and the Chehalis Basin Strategy together provide a well-structured governance and funding framework that has delivered many positive "flood" and "fisheries" benefits to the Basin since the catastrophic floods of 2007 and 2009. NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: that the City of Aberdeen regards its support for, and continued participation in, the integrated processes of the Chehalis River Basin Flood Authority, the Office of the Chehalis Basin, the Chehalis Basin Board, the Chehalis Basin Flood Control Zone District, and the Chehalis Basin Strategy as being the best way to deliver the most beneficial combination of flood protection and aquatic species enhancement that all Basin citizens, stakeholders, and flood and fisheries interests deserve.

PASSED and **APPROVED** this 29th day of July, 2020.

_____
Pete Schave, Mayor

ATTEST:

_____
City Clerk

ABERDEEN FIRE DEPARTMENT
LEGISLATIVE REPORT

Mr. Mayor;

The Members of Your Committee on: Public Safety, and the Fire Chief

To Whom It Was Referred: Request authorization for the Mayor to negotiate and execute Contract K8629, Amendment No. 3 for the provision of fire suppression services to the Stafford Creek Corrections Center by the Aberdeen Fire Department.

Report As Follows: The current agreement for fire protection services between the City of Aberdeen and the Washington State Department of Corrections expired on June 30, 2020. The amended contract shall commence on July 1, 2020 and expire on June 30, 2023. The agreement includes payments of $75,739.03 for the first year with adjustments to the second and third year of 75% of the Seattle/Tacoma/Bellevue Consumer Price Index – Urban (CPI-U) over the annual cost of the previous period.

Recommend As Follows: The Mayor be authorized to negotiate and execute Contract No. K8629, Amendment No. 3 with the Washington State Department of Corrections to provide fire suppression services to the Stafford Creek Corrections Center.

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

_____
Tom Hubbard, Fire Chief

Public Safety Committee

_____
Chairperson

_____
Committee Member

_____
Committee Member

_____
Committee Member

Reported, July 29, 2020

Adopted _____2020

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CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT

Mr. Mayor: Hon. Pete Schave

The Members of Your Committee On: **Parks Director**

In Reference To: **Board of Museum & History Recommendation to purchase computer software for the Museum**

Reports and recommendations as follows:

The City of Aberdeen Board of Museum and History met on Tuesday, June 7, 2020. At this meeting the Board approved a recommendation to the Aberdeen City Council to purchase computer software for the Museum Artifact Collection. The recommendation includes the purchase of: Past Perfect upgrade with licenses for multiple users; network upgrade; Nomenclature upgrade 4.0; Multi Media upgrade; Inventory manager upgrade with bar code capability; and training all three modules on CD for site use.

Estimated total cost is $5,500.00. This was not budgeted for and would require a supplemental budget.

***Recommend as follows*:**

It is recommended that the City Council approve the purchase of the software, upgrades and training, not to exceed $5,500.00

Stacie Barnum, Parks Director

Deborah Ross, Chair

Kati Kachman, Vice Chair

Reported: July 29, 2020

John Maki

Adopted: _____

Dee Anne Shaw

FINANCE COMMITTEE REPORT

Collections needs: Follow up to IT review and visit

Upgrade Paste Perfect to 5.0 with license for multiple users*

Network upgrade for Multiple stations

Nomenclature upgrade 4.0

Multi Media upgrade

Inventory manager upgrade with bar code capability

Training all three modules on CD for site use

Approx. (dependent on discount)	$1800 - $2000
Two ruggedized external drives for back up cycle	$400
Two Epson V 850 Scanners Docs/Photo/Negatives	$2500
IT time for set up of entry PC, configure main server to standalone workstations (not on the internet). Set up server back up for off site procedure. Hard drives to City vault.	$500
I uninterrupted power supply for the server and alarm system	$250
Total Approx.	$5500

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Pete Schave

The Members of
Your Committee On: Personnel and the Mayor

To Whom Was Referred: Proposed change to Ordinance 6572 and 6491

Reports and Recommends as Follows: On July 28, 2020, members of the Personnel Committee met and discussed the proposed changes to Ordinance 6572 and 6491 Department Head and Unrepresented Benefits.

