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, October 14, 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 Patricia Soule, City Clerk, at psoule@aberdeenwa.gov and they will be provided to City Council.** Please be sure to put "CITY COUNCIL PUBLIC COMMENT" in the subject line.

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

ABERDEEN CITY COUNCIL

October 14, 2020

COUNCIL MEETING AGENDA

7:15 PM – Via Telephonically

COMMITTEE OF THE WHOLE

A. Guest Speakers
   1. Report on Armory Fire insurance claim - Stacie Barnum & Patricia Soule
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. FINANCE COMMITTEE

A. Committee Chair Report

B. Approval of expenditures

   1. Recommend approval of expenditures and payroll.

C. Public Hearings

   1. This is the date set for Public Hearing on the 2021 budgeted revenue sources, including consideration of possible increases in property tax revenues.

D. Reports & Communications

   1. Report from Finance and the Community Development Director recommending that the City Council authorize the Mayor to execute 1 contract for CRF Small Business Grants in the amount of $2,022.36.

   2. Report from Finance and the Corporation Counsel recommending that the Mayor be authorized and directed to negotiate and execute a contract between the City of Aberdeen, Office of Corporation Counsel and Language Line Services, Inc. to provide telephonic language interpreting services.

   3. Report from Finance and the Human Resources Director recommending that the City Council approve issuance of an RFQ and selection for contract execution to provide indigent defense services for the Aberdeen Municipal Court.

   4. Report from Finance and the Parks Director recommending that the City Council approve and authorize the Mayor to sign the contract with LaDue Fencing, Inc. to install a Dog Park Fence at Garley Park.

   5. Report from Finance and the Parks Director recommending that the City Council adopt this report and authorize the Mayor to sign the Amended Agreement with Washington State Department of Commerce for receipt of increased funding through the CARES

ACT Funds, and authorize the Parks Director to administer the amended contract on behalf of the City.

E. Resolutions

F. Ordinances

VI. PUBLIC WORKS

A. Committee Chair Report

B. Public Hearings

C. Reports & Communication

1. Report from Public Works and the Community Development Director recommending that the City Council request that an ordinance outlining real estate procedures to be brought forward at the October 28th City Council meeting.
2. Report from Public Works and the Corporation Counsel recommending that the Mayor be authorized and directed to execute the proposed Fourth Amendment to the December 12, 2012 Garbage and Curbside Recycling contract between the City of Aberdeen and LeMay, allowing the company to seek debt collection for delinquent accounts.
3. Report from Public Works and the Public Works Director recommending that the Mayor shall sign a Memo of Agreement between the Grays Harbor Council of Governments and the cities of: Aberdeen, Hoquiam, Cosmopolis, Westport, and Elma authorizing the City of Aberdeen's participation in the Brownfield Assessment Coalition.
4. Report from Public Works and the Public Works Director recommending that the Mayor shall sign a lease option agreement with the Port of Grays Harbor for the proposed site of the proposed site of the new Fry Creek Pump Station for a cost of $10.
5. Report from Public Works and the Public Works Director recommending that the Public Works Committee and the City Council declare Vehicle #157, (1) 1998 Chevy 4 x 4 as surplus and authorize Public Works to sell at auction.
6. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to obligate funding for expenses in excess of the grant amount to complete the pedestrian lighting project on the Chehalis River Bridge.
7. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign an agreement with Maul Foster & Alongi for $93,060 to complete the plan for restoring Shannon Slough.
8. Report from Public Works and the Public Works Director recommending that the City Council shall authorize the City to submit a RCO Boating Facilities Program grant application for up to $1 million and shall pass a resolution authorizing the submission of the 2020 Boating Facilities Program grant application and establishing authorized agents on behalf of the City.
9. Report from Public Works and the Public Works Director recommending that the City Council shall pass the Applicant Authorization Resolution for RCO funding for Fry Creek Implementation Phase 1.

D. Resolutions

1. A Resolution to authorize the submission of a 2020 RCO Boating Facilities Program Grant Program application and establish authorized agents on behalf of the City.

2. A Resolution to authorize the submission of a 2020 RCO grant application for Fry Creek Restoration funding and establish authorized agents on behalf of the City.

E. Ordinances

VII. PUBLIC SAFETY

A. Committee Chair Report

1. Report from Public Safety and the Fire Chief recommending that the City Council authorize Mayor Schave to Execute the Interlocal agreement between Grays Harbor County and the City of Aberdeen for the development of an Overdose Quick Response Team.

B. Reports & Communications

VIII. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. Report from the Parks Director recommending that the City Council authorize staff to hire qualified commercial real estate appraiser to perform an appraisal on parcel #01010500100.

B. Proclamation

C. Resolutions

D. Ordinances

E. Appointments

IX. CITY COUNCIL COMMENT PERIOD

X. EXECUTIVE SESSION

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Human Resources Department at 360-537-3207, 24 hours in advance of the meeting.
Thank you.

CITY OF ABERDEEN
200 EAST MARKET ST • ABERDEEN, WA 98520 • WWW.ABERDEENWA.GOV
PHONE (360) 533-4100 • FAX (360) 537-5741

NOTICE OF A PUBLIC HEARING

Notice is hereby given that the City of Aberdeen will hold a public hearing on the revenue sources for the 2021 Budget, including 2021 property tax revenues. The hearing will be held during the regularly scheduled council meeting via teleconference which will be called to order at 7:15 PM Wednesday, October 14, 2020. Any interested party is encouraged to attend.

Details on how to join the meeting will be available in the October 14, 2020 Council Agenda Packet. The packet will be available Friday, October 9, 2020 after 4 pm on our website: Aberdeenwa.gov.

Any questions or public comments about the public hearing should be addressed to Patricia Soule, Finance Director at psoule@aberdeenwa.gov.

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.

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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 Round Two**

REPORT AND RECOMMEND AS FOLLOWS:
The City Council authorized $200,000 in funds that the City of Aberdeen Received from the CRF be used for Small Business Grants to our local businesses.

The first round of funding only looked at those applicants that had not yet received any funds to help offset business losses incurred by COVID and on August 12th, the City Council approved funding for nine of our businesses, totaling $30,757.

The Mayor, at the August 12, 2020 City Council meeting, appointed five members of the City Council (Deborah Ross, Dee Anne Shaw, Tawni Andrews, Kati Kachman and Nathan Kennedy), to serve on an Ad Hoc Committee established to review round two applications for the CRF Small Business Grants.

The Ad Hoc Committee met on August 19, 2020 to review 25 applications for funding and are recommending that 13 of the 25 applicants be awarded small business grants through the City of Aberdeen.

1 of the 25 applicants ended up pulling their application from consideration because they thought there would be a lack of available money. Other than that reason, the Committee had recommended them for funding.

Therefore, it is recommended that the City Council authorize the Mayor to execute 1 contract for CRF Small Business Grants in the amount of $2,022.36.

Lisa Scott, CD Director

Chair

Reported: October 14, 2020

Adopted: October 14, 2020

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Pete Schave

The Members of Your Committee on: Finance and Corporation Counsel

To whom was Referred: **Contract with Language Line Services, Inc.**

Reports and Recommends as Follows: The Office of Corporation Counsel includes the Prosecutor for the Aberdeen Municipal Court. Periodically the Prosecutor needs to interview individuals for whom English is not a first language, or who virtually do not speak English at all. In order to provide justice for those individuals, the Prosecutor must be able to communicate with them. Language Line Services, Inc. provides on-demand telephonic translation services for multiple languages, including those commonly needed here in Aberdeen such as Spanish and two dialects of Chinese.