The proposed changes are to update and correct the Department Head and Unrepresented benefits ordinance as published. The amendments correct the published ordinances to include death benefits as written and approved but removed during publication, the inclusion of positions who are eligible to receive take-home vehicles, and the addition of longevity pay which is an included benefit in all groups except these two. The inclusion of longevity pay will help the City retain and promote employees into unrepresented and management positions and will support succession planning.

It is recommended that the City Council adopt the proposed changes to Ordinance 6572 and 6491 Department Head and Unrepresented Benefits effective immediately.

PERSONNEL COMMITTEE

_____
Sarah Kangas-Hanes
Human Resources Director

_____
Mayor Schave, Chair

Reported: July 29, 2020

_____
Council President

Adopted: _____, 2020

_____
Council Member

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Bill No. _____

ORDINANCE NO._____

AN ORDINANCE RELATING TO A DEPARTMENT HEAD BENEFIT PROGRAM AND AMENDING ORDINANCE 6491.

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

SECTION 1. DEPARTMENT HEAD BENEFITS. Section l of Ordinance 6348, as amended by Ordinance 6391, is hereby amended to read as follows:

The following benefit program is hereby adopted for Department Heads of the City of Aberdeen:

I. Included Positions

The benefits provided herein shall apply to the following City officials:

1. City Engineer
2. Building Inspector III
3. Corporation Counsel
4. Parks and Recreation Director
5. Fire Chief
6. Police Chief
7. Finance Director
8. Community Development Director
9. Public Works Director
10. Human Resources Director
11. Municipal Court Judge
12. City Administrator

In the event an individual holds more than one of the above offices, the benefits shall apply as if that individual held one office.

Except as provided herein, Department Heads shall receive no additional pay above their basic salary for any of the following: overtime, longevity, call-back, working on a designated holiday or weekend, or working in excess of 40 hours per week.

II. Paid Leave Time

Department Heads shall receive the same number of hours of paid leave time in accordance to years of service as is provided for by contract with City employees represented by the American Federation of State, County, and Municipal Employees plus eight hours per month.

III. Paid Leave Time Usage

(A) A Department Head may use paid leave time during the first year of employment.
(B) Department Heads may accumulate up to a maximum of seven hundred and twenty (720) hours of paid leave. Any amount of paid leave time over 720 hours can be converted to medical leave at the

end of the year.

(C) After one complete year of employment with the City, each Department Head is expected to use ten (10) days of paid leave per year (dating from appointment as a Department Head or the date this provision goes into effect, whichever is later

(D) All paid leave shall be taken at the Department Head's convenience and shall be with the consent of the Mayor if over three consecutive days are taken or if the leave is taken at a time likely to interfere with the operational functions of the City. The Mayor reserves the right to recall Department Heads from paid leave during times of emergency provided that any paid leave not taken as a result of such action shall be retained by the Department Head and shall not be forfeited.

(E) Department Heads shall be responsible to account for used and accumulated paid leave and shall report such as directed by the Mayor.

(F) Upon the termination of employment as a Department Head, unused accumulated paid leave shall be processed as follows:

(1) If a person's employment as a Department Head is terminated and that person remains employed by the City in another classified position, that employee shall retain his or her accumulated paid leave.

(2) Upon the death of a Department Head, the last paycheck shall include payment for the unused accumulated paid leave.

(3) If a person's employment as a Department Head is terminated for any other reason, the employee shall be compensated all accrued leave time.

IV. Leave Time Conversion

A Department Head who is participating in the City's Deferred Compensation Program may elect to exchange up to ten (10) hours of paid leave per month in return for the deposit by the City of the cash equivalent into the City's Deferred Compensation Program. Such an election will take effect upon the next opening date for changing contributions to the Deferred Compensation Program and an election by a Department Head to withdraw from the vacation leave conversion program shall be effective upon the next opening date. Changes by the Department Heads to their paid leave time conversion election shall not occur more frequently than once every six months.

V. Medical Leave Bank

Except for a Fire Chief or a Police Chief who were members of and retained their membership in the law enforcement and firefighters' retirement system prior to October 1, 1977 (LEOFF I), Department Heads shall accrue a medical leave bank of 1040 hours during their first year of employment. A Department Head will receive an additional 480 hours at 12 years and again at 20 years of continuous employment. However, the accumulation of medical leave shall still be limited to 1,040 hours. Except as provided herein, or mandated by state or federal law, medical leave shall be used only for illness, injury, or disability.

In the event that a Department Head requests leave for a death in his or her immediate family, he or she may elect to take three days funeral leave if the funeral is to be held in the State of Washington, and five days if it is to be held outside the State of Washington.

Fire Chiefs and Police chiefs who are under the LEOFF I system, in addition to the benefits of that system, shall be entitled to the sick leave benefits under ~~1.40.035~~2.52.100 Aberdeen City Code and shall be entitled to the same bereavement or funeral leave as is provided to the members of their respective departments.

VI. Holidays

The following days are designated paid holidays for Department Heads:

New Year's Day,
Memorial Day,
Independence Day,
Labor Day,
Thanksgiving Day,
Christmas Eve,
Christmas Day.

In addition to those specific holidays listed above, each Department Head shall be allowed five floating holidays, four of which shall be taken on or in lieu of 1) Martin Luther King Day, 2) President's Day, 3) Veteran's Day, and 4) the day after Thanksgiving. Any Department Head who terminates after taking an in-lieu- of-holiday prior to the actual holiday shall have the advance holiday deducted from his or her paycheck at eight (8) hours straight time pay per holiday. Any holidays not taken within a calendar year shall be forfeited.

Whenever a specified holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. Whenever a specified holiday falls on a Sunday, the following Monday shall be the legal holiday.

VII. Death Benefits

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~~The City will provide health and welfare coverage for Department Heads and their dependents. The City shall determine by resolution, or by adoption of a Personnel Committee report to the City Council, which insurance plans shall be offered and what portion of the premium shall be the responsibility of the employee.~~ If a Department Head dies while employed by the City, the City will pay a death benefit equal to Twenty Thousand Dollars ($20,000) to the Department Head's named beneficiary or to the Department Head's estate. This death benefit may be funded by an insurance policy or by self-insurance. The Council may from time to time determine to provide a death benefit greater than Twenty Thousand Dollars ($20,000) by obtaining an insurance policy with a higher benefit. Termination of an insurance policy with a higher benefit shall automatically reduce the death benefit to Twenty Thousand Dollars ($20,000).

VIII. Health and Welfare Insurance

The City will provide health and welfare coverage for Department Heads and their dependents. The City shall determine by resolution, or by adoption of a Personnel Committee report to the City Council, which insurance plans shall be offered and what portion of the premium shall be the responsibility of the employee.

IX. Deferred Compensation

Department Heads participating in the City's Deferred Compensation Program shall receive a dollar for dollar match from the city. The City's match will be a maximum of four (4%) percent. The City's match shall be in addition to the basic salary of the exempt employee. Paid leave conversion under Article IV of this ordinance shall be included in determining the amount of the Department Head's contribution under this section.

X. Jury Duty

Department Heads shall be granted paid time off for jury duty.

XI. Vehicles

Vehicle assignments are made solely for the benefit of the City and shall under no circumstances be deemed a Department Head benefit. Vehicles may be considered a taxable benefit per the Internal Revenue Services (IRS), in the event that the vehicle is a taxable benefit the City will follow IRS rules and regulations. The following positions may be assigned a vehicle:

Fire Chief
Police Chief
Public Works Director

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XII. Conversion Rate

For the purpose of determining benefits available to Department Heads, the rate per hour shall be computed by dividing the annualized base salary by 2,080 hours.