The City's Purchasing Policy identifies that contracts for non-professional services may be approved by the Department Director when the cost is less than $10,000.00. Based on historic need, the cost of services is anticipated to be less than $2,000.00, and the Corporation Counsel Budget has funds available for the expenditure in its approved 2020 budget. The Municipal Court, Aberdeen Police Department and our current indigent defense services provider all use this vendor.

It is recommended that the Mayor be authorized and directed to negotiate and execute a contract between the City of Aberdeen, Office of Corporation Counsel and Language Line Services, Inc. to provide telephonic language interpreting services.

/s/ Patrice Kent
Patrice Kent
Corporation Counsel

_____
Committee Chair

_____
Committee Vice-Chair

Reported: October 14, 2020

_____
Council member

Adopted: October____, 2020

_____
Council member

FINANCE COMMITTEE REPORT

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mr. Mayor: Hon. Pete Schave

The Members of: Finance Committee and Human Resources Director

To whom was Referred: **Request for Qualifications: Indigent Defense Services for Aberdeen Municipal Court**

REPORT AND RECOMMEND AS FOLLOWS:
Since at least 2010, the City has followed a practice of continuing engagement with the firm, or its successor firm, providing indigent defense services in its Municipal Court rather than issuing a request for qualifications. In 2019, there were two successor firms that provided indigent defense services as well as multiple contacts with law firms expressing interest in competing to provide indigent defense services in the Aberdeen Municipal Court. The City issued a contract for one year following the RFP and selection in 2019, the current contract is through December 31, 2020.

Therefore, it is recommended that the City Council approve issuance of an RFQ and selection for contract execution to provide indigent defense services for the Aberdeen Municipal Court.

_____
Reported by:
Sarah Kangas-Hanes (Human Resources)

_____
Committee Chair

_____
Committee Vice-chair

Reported October 14, 2020

_____
Committee Member

Adopted _____, 2020

_____
Committee Member

CITY OF ABERDEEN
REQUEST FOR QUALIFICATIONS FOR INDIGENT DEFENSE SERVICES

SUMMARY OF REQUEST

The City of Aberdeen ("City") is requesting qualifications from attorneys and/or law firms interested in contracting for indigent defense services for indigent defendants appearing to answer criminal charges in Aberdeen Municipal Court, a court of limited jurisdiction.

The current contract has a base compensation of 800 cases per year. A case is "the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. In [Aberdeen Municipal Court] multiple citations from the same incident [are] counted as one case." (CrRLJ 3.1, Standard 3.3)

The lead firm will be responsible for managing the inflow of cases and assuring appearances at all arraignment calendars and providing 24-hour access to unassigned clients in police custody. The City will accept joint applications from attorneys or firms interested in apportioning the caseload (and arraignment calendars) among themselves
The successful applicant(s) will contract with the City for provision of indigent defense services as independent contractors and shall not be entitled to any City benefits. The successful applicants will be responsible for performance of all of the obligations under contract in conformance with state and local law and standards, including but not limited to Standards for Indigent Defense (SID) and Rules of Professional Conduct of the Washington State Bar Association, Aberdeen City Council Resolution # 2015-02, and RCW 10.101 (Indigent Defense Services).

The term of the contract(s) will be for twelve (12) months, beginning January 1, 2020, and concluding December 31, 2020. Presently, arraignments are generally held Monday through Thursday and the regular court calendar is held on Thursdays. Trials are usually set one week per month on Tuesday, Wednesday and Friday.

REQUEST FOR QUALIFICATIONS SCHEDULE

Responses to this Request for Qualifications ("RFQ") will be accepted until **4:00 PM, Friday, November 11, 2020**. Respondents are solely responsible to ensure responses are complete and timely provided.

Responses must be clearly marked "RFQ-Indigent Defender" and submitted in hard copy only to:

Sarah Kangas-Hanes, Human Resources Director
City of Aberdeen
200 E. Market St
Aberdeen, WA 98520

PROPOSED

RESPONSE REQUIREMENTS:
All responses must include the following information:

1. The names, bar number(s) and qualifications of the attorney(s) who will be providing indigent defense services and their areas of responsibility.

2. Specific experience of the attorney(s) in courts of limited jurisdiction, with emphasis on criminal cases.

3. A proposed outline of the method by which the firm will make indigent defense services available. This outline should include location of attorney office, accessibility by telephone to defendants without incurring long distance charges, and office hours or appointment times scheduled for the attorney.

4. Description of how the attorney(s) and/or firms who will be providing indigent defense services meet the Bar Association's Standards for Indigent Defense Services.

5. Description of any criminal or professional disciplinary findings that have been entered against any of the attorneys who will be providing indigent defense services, regardless of originating jurisdiction.

6. Provide a list of conflict attorneys in the event that the Indigent Defender has a conflict with representing an individual.

7. Provide an overview of how cases will be tracked and reported to the City of Aberdeen.

8. Three (3) references, including names and phone numbers.

SELECTION CRITERIA

1. Reputation and qualifications of the specific individuals to be assigned to act as Indigent Defender, including ability and history of successfully completing contracts of this type, meeting deadlines, and experience in similar work, with consideration given to references.

2. Responsiveness of the written proposal to the purpose and scope of service.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all applications and to waive minor irregularities in any proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information from any applicant.

3. The City reserves the right to award any contract to the next most qualified applicant if contract negotiations are unsuccessful.

PROPOSED

4. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to this RFQ

SCOPE OF SERVICES

A. General Description. Pursuant to Chapter 10.101 RCW, all indigent criminal defendants must be provided with effective legal representation. The City of Aberdeen has adopted standards for the provision of indigent defense services as required by state law; case load for this contract will be determined according to Resolution 2015-02, Section 5.2 (Aberdeen Resolution 2015-02, attached to this RFQ for ease of reference). Proposers and the selected contractors should be aware of the potential for adjustment of the standards for the provision of services during the life of the contract in order to comply with state law and changes in court rules. The Indigent Defender will provide legal representation for eligible defendants for critical stages of the criminal proceedings.

The Indigent Defender will:

(A) Attend all court hearings required by the Washington Court or Local Court Rules now or hereafter adopted;

(B) Attend all hearings and trials involving defendants on whose behalf the Indigent Defender has been appointed; and

(C) Be available to talk with and meet, in person, eligible indigent defendants that may be in jail or at an office location in the City.

B. Term. Indigent Defender services will commence on January 1, 2021, for a term of thirty-six (36) months; terminating on December 31, 2023.

C. Screening. Determination of indigency for eligibility for appointed counsel for this contract is determined by Aberdeen Municipal Court Judge, or Judge Pro Tem.

D. Reporting. The Indigent Defender shall file monthly reports with the Human Resources Director delineating each client who has been appointed to the Indigent Defender, including the name(s), charge(s), cause number(s), disposition, bench or jury trial (as applicable), and whether an appeal was filed. Additionally, the Indigent Defender shall report on cases handled and hours per case. The report is due on or before the tenth (10th) day of the following month for services of the prior month. The report shall be in electronic format, Microsoft Excel.