XIII. Longevity Pay

Department Heads shall be entitled to longevity pay based on years of continued employment within the City. The longevity pay rate shall be as follows:

After 10 years: Two and one-half percent (2.5%);
After 15 years: Three percent (3.0%);
After 20 years: Three and one half percent (3.5%);
After 25 years: Four percent (4%)

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XIV. Program Modifications

Upon the recommendation of the Mayor, the City Council by Resolution may give a newly- hired or appointed Department Head credit in the paid leave time schedule for prior years of work experience, or a portion thereof, outside the City of Aberdeen under such circumstances as the Council may deem appropriate.

In the event of an emergency situation placing extraordinary demands upon Department Heads, the City may, by resolution, increase the benefits provided herein or provide for additional benefits during the existence of the emergency.

The City reserves the right to amend or modify the benefits provided herein so long as such modification does not affect vested or accrued rights.

SECTION 2. PUBLICATION BY SUMMARY. Attached here to and incorporated herein is a summary of this ordinance for the purposes of publication. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance, according to law.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and **APPROVED** this ____ day of _____, 2020.

_____

Pete Schave, Mayor

Attest: _____

_____City Clerk/Finance Director

ORDINANCE NO. ___

AN ORDINANCE RELATING TO A DEPARTMENT HEAD BENEFIT PROGRAM AND AMENDING ORDINANCE 6348.

The following is a summary of the above ordinance for the purposes of publication. The full text of the ordinance will be mailed upon request.

Section 1. Includes death benefits as previously written and approved. Amended vehicles to include applicable positions. Addition of longevity benefits.
Section 2. Publication by summary authorized.
Section 3. Effective date immediately upon passage and publication.

PASSED and **APPROVED:**_____, 2020.

Bill # 20-

ORDINANCE NO._____

AN ORDINANCE RELATING TO EMPLOYEE BENEFITS FOR FLSA EXEMPT AND UNREPRESENTED EMPLOYEES AND AMENDING ORDINANCE 6620.

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

SECTION 1. UNREPRESENTED EMPLOYEE BENEFITS. Section 1 of Ordinance 6492, as amended by Ordinance 6572, is hereby amended to read as follows:

The following benefit program is hereby adopted for unrepresented employees of the city of Aberdeen:

I. Included Positions

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(A) The benefits provided herein shall apply to the following City employees for so long as the positions are not represented by a bargaining unit:

1. Assistant Finance Director
2. Accountant II
3. Deputy Chief of Police
4. Police Administrative Coordinator
5. Assistant Fire Chief
6. Fire Administrative Coordinator
7. Wastewater Systems Manager
8. Water Systems Manager
9. Public Works Accountant
10. Assistant Parks and Recreation Director
11. Court Administrator

12. Administrative Legal Assistant

13. Deputy Corporation Counsel

14. Human Resources Technician

15. Assistant Community Development Director

16. Police Commander

(B) In addition to the above positions, the benefit program shall also apply to unrepresented positions approved by the City, which are not covered by the Department Head benefit ordinance.

(C) Except as provided herein, unrepresented employees who are exempt from the mandatory overtime provisions of state or federal law shall receive no compensatory time off or additional pay above their annualized base salary for working in excess of 40 hours per week. An unrepresented employee who contests the determination that his or her position is exempt from the mandatory overtime provisions of state and federal law shall continue to receive exempt employee benefits until a final administrative or judicial determination of the mandatory overtime exemption status.

(~~D) Employees who are not exempt from the mandatory overtime provisions of state and federal law may request accrual of compensatory time off instead of receiving compensation. The request for compensatory time must be made at the time the hours are worked. Employees may accrue up to forty (40) hours of compensatory time off. Use of accrued compensatory time off must be pre-approved by a supervisor, and may be approved to be used within a reasonable period following request for the time, provided that it does not unduly disrupt the work place or interfere with the business needs of the work group or department. In addition, the City may require employees to use all or a portion of their accrued compensatory time off within a specified period of time and subject to the scheduling needs of the work group or department. Employees should consult with their immediate supervisor to schedule the leave. Upon separation of employment with the City for any reason, an employee will be paid for all earned and accrued compensatory time.~~

Commented [PK1]: No named positions are not exempt from overtime hours; compensatory time off policy is in the Personnel Policy (Section 8.150)

II. Paid Leave Time

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Unrepresented exempt employees shall receive the same number of hours of vacation leave in accordance to years of service as is provided for by contract with City employees represented by the American Federation of State, County, and Municipal Employees (AFSCME) plus six hours per month. Unrepresented employees who are not exempt from the mandatory overtime provisions of state or federal law shall receive four additional hours per month.

III. Paid Leave Time Usage

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(A) Unrepresented employees may accumulate up to a maximum of seven hundred and twenty (720) hours of paid leave, computed on the basis of an eight-hour day. Any amount of paid leave time over 720 hours will be converted to medical leave at the end of the year.

(B) All paid leave shall be taken per Personnel Policy.

(C) In one complete year of employment with the City, each unrepresented employee is expected to use ten (10) days of paid leave per year ~~f~~(dating from appointment as an unrepresented employee or the date this provision goes into effect, whichever is later). Any amount of paid leave not used up to ten (10) days shall be forfeited unless prior permission to accrue those days or a portion thereof is given in writing by the Mayor.

(D) Department Heads shall be responsible to account for used and accumulated paid leave and shall report as directed by the Mayor.

(E) Upon the termination of employment as an unrepresented employee, unused accumulated paid leave shall be processed as follows:

a. If a person's employment as an unrepresented employee is changed to another classified position, that employee shall retain his or her accumulated paid leave.

b. Upon the death of an unrepresented employee, the last paycheck shall include payment for the unused accumulated paid leave.

c. If a person's employment as an unrepresented employee is terminated for any other reason, the employee shall be compensated all accrued paid leave time.

IV. Paid Leave Time Conversion

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An unrepresented employee who is participating in the City's Deferred Compensation Program may elect to exchange up to ten (10) hours of paid leave per month in return for the deposit by the City of the cash equivalent into the City's Deferred Compensation Program. Such an election will take effect upon the next opening date for changing contributions to the Deferred Compensation Program and an election by an unrepresented employee to withdraw from the paid leave time conversion program shall be effective upon the next opening date. Changes by the unrepresented employees to their paid leave conversion election shall not occur more frequently than once per year.

V. Medical Leave Bank

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Unrepresented employees who are not active members of the LEOFF I retirement system shall accrue a medical leave bank of 1040 hours during their first year of employment. There will be

an additional accrual of 480 hours at 12 and again at 20 years of consecutive employment; however, the accumulation of medical leave shall still be limited to 1040 hours. Except as provided herein or mandated by state or federal law, ~~sick~~ medical leave shall be used only for illness, injury, or disability. Except for rights vested under Ordinance 4902 prior to its repeal in February of 1973, there shall be no payout of medical leave upon termination. In the event that an unrepresented employee requests leave for a death in his or her immediate family, he or she may elect to take three days' bereavement leave if the funeral is to be held in the state of Washington, and five days if it is to be held outside the State of Washington.

Unrepresented employees who are active LEOFF I members (not retired for service or disability) shall be entitled to the sick leave benefits under Section 2.52.100 of the Aberdeen Municipal Code.

VI. Workers Compensation Supplement

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An unrepresented employee injured on the job and entitled to receive Worker's Compensation, on the employee's election, may use accumulative medical leave with pay for the first three (3) days not covered by the Worker's Compensation Law and to use medical leave to supplement the amount received for Workman's Compensation to make the amount received equal to the unrepresented employee's daily rate of pay, if paid on a daily rate, or monthly salary, if paid on a monthly salary, to the full extent of any unused medical leave. Medical leave used as a supplement to an unrepresented employee's Worker's Compensation shall be deducted and prorated according to the actual amount of medical leave time needed to provide compensation equal to the unrepresented employee's annualized base wage rate.