E. Associated Counsel. All attorneys who provide indigent defense services under the contract with the City must be acceptable to the City. No legal interns shall be used unless agreed to in advance by the City.

F. Attorney Conflict. In the event the Indigent Defender must withdraw from a case because of a conflict of interest, the Indigent Defender shall refer the defendant to another attorney under contract with the City as a conflict attorney to provide legal services to indigents. Contingent on court appointment, the City shall pay the cost of conflict counsel. The prohibitions in Rules for Professional Conduct shall apply.

PROPOSED

G. Twenty-Four Hour Telephone Access. The Indigent Defender shall provide the Aberdeen Police Department the telephone number or numbers at which the Indigent Defender can be reached for critical advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day. Indigent Defender will develop and use a process to obtain translators for contact with persons arrested by the Aberdeen Police Department who do not speak English to assure representation of indigents for 24-hour call service.

H. Arraignments. The Indigent Defender assigned shall be responsible for assuring that a defense attorney is present at all arraignments.

I. Annual Training. Attorneys who provide indigent defense services under this contract shall attend at least seven (7) hours of training every calendar year that has been approved by the Washington State Office of Indigent Defense.

J. Professional Liability Coverage. During the term of the Contract, the Indigent Defender shall have professional liability coverage in a minimum amount of One Million Dollars ($1,000,000.00) each occurrence with an aggregate of Two Million Dollars ($2,000,000). The successful applicants will be required to provide proof of insurance to the City.

K. Indemnification. The Indigent Defender will be required to indemnify, defend and hold the City, its elected officials and employees, agents and volunteers harmless from any and all claims, losses or liability, including all costs of attorney's fees, arising out of the Indigent Defender's performance of obligations pursuant to the Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or negligence of the Indigent Defender, his or her associates, agents and employees. To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless will be valid and enforceable only to the extent of the negligence of the Indigent Defender, its officers, associates, agents and employees.

L. Professional Conduct. The Indigent Defense Contract is subject to a professional conduct clause.

M. Code Provided. The City shall provide the Indigent Defender with an electronic link to the City of Aberdeen Municipal Code.

N. Assignment or Subcontractors. The contract for Indigent defense services may not be assigned or subcontracted without the prior written consent of the City.

O. Standards for Indigent Defense Services. The Indigent Defenders will be required to comply with the standards for Indigent defense services and the Standards for Indigent Defense adopted by the City pursuant to Resolution No.2015-02 Upon selection, each Indigent Defender shall submit an affidavit to the Human Resources Director, stating that the Indigent Defender is in compliance with such standards.

P. Readiness. The Indigent Defenders are expected to be prepared to proceed at every stage of

PROPOSED

the criminal proceedings, unless restricted by circumstances outside of the Indigent Defender's control. The Indigent Defenders will be expected to make every effort to come to scheduled court hearings and calendars prepared to proceed on all assigned cases.

COMPENSATION

A. Applicants must submit detailed information on the firm's proposed fee schedule. The fee schedule should spell out any variations for non-routine services.

B. Payment by the City for the services will only be made after the services have been. Payment shall be made on a monthly basis, within thirty (30) days after receipt of billing statement.

TERMINATION

A. The City may terminate its contract with an Indigent Defender without cause on one hundred twenty (120) days' notice or on sixty (60) days' notice only for violation of the terms of the contract, violation of the Standards for Indigent Defense, the Rules of Professional Conduct (including initiation of disciplinary proceedings by the Washington State Bar Association), or for failure to comply with the City's Standards for Indigent Defense Services. A termination for cause shall be effective immediately where the nature of the cause for termination presents an immediate threat of harm or liability to the City or a Defendant.

B. The Indigent Defender will not terminate its contract with the City unless the Indigent Defender is unable to carry out the terms of the contract. If the Indigent Defender determines that they are not able to carry out the terms of the contract, they shall provide the City with not less than one hundred twenty (120) days' written notice so that the City may obtain another contractor.

PROPOSED

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: **Approval of Garley Park Fence Contract**

Reports and recommendations as follows:
The Aberdeen City Council voted, at the September 9th meeting, to authorize the Mayor to accept a $21,663.29 bid from LaDue Fencing, Inc. to install a Dog Park Fence at Garley Park. The City will need to enter into an agreement with LaDue Fencing, Inc. to proceed with the project. The project is scheduled to be completed by November 13, 2020.

This project is part of an update to Garley Park in South Aberdeen that will include the City's first Dog Park and an update to the playground.

The project budget includes: $50,000 from the Morrison Trust that was donated to the City for children; $25,000 grant from the Grays Harbor Community Foundation; $2,500 grant from Sierra Pacific Foundation; $250 from Aberdeen Lion's Club.

***Recommend as follows*:**
It is recommended that the City Council approve and authorize the Mayor to sign the contract with LaDue Fencing, Inc.

Stacie Barnum, Parks Director

Debbie Ross, Chair

Kati Kachman, Vice Chair

Reported: October 14, 2020

John Maki

Adopted: _____

Dee Anne Shaw

FINANCE COMMITTEE REPORT

CONTRACT

THIS AGREEMENT, made and entered into this day of _____, 2020, by and between the City of Aberdeen, Washington, a municipal corporation, hereinafter called the Owner, and **LaDue Fencing, Inc.** whose address is **PO Box 1035, McCleary, WA 98557,** County of **Grays Harbor,** State of **Washington,** hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for Project No. **2020-04 Garley Park – Dog Park Fencing**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation as amended by the American Public Works Association which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accordance with the Contract Documents.

   The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Aberdeen. The Contractor shall pay prevailing wages and the Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

   The Contractor hereby agrees to commence work under this project within 15 calendar days of the date specified in a written "Notice to Proceed" of the Owner and to fully complete the project by November 13, 2020.

II. The City of Aberdeen hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accordance with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The City of Aberdeen agrees to pay the Contractor in cash warrants issued on the account of Project No. **2020-04 Garley Park – Dog Park Fencing**, and such other funds as the City Council may authorize. Such payments shall be for the performance of the

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: CRF Increased Funding and Extension - Aberdeen Amendment 20-6541C-101

Reports and recommendations as follows:

The City of Aberdeen's Coronavirus Relief Fund award has been increased by $253,200, bringing the total award to $759,600. The contract deadline has been extended to November 30, 2020 and invoices will now be due by December 15, 2020.

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

***Recommend as follows*:**

It is recommended that the City Council adopt this Report and authorize the Mayor to sign the Amended Agreement with Washington State Department of Commerce for receipt of increased funding through the CARES ACT Funds, and authorize the Parks Director to administer the amended contract on behalf of the City.

Stacie Barnum, Parks Director

Debbie Ross, Chair

Kati Kachman, Vice Chair

Reported: October 14, 2020

John Maki

Adopted: _____

Dee Anne Shaw

FINANCE COMMITTEE REPORT

Amendment

Contract Number: 20-6541C-101
Amendment Number: A

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

1. Contractor City of Aberdeen 200 E Market St ABERDEEN, Washington 98520-5207	**2. Contractor Doing Business As (optional)**
3. Contractor Representative (only if updated) Stacie Barnum Parks Director (360) 537-3229 sbarnum@aberdeenwa.gov	**4. COMMERCE Representative (only if updated)** Connie Rivera Project Manager (360) 725-3088 Fax 360-586-5880 connie.rivera@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525

5. Original Contract Amount (and any previous amendments)	**6. Amendment Amount**	**7. New Contract Amount**
$506,400.00	$253,200.00	$759,600.00

8. Amendment Funding Source	**9. Amendment Start Date**	**10. Amendment End Date**
Federal: X **State:** **Other:** **N/A:**	Date of Execution	November 30, 2020

11. Federal Funds (as applicable):	**Federal Agency:**	**CFDA Number:**
$759,600.00	US Dept. of the Treasury	21.019

12. Amendment Purpose:
To provide additional funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru November 30, 2020. Final invoices must be received by December 15, 2020.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR	**FOR COMMERCE**
Pete Schave, Mayor	Mark K. Barkley, Assistant Director, Local Government Div
Date	Date
	APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date

Amendment

This Contract is **amended** as follows:

Contract amount has been increased by $253,200.00.

Contract end date has been extended from October 31, 2020 to November 30, 2020.

Final reimbursement request must be received by December 15, 2020.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mr. Mayor: Hon. Pete Schave

The Members of: Public Works

To whom was Referred: **Community Development**

REPORT AND RECOMMEND AS FOLLOWS:
On September 30th the Aberdeen City Council held a workshop to discuss the acquisition and surplus of real estate and the right-of-way vacation process.

Historically no one department has been in charge of property sales or purchase, but rather it has been dependent on the project and the department responsible for the project. So in the past, real estate transactions have not followed any particular structure.

In recent years, the City has been purchasing and selling enough property without any true structure. There have been several questions and concerns about the process from the Mayor, City Council, staff and the public that have not had good answers and in some instances have left more questions than answers.

There has also been a need to look at the potential for future property acquisition for City facilities as well as a need to surplus property that the City has acquired through the years.

The City is doing enough property deals that it has become clear that we need a path forward that includes policies and procedures for real estate transactions.

Therefore, it is recommended that the City Council request that an ordinance outlining real estate procedures be brought forward at the October 28th City Council meeting.

Lisa Scott, CD Director

Chair

Reported On: October 13, 2020

Adopted On: October 13, 2020

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Pete Schave

The Members of Your Committee on: Public Works and Corporation Counsel

To whom was Referred: **4th Amendment to Garbage and Curbside Recycling Contract**

Reports and Recommends as Follows: In August 2020, the City Council approved an amendment to AMC 13.08 (Ordinance 6662), including allowing the garbage contract vendor to seek debt collection services in the event of account delinquency. Under the current Garbage and Curbside Recycling contract with Harold LeMay Enterprises Inc. ("LeMay"), the vendor is not allowed to seek collection services. The purpose of this contract amendment is to harmonize the contract terms with current AMC terms.

It is recommended that the Mayor be authorized and directed to execute the proposed Fourth Amendment to the December 12, 2012 Garbage and Curbside Recycling contract between the City of Aberdeen and LeMay, allowing the company to seek debt collection for delinquent accounts.

/s/ Patrice Kent
Patrice Kent
Corporation Counsel

_____
Committee Chair

_____
Committee Vice-Chair

Reported: October 13, 2020

_____
Council member

Adopted: October____, 2020

_____
Council member

FOURTH AMENDMENT TO GARBAGE AND CURBSIDE RECYCLING CONTRACT

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

RECITALS:

WHEREAS, the Parties entered into that certain Garbage and Curbside Recycling Contract dated December 12, 2012, as amended by that certain First Amendment dated February 29, 2016, that certain Second Amendment dated November 7, 2018, and that certain Third Amendment dated June 10, 2020 (collectively, the "Agreement"), wherein the Contractor would provide collection, removal and disposal of non-hazardous garbage, refuse and waste from places within the City of Aberdeen; and

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

AGREEMENT:

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

1. Section 7(b) As Amended by Second Amendment. It is agreed by the parties that, in accordance with passage of Ordinance 6662 amending Aberdeen Municipal Code 13.08.110 (*Rates for Curbside Service*) (B) (*Delinquency*) allowing legal remedies, including suspension of service and seeking private debt collection services, the referenced section is hereby amended to read:

> LeMay shall maintain regular daily contact with the City's collection department to keep the City's officials advised as to all matters relating to customer service and collection charges, to handle all complaints received by the City, and to advise the City as to all changes in services performed by LeMay for the purposes of billing. Pursuant to Aberdeen Municipal Code 13.08.110(B), delinquent accounts may result in a lien against the property by the City; LeMay may pursue separate collections actions against delinquent accounts. Reconciliation of remittance for delinquent accounts shall occur not less than annually

2. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Fourth Amendment.

3. Entire Agreement. The Agreement and this Fourth Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

4. Counterparts; Facsimile Signatures. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Third Amendment between the parties hereto, and it shall not be necessary for the proof of this Third Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall he given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

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

HAROLD LEMAY ENTERPRISES INCORPORATED

By: _____

Title: _____

Date: _____

CITY OF ABERDEEN

By: _____

Title: Pete Schave, Mayor

Date: _____

ATTEST

By: _____
Name: Patricia Soule, City Clerk

Approved as to form:

By: _____
Name: Patrice Kent, Corporation Counsel

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: Memo of Agreement with Grays Harbor Council of Governments for Participation in the Brownfields Assessment Coalition

REPORTS AS FOLLOWS: The Brownfields Assessment Coalition led by the Grays Harbor Council of Governments (GHCOG) has applied for and received a $600,000 grant from the US Environmental Protection Agency (EPA) to be used within a three-year period. The Coalition members include GHCOG in partnership with the Cities of Aberdeen, Hoquiam, Cosmopolis, Westport, and Elma.

The Coalition partners are working to strengthen the local economy by attracting new, diverse industries; however, a surplus of brownfield sites has impeded this vision of recovery. These are identified sites that have been impacted by hazardous substances and petroleum. The Coalition will focus on addressing sites within Grays Harbor County, to further local economic goals. This work may include environmental site assessments, analysis, cleanup alternatives, remedial action plans and re-use plans outlined by the Coalition.

IT IS RECOMMENDED: The Mayor shall sign a Memo of Agreement between the Grays Harbor Council of Governments and the cities of: Aberdeen, Hoquiam, Cosmopolis, Westport, and Elma authorizing the City of Aberdeen's participation in the Brownfield Assessment Coalition.

_____
Rick Sangder
Public Works Director

Reported _____ , 2020

Adopted _____ , 2020

_____
Nathan Kennedy, Committee Chair

_____
Joshua Francy, Vice-Chair

_____
Dave Haviland, Member

_____
Liz Ellis, Member

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: Lease Option for New Fry Creek Pump Station

REPORTS AS FOLLOWS: The Public Works Department Engineering Division is planning for reconstruction of the Fry Creek Pump Station and aggressively pursuing construction financing. The current preferred site for the new pump station is just upstream of the existing station on Port of Grays Harbor property. The City is in the process of developing a lease agreement for the site. Separately, the City is also preparing an application to the Economic Development Authority (EDA) for construction funding for the project which requires that the project site be secured. To make the City eligible for applying for the EDA funding, the City Engineer recommends executing a lease option with the Port that allows the site to be temporarily secured while giving the City until August 31, 2022 to execute a lease. The lease option will include a fee of $10 and the actual lease agreement, should the City choose to move forward with it, will require separate City Council approval prior to execution.

IT IS RECOMMENDED: The Mayor shall sign a lease option agreement with the Port of Grays Harbor for the proposed site of the new Fry Creek Pump Station for a cost of $10.

_____
Rick Sangder
Public Works Director

Reported _____ , 2020

Adopted _____ , 2020

_____
Nathan Kennedy, Committee Chair

_____
Joshua Francy, Vice-Chair

_____
Dave Haviland, Member

_____
Liz Ellis, Member

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: Public Works – Surplus of Equipment

REPORTS AS FOLLOWS: The Public Works requests to surplus Vehicle #157

1) 1998 Chevy 4 x 4
The truck was originally purchased by the Water Department, it has approximately 160,000 miles on it and is no longer used. It is our suggestion to surplus this vehicle at auction.

IT IS RECOMMENDED: That the Public Works Committee and the City Council declare Vehicle #157, (1) 1998 Chevy 4 x 4 as surplus and authorize Public Works to sell at auction.

_____
Rick Sangder
Public Works Director

_____
Nathan Kennedy, Committee Chair

_____
Joshua Francy, Vice-Chair

Reported _____, 2020

_____
David Haviland, Member

Adopted _____ , 2020

_____
Liz Ellis, Member

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: Obligation of funds for Pedestrian Lighting on the Chehalis River Bridge

REPORTS AS FOLLOWS: The Public Works Department was awarded a grant from the Department of Commerce to provide pedestrian lighting to the western side of the Chehalis River Bridge. The grant contributes $316,540 towards the cost of the installation. Expenses over this amount will be funded by the City.

IT IS RECOMMENDED: The Mayor shall be authorized to obligate funding for expenses in excess of the grant amount to complete the pedestrian lighting project.

_____
Rick Sangder
Public Works Director

Reported _____ , 2020

Adopted _____ , 2020

_____
Nathan Kennedy, Committee Chair

_____
Joshua Francy, Vice-Chair

_____
Dave Haviland, Member

_____
Liz Ellis, Member

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: Consultant Services for Shannon Slough Restoration

REPORTS AS FOLLOWS: The Public Works Department applied for and was awarded a grant from FEMA to perform an analysis of Shannon Slough that was damaged during the storm event of December 2018. The grant specifies that FEMA will reimburse 75% of eligible cost, the state will reimburse 12.5% of eligible costs, and the City of Aberdeen will pay the remaining 12.5% of the costs.

Federal share: $69,795.00
State share: $11,632.50
City share: $11,632.50

The City of Aberdeen implemented a temporary repair immediately after the storm and this analysis would identify a permanent repair.

IT IS RECOMMENDED: The Mayor shall be authorized to sign an agreement with Maul Foster & Alongi for $93,060 to complete the plan for restoring Shannon Slough.

_____
Rick Sangder
Public Works Director

Reported _____ , 2020

Adopted _____ , 2020

_____
Nathan Kennedy, Committee Chair

_____
Joshua Francy, Vice-Chair

_____
Dave Haviland, Member

_____
Liz Ellis, Member

AGREEMENT FOR PROFESSIONAL SERVICES
Between
CITY OF ABERDEEN
And
Maul Foster & Alongi, Inc.

This Agreement is entered into as of this _____ day of _____, 20__, by and between the city of Aberdeen ("CITY"), a municipal corporation, and Maul Foster, & Alongi, Inc. ("MFA").

1. TERM OF CONTRACT

This Agreement shall be in full force and effect from October 14, 2020, to completion of the work or termination pursuant to Section 15 of this Agreement.

2. SCOPE OF WORK

MFA will perform all professional services necessary to complete Shannon Slough A&E Study as more fully set forth in the October 7, 2020 proposal of MFA, incorporated herein by reference as Attachment "A".

3. TIME FOR BEGINNING AND COMPLETION

MFA shall not begin any work under the terms of this Agreement until authorized in writing by CITY. All work under this Agreement shall be completed within 90 days after CITY authorizes MFA to begin work.

The established completion time shall not be extended because of any delays attributable to MFA, but may be extended by CITY, in the event of a delay attributable to CITY, or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of MFA. A prior supplemental agreement issued by CITY is required to extend the established completion time.

4. NONDISCRIMINATION

MFA agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or disability except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this Agreement, MFA shall comply with federal and state nondiscrimination statutes and regulations, including the American Disabilities Act of 1992, as amended.

5. PAYMENT

CITY shall pay MFA for completed services rendered on a Time and Expense basis and not to exceed the maximum estimated fees and costs of $93,060 without prior written approval by CITY. Compensation will be in accordance with the schedule of rates and charges in Attachment "B". Invoices will be submitted once a month, which are payable upon receipt. An interest charge of one percent (1.0%) per month will be payable on any amounts not paid within 30 days of invoice date. Payments will first be applied against outstanding interest charges, then against unpaid invoice amount.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

6. RIGHT OF INSPECTION AND AUDIT

CITY or its agents shall at all times during the course of the work have reasonable access to inspect and to audit all pertinent MFA records and accounts. MFA will retain all books, records, documents and other materials relevant to this Agreement for five years after completion of the work and CITY or its agent shall have full access and the right to inspect and examine any of the said materials during normal work hours.

7. SUBCONTRACTING

With permission of CITY, MFA may subcontract or assign portions of the engineering services. Services performed by subcontractors will be billed to CITY at actual cost. The costs of subcontracting shall be included within the maximum estimated fees and costs for MFA's services.

8. PERFORMANCE OF SERVICES

All professional services performed under this Agreement shall be rendered with the degree of skill and diligence normally employed by professionals or consultants performing the same or similar service, in conformance with this Agreement and with normally applicable codes and standards.

9. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, materials, and other data, furnished to MFA by CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by MFA prior to completion or termination of this Agreement are instruments of service for this project and are property of CITY. Reuse by CITY or by others acting through or on behalf of CITY of any such instruments of service, not occurring as a part of this Project, shall be without liability or legal exposure to MFA.

10. INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other, or any employee thereof from and against all claims, suits, and actions arising from any negligent act or omission of the other or any employees or agents of either while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise result in any unfair trade practice.

11. INSURANCE

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

At CITY's request, insurance certificates will be provided by MFA.

12. INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall construe MFA or any of its employees or agents to be CITY's employees, agents, or representatives. MFA shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein. MFA shall be subject to the directions of CITY only with respect to the scope of the work and the general results required. MFA shall comply with Title 51 RCW.

13. REMEDIES

Any remedy provided for breach of this Agreement shall not be deemed exclusive, and CITY and MFA shall have such other remedies as may be available at law or in equity.

14. WAIVER

No waiver by CITY or MFA of any breach by MFA or CITY of any provision of this Agreement shall have any force or effect unless in writing, nor shall any waiver by a party hereto of any breach be construed as a waiver of any other future default or breach of the same provision or any other provision.

15. TERMINATION

This Agreement may be terminated by CITY upon thirty (30) days prior written notice. In the event of such termination by CITY other than for default on the part of MFA, the City shall make a final payment to MFA for actual hours charged at the time of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

If the services of MFA are terminated by CITY for default on the part of MFA, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by CITY with consideration given to the actual costs incurred by MFA in performing the work to be the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to CITY at the time of termination, the cost to CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the termination had been for the convenience of CITY rather than for default.

If it is determined for any reason that MFA was not in default or that MFA's failure to perform is without it or its employees' fault or negligence, the termination shall be deemed to be a termination for the convenience of CITY in accordance with the provision of this Agreement.

16. 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, addressed as follows:

To CITY: City Engineer
200 E Market St
Aberdeen, WA 98520

To MFA: Maul Foster & Alongi, Inc.
400 East Mill Plain Blvd, Suite 4000
Vancouver, WA 98660

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

17. ENTIRE AGREEMENT

The terms and provisions of this Agreement constitute the entire Agreement between the parties and supersede all previous communications, negotiations, proposals, representations, conditions, warranties or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be enlarged, modified or altered except in writing, signed by duly authorized officers or representatives of the parties.

18. SEVERABILITY

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. CITY and MFA shall in good faith attempt to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

19. VENUE

The venue of any legal action between the parties as result of this Agreement shall be in the Superior Court of the State of Washington, in and for Grays Harbor County, Washington, located in Montesano, Washington.

20. COST OPINIONS

Any cost opinions or Project economic evaluations provided by MFA will be on a basis of experience and judgment, but, since MFA has no control over market conditions or bidding procedures, MFA does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

21. NO THIRD PARTY BENEFICIARIES

This agreement gives no rights or benefits to anyone other than CITY and MFA and has no third party beneficiaries.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this ____ day of _____, 20__.

[INSERT FULL NAME]	**CITY OF ABERDEEN**
_____	_____
By:	Pete Schave, Mayor
	Attest:
_____	_____
	Finance Director

Attachment A

MAUL FOSTER ALONGI

3140 NE Broadway Street | Portland, OR 97232 | 971 544-2139 | www.maulfoster.com

October 7, 2020
Project No. 0922.06.01

Kevin Eldred
City of Aberdeen, Engineering Department
200 E Market Street
Aberdeen, WA 98520

Re: Shannon Slough A&E Study

Dear Mr. Eldred:

The Maul Foster & Alongi, Inc. (MFA) team appreciates the opportunity to submit this proposal to assist the City of Aberdeen (the City) with the Shannon Slough Architecture & Engineering (A&E) Study. The following scope of work provides a task breakdown and fee estimate for four major work elements necessary to complete design and permit application preparation for the project. These include: data acquisition, development of design alternatives, design alternatives evaluation, detailed design, and permit application preparation.

SCOPE OF WORK

Task 1—Data Acquisition

MFA will contract with a licensed professional land surveyor to perform a topographic survey of the Shannon Slough corridor. This topographic survey will include evaluation of the existing culverts and tide gate and transects of the Shannon Slough, below the existing levee to the mouth, to support the hydraulic modeling effort. Where possible, this survey will make use of previous information collected for the Seaport Landing Site to avoid rework.

MFA will also contract with a qualified wetland professional to perform a wetland delineation and assessment in the vicinity of the existing failed culvert. The wetland delineation work will be coordinated with the topographic survey to ensure that the survey includes any wetland limits identified.

MFA understands that the Federal Emergency Management Agency (FEMA) has performed hydrologic analyses to delineate the watershed of and establish the peak discharge-frequency relationships for Shannon Slough. MFA will request the relevant flood insurance study backup data, from which these relationships were developed, from FEMA. MFA will evaluate the underlying assumptions of the FEMA hydrologic analyses and perform additional sensitivity analyses on the hydrologic model to evaluate the potential effects of climate change (i.e., increased precipitation intensity) on the 100-year peak discharge.

MFA will conduct a site visit with City staff to verify our understanding of the events leading to original culvert failure and the City's subsequent repair efforts (i.e., placement of a new emergency culvert). MFA will obtain all related design drawings and documentation supporting the emergency culvert installation at this time. While on site, MFA will use an unmanned aerial vehicle (drone) to obtain a detailed orthographic aerial image of the Shannon Slough corridor and collect other aerial and ground imagery to further inform the design and support the preparation of permit documents.

Task 2—Development of Design Alternatives

MFA will prepare a Hydraulic Engineering Center–River Analysis System (HEC-RAS) hydraulic model of the existing conditions of the Shannon Slough from approximately U.S. Highway 101 to its mouth at the Chehalis River. This model will be used as the baseline conditions against which the design alternatives will be compared.

MFA will engage with the City and the Grays Harbor Historical Seaport Authority to identify and develop alternatives for the failed culvert. Consistent with the request for qualifications, the design alternatives will include at least the following scenarios:

- Retain the City's temporary repair and abandon in place the existing 54-inch-diameter culvert.
- Remove the City's temporary repair and construct a replacement culvert and tide gate (restore to preexisting [pre-storm] conditions).
- Restore impacted sections of the Shannon Slough to an open channel.

A preliminary engineering design and HEC-RAS model will be prepared for each alternative to document the hydraulic capacity of the alternative and potential backwater effects, given the dynamic tidal regime of the Chehalis River/Grays Harbor. Preliminary designs will involve consideration of whether the existing tide gate would need to be replaced as well as opportunities to regrade the existing banks of the Shannon Slough to create additional floodplain storage, contain and convey extreme flows, and enhance habitat. Each alternative will also be evaluated for the potential effects on fish passage in accordance with the Washington State Department of Transportation's Hydraulics Manual. The open channel alternative will likely be sized based on the stream simulation method.

Task 3—Design Alternatives Evaluation

Design alternatives will be evaluated and ranked according the relative initial cost, ongoing operations and maintenance costs, implementability (including permitting considerations), habitat impacts/fish passage, compatibility with known environmental conditions and likely remedial actions at the Seaport Landing Site, and compatibility with the Grays Harbor

Historical Seaport Authority's plans for the site. MFA will prepare an alternatives analysis and preliminary design summary memorandum, highlighting the evaluation of design alternatives and the expected permitting and detailed design milestones for the selected alternative.

Task 4—Detailed Design

MFA will prepare a 90% design deliverable for the selected alternative following the City's review of the design alternatives analysis. The design drawings will include grading plans and sections, tide gate mechanical plans (if required), a planting plan(s) using native plantings, and plans for relevant site features. Each design milestone will include an updated engineering cost estimate. This task does not anticipate that geotechnical or structural engineering will be required for the selected alternative. If these efforts are required, they will be provided under a separate task.

Task 5—Permit Application Preparation

Concurrent with the design development, MFA will prepare a State Environmental Policy Act checklist and Joint Aquatic Resources Permitting Application and relevant attachments for submittal to relevant permitting agencies (e.g., U.S. Army Corps of Engineers, Washington State Department of Ecology). As part of the final design deliverable, MFA will prepare bid/contract documents to facilitate the future construction bid solicitation. MFA understands that, when the design and engineering has been completed to a level to facilitate formal federal consultations, the City will provide the final design documents to the Washington State Emergency Management Department and FEMA for review and approval. Bid solicitation assistance and permitting phase assistance (subsequent to permit submittal) will be provided under a separate future task.

BUDGET

The estimated cost to perform the proposed work for the Shannon Slough A&E Study is $93,060 and is summarized in the attached table. Future phases of work, including construction management or technical construction support services, will be developed after the completion of the A&E Study.

This cost estimate does not represent a lump sum. MFA bills for time and materials and may apply money from one task to another to complete the scope of work, with approval from the City.

SCHEDULE

MFA will begin work within seven days of receiving authorization to proceed. This proposal is valid for 60 days. A project schedule will be developed following the project kickoff meeting.

After you have reviewed this submittal, please indicate your approval of the proposal by signing and returning the attached work order to us as an electronic or hard copy. Please retain a copy for your records.

Sincerely,

Maul Foster & Alongi, Inc.

Kathy Lombardi, PE
Director of Operations

Joshua Elliott, PE
Project Manager

Attachments: Table
Work Order
Schedule of Charges

cc: Rick Sangder

MAUL FOSTER ALONGI

Estimated Budget
Shannon Slough A&E Study
City of Aberdeen

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Data Acquisition	52	$8,430	$845	$13,800	$23,075
2 HEC-RAS Modeling	111	$15,645	$0	$0	$15,645
3 Design Alternatives Evaluation	101	$14,225	$0	$0	$14,225
4 Detailed Design	182	$25,610	$0	$0	$25,610
5 Permit Application Preparation	100	$14,505	$0	$0	$14,505
				Total Estimated Cost	**$93,060**

MAUL FOSTER ALONGI

MFA WORK ORDER AUTHORIZATION

Between MFA and City of Aberdeen (Client).

Signing of this Authorization by MFA and Client authorizes MFA to complete the Work as described below under the terms and conditions of the Master Agreement for Professional Services with an effective date of: December 28, 2016, and the attached updated Schedule of Charges. The Master Agreement for Professional Services is fully incorporated herein by this reference.

MFA Project No.: 0922.06.01 **Work Order No.:** 1

Project Name: Shannon Slough A&E Study

Project Location: Aberdeen, WA

SCOPE OF WORK: MFA will perform the Work indicated below.

The scope and budget are included in the letter to which this work order is attached.

SCHEDULE OF WORK:

MFA will begin work within 7 days of receiving authorization to proceed. This proposal is valid for 60 days.

ESTIMATED COST OF WORK: $93,060

This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 7th day of October, 2020.

By Maul Foster & Alongi, Inc.:	**By City of Aberdeen:**
Signature	Signature
Kathy Lombardi, PE Printed Name	Printed Name
Director of Operations Title	Title

Attachment B

MAUL FOSTER ALONGI

www.maulfoster.com

SCHEDULE OF CHARGES FOR STATE-FUNDED PROJECTS

PERSONNEL CHARGES

Principal	$190 – 250/hour
Senior	$140 – 190/hour
Project	$135 – 160/hour
Staff	$115 – 130/hour
Analyst	$120 – 140/hour
Technician/Design	$100 – 125/hour
Administrative Support	$90 – 110/hour

Travel time will be charged in accordance with the above rates.

OUTSIDE SERVICES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

- Printing and photographic reproduction
- Rented vehicles
- Special fees, permits, insurance, etc.
- Rented equipment
- Shipping charges
- Consumable materials

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

DIRECT CHARGES

Vehicle Mileage will be billed at the current Washington State Office of Financial Management (OFM) Mileage Rate.
Lodging and Meals will be billed at cost, not to exceed the OFM per diem limits.
Receipt documentation will be provided for all direct charges.

COMPUTER CHARGES

CADD, ArcGIS, Tableau, Alteryx.....$20.00/hour
EQuIS, EVS, Modeling Applications.....$30.00/hour

FIELD EQUIPMENT

The rates for field equipment are set forth in the Field Equipment Rate Schedule.

DOCUMENT PRODUCTION

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount.

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: RCO Boating Facilities Program Grant Authorization

REPORTS AS FOLLOWS: The Washington State Recreation and Conservation Office (RCO) has a Boating Facilities Program that could fund up to $1 million for development and/or acquisition of necessary property for a recreational public boat launch. If awarded, the City's required match would be 25% or up to $250,000. The City is currently exploring options for providing match, including outside funding sources and reserve funds. If awarded the grant, authorization to execute the grant funding agreement and commit the City's match funds will require separate City Council approval at a later date. Public Works and the Parks Department are working in partnership to prepare the grant application that is due November 1, 2020.

IT IS RECOMMENDED: The City Council shall authorize the City to submit a RCO Boating Facilities Program grant application for up to $1 million and shall pass a resolution authorizing the submission of the 2020 Boating Facilities Program grant application and establishing authorized agents on behalf of the City.

_____
Rick Sangder
Public Works Director

Reported _____ , 2020

Adopted _____ , 2020

_____
Nathan Kennedy, Committee Chair

_____
Joshua Francy, Vice-Chair

_____
Dave Haviland, Member

_____
Liz Ellis, Member

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LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: RCO Fry Creek Implementation Phase 1

REPORTS AS FOLLOWS: The City of Aberdeen was awarded $2,230,000 through the Washington Coast Restoration & Resiliency Initiative in 2017 for the first phase of construction for the restoration of Fry Creek. The City is preparing to enter into a funding agreement with the Washington State Recreation and Conservation Office (RCO) for reimbursement of the funds. RCO's standard form Applicant Authorization Resolution must be executed prior to entering any agreement with RCO for project funding.

IT IS RECOMMENDED: The City Council shall pass the Applicant Authorization Resolution for RCO funding for Fry Creek Implementation Phase 1.

_____
Rick Sangder
Public Works Director

Reported _____ , 2020

Adopted _____ , 2020

_____
Nathan Kennedy, Committee Chair

_____
Joshua Francy, Vice-Chair

_____
Dave Haviland, Member

_____
Liz Ellis, Member

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WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) City of Aberdeen

Resolution No. or Document Name 2020-

Project(s) Number(s), and Name(s) South Aberdeen Boat Launch

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Rick Sangder (Public Works Director)
Project contact (day-to-day administering of the grant and communicating with the RCO)	Rick Sangder (Public Works Director)
RCO Grant Agreement (Agreement)	Pete Schave (Mayor)
Agreement amendments	Pete Schave (Mayor)
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Pete Schave (Mayor)

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor _____ Date 10/14/20 _____

On File at: Aberdeen City Hall, 200 East Market Street, Aberdeen WA 98520

This Applicant Resolution/Authorization was adopted by our organization during the meeting held: (Local Governments and Nonprofit Organizations Only):

Location: Aberdeen City Council telephonic meeting _____ Date: 10/14/2020 _____

Washington State Attorney General's Office

Approved as to form Brian Faller _____ 2/13/2020 _____
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

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WASHINGTON STATE
Recreation and
Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) City of Aberdeen

Resolution No. or Document Name 2020-

Project(s) Number(s), and Name(s) 18-1204 Fry Creek Implementation Phase 1

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Kris Koski (City Engineer)
Project contact (day-to-day administering of the grant and communicating with the RCO)	Kris Koski (City Engineer)
RCO Grant Agreement (Agreement)	Pete Schave (Mayor)
Agreement amendments	Pete Schave (Mayor)
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Pete Schave (Mayor)

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor _____ Date 10/14/20

On File at: Aberdeen City Hall, 200 East Market Street, Aberdeen, WA 98520

This Applicant Resolution/Authorization was adopted by our organization during the meeting held: (Local Governments and Nonprofit Organizations Only):

Location: Aberdeen City Council remote meeting _____ Date: 10/14/2020

Washington State Attorney General's Office

Approved as to form Brian Faller _____ 2/13/2020 _____
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

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ABERDEEN FIRE DEPARTMENT
CITY OF ABERDEEN

Mr. Mayor:	Hon. Pete Schave
The Members of:	Public Safety Committee and Fire Chief
To Whom was Referred:	Interlocal agreement between Grays Harbor County and the City of Aberdeen for the development of an Overdose Quick Response Team.

REPORT AND RECOMMEND AS FOLLOWS:
Grays Harbor County and the City of Aberdeen desire to enter into an agreement to provide Leadership in developing an Overdose Quick Response Team in accordance with the provisions set forth in the Interlocal Agreement.

Grays Harbor County is the recipient of a Federal Grant from the Rural Response to the Opioid Epidemic program. One of the primary goals of the grant is to decrease morbidity and mortality for people who use opioids. The formation of this team will provide benefit to the County and the City through fewer overdose deaths and related harm that comes from Opioid Use Disorder and create a model for county-wide participation.

The Aberdeen Fire Department's Fire Service Specialist shall serve on the Quick Response Team for the duration of this agreement. Compensation received under the terms of this agreement will be allocated to the fire department's budget.

The City of Aberdeen shall be paid no more frequently than monthly and upon submission of an approved invoice. The maximum amount payable by the County to the City is $18,273.00 to be paid in equal monthly installments of one thousand five hundred twenty-two dollars and seventy-five cents ($1,522.75) and which includes a 10% indirect/administration allotment.

The term of this Agreement shall begin on October 1, 2020 and shall remain in effect through September 30, 2021 unless terminated sooner as provided in the Agreement.

Therefore, it is recommended that the City Council authorize Mayor Schave to Execute the Interlocal agreement between Grays Harbor County and the City of Aberdeen for the development of an Overdose Quick Response Team.

Tom Hubbard, Fire Chief
Reported: October 14, 2020

Adopted: _____ 2020

Chair

INTERLOCAL AGREEMENT BETWEEN GRAYS HARBOR COUNTY AND THE CITY OF ABERDEEN FOR THE DEVELOPMENT OF AN OVERDOSE RESPONSE TEAM

THIS AGREEMENT is made effective as of 1st day of October, 2020 by and between Grays Harbor County through the Department of Public Health, a political subdivision of the State of Washington, (COUNTY) and the City of Aberdeen ("City" of "Aberdeen"), a municipal corporation, through Aberdeen Fire Department (together, "CITY") pursuant to RCW 39.34.0810.

COUNTY and CITY are hereinafter referred to as the parties and each a party. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

RECITALS

WHEREAS, Grays Harbor County and the City of Aberdeen desire to enter into an agreement to provide Leadership in developing an Overdose Response Team in accordance with the provisions set forth below; and,

WHEREAS, Grays Harbor County is the recipient of an award from the Rural Response to the Opioid Epidemic; and.

WHEREAS, the goals of the award are to decrease morbidity and mortality for people who use opioids; and

WHEREAS, most of the opioid overdoses in Grays Harbor County are within the City of Aberdeen and the Aberdeen Fire Department are most often the direct responders to the overdose calls; and,

WHEREAS, the formation of this team will provide the most benefit to the County and the City through fewer overdose deaths and related harm that comes from Opioid Use Disorder and create a model for county-wide participation; NOW THEREFORE,

In consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. PURPOSE: Under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act, the parties intend that this Agreement shall memorialize their desire to cooperatively form a partnership for the implementation of collaborative efforts to allow the sharing of resources, including but not limited to, personnel and equipment.

2. DURATION OF AGREEMENT

The term of this Agreement shall begin on **October 1, 2020** and shall remain in effect through **September 30, 2021** unless terminated sooner as provided herein. Either party may terminate this Agreement, as provided under Section 11.

☒ This Agreement may be further amended from time to time, as agreed in writing by the parties consistent with the provisions herein. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written Agreement Amendment, signed by an authorized representative of each party. Work under an Agreement Amendment shall not proceed until the Agreement Amendment is duly executed by both parties.

3. Guiding Principles. Efforts will:

a. Be administrative in nature and not require formation of any new governance entity,
b. Eliminate or substantially minimize redundancy in efforts and operating practices;
c. Utilize specialized skills of existing employees;
d. Respect the unique identities of each Party and its customers;
e. Improve the customer service cultures of the respective Parties;
f. Realize greater utilization of technology; and
g. Provide backup staffing and/or resource capacity.

4. CITY OBLIGATIONS

a. The CITY represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary qualifications to perform the services set forth in this Agreement.

b. The CITY shall collaborate with the COUNTY to develop and implement an Overdose Response Team. A detailed statement of work is set forth in EXHIBIT A, attached hereto and incorporated herein.

c. CITY shall ensure all services and activities provided by the CITY or any subcontractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

d. CITY shall initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in writing during the course of this Agreement.

e. The CITY shall perform according to standard industry practice of the work specified by this Agreement.

f. The CITY shall complete its work no later than the Agreement termination date and in accordance with the schedule agreed to in writing by the parties.

g. The CITY shall, from time to time, during the progress of the work, confer with the County. At the County's request, the CITY shall prepare and present status reports on its work to Wilma Weber, or the current grant coordinator for this project.

h. CITY understands and acknowledges that the funding for this program is provided by a grant administered by the Institute for Intergovernmental Research (IIR) in the Rural Response to the Opioid Epidemic Demonstration Project to the County and is contingent upon compliance with certain obligations set forth in the grant. A copy of the compliance requirements and obligations are provided in Exhibit B.

i. CITY shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers in its employ and control who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities. City shall require that any subcontractors perform criminal background checks for staff members, case managers, outreach staff members, etc. or volunteers in the subcontractor's employ and control who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

j. When providing services to youth, the CITY shall ensure that requirements of WAC 110-04-0040 are met.

5. COUNTY OBLIGATION

a. The COUNTY will pay CITY a maximum compensation of Eighteen thousand, two hundred and seventy three dollars ($18,273.00) for the services performed hereunder and in accordance with Section 3:

b. The COUNTY will provide necessary equipment or materials upon written request approved by the County.

6. PAYMENT PROVISIONS

a. The CITY shall be paid no more frequently than monthly and upon submission of an approved invoice. The maximum amount payable by the

COUNTY to the CITY is $18,273.00, to be paid in equal monthly installments of one thousand five hundred twenty-two dollars and seventy-five cents ($1,522.75), and which includes a 10% indirect/administration allotment. In the event of any errors or omissions by the CITY in the performance of any work required under this Agreement, the CITY shall make any and all necessary corrections without additional compensation. All work submitted by the CITY shall be certified by the CITY and checked for errors and omissions.

b. The CITY will submit a detailed invoice monthly. The COUNTY shall pay the CITY for services after receipt approval of a valid submitted invoice. County and will remit payment within thirty days from the date of approval