VII. Holidays

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The following days are designated paid holidays for unrepresented employees:

New Year's Day,

Martin Luther King Day,

President's Day,

Memorial Day,

Independence Day,

Labor Day,

Veteran's Day,

Thanksgiving Day,

Day after Thanksgiving

Christmas Eve,

Christmas Day,

Floating Holiday (to be taken during the year upon mutual consent of employee and Department Head)

With the prior consent and agreement of the Department Head, or the Department Head's designee, or the Mayor in the absence of both the Department Head and their designee, an unrepresented employee who works on one of the designated holidays may take another day off in lieu of the holiday. Any holidays not taken within a calendar year shall be forfeited.

Whenever a specified holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. Whenever a specified holiday falls on a Sunday, the following Monday shall be the legal holiday.

VIII. Death Benefits

The City will pay a death benefit equal to Twelve Thousand Five Hundred Dollars ($12,500.00) to the unrepresented employee's named beneficiary or to the unrepresented employee's estate if the employee dies while employed by the City and is exempt from the mandatory overtime provisions of state or federal law. Unrepresented employees who are not exempt from the mandatory overtime provisions of state or federal law shall receive a death benefit equal to Ten Thousand Dollars ($10,000.00). This death benefit may be funded by an insurance policy or by self-insurance.

IX. Health and Welfare Insurance

The City will provide health and welfare coverage for unrepresented employees and their dependents. The City shall determine by resolution, or by adoption of a Personnel Committee report to the City Council, which insurance plans shall be offered and what portion of the premium shall be the responsibility of the employee.

X. Deferred Compensation

Unrepresented employees participating in the City's Deferred Compensation Program shall receive a dollar for dollar match from the city. The City's match for FLSA exempt employees shall not exceed three percent (3%) of the employee's current range and step on the salary schedule, and two percent (2%) for unrepresented nonexempt employees. The City's match shall be in addition to the base salary of the unrepresented employee. Paid leave conversion under Article IV of this ordinance shall be included in determining the amount of the unrepresented employee's contribution under this section.

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XI. Jury Duty

Unrepresented employees shall be granted paid time off for jury duty.

XII. Vehicles

Vehicle assignments are made solely for the benefit of the City and shall under no circumstances be deemed an employee benefit. Vehicles may be considered a taxable benefit per the Internal Revenue Services (IRS), in the event that the vehicle is a taxable benefit the City will follow IRS rules and regulations. The following positions may be assigned a vehicle:

Deputy Chief of Police
Police Commander
Assistant Fire Chief

XIII. Conversion Rate

For the purpose of determining benefits available to unrepresented employees, the rate per hour shall be computed by dividing the annualized base salary by 2,080 hours.

XIV. Longevity Pay

Unrepresented employees shall be entitled to longevity pay based on years of continued employment within the City. The longevity pay rate shall be as follows:

Starting 10th year	2%
Starting 15th year	3%
Starting 20th year	4%

XV. Program Modifications

Upon the recommendation of the Mayor, the City Council, by majority vote, may elect to give a newly-hired or appointed unrepresented employee credit in the paid leave time schedule for prior years of work experience, or a portion thereof, outside the City of Aberdeen under such circumstances as the Council may deem appropriate.

The City reserves the right to amend or modify the benefits provided herein so long as such modification does not affect vested or accrued rights.

SECTION 2. PUBLICATION BY SUMMARY. Attached hereto and incorporated herein is a summary of this ordinance for the purposes of publication. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance, according to law.

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SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

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PASSED and APPROVED this _____ day of _____, 2020.

_____

Pete Schave, Mayor

ATTESTED:

_____

Finance Director

Bill # 20-~~19~~-

ORDINANCE NO._____

AN ORDINANCE RELATING TO AN UNREPRESENTED EMPLOYEES AND AMMENDING ORDIANCE 6620.

The following is a summary of the above ordinance for the purposes of publication. The full text of the ordinance will be mailed upon request.

Section 1. Includes death benefits as previously written and approved. Amended vehicles to include applicable positions. Addition of longevity benefits.

Section 2. Publication by summary authorized.

Section 3. Effective date immediately upon its passage, signing, and publication.

PASSED and APPROVED this _____ day of _____, 2020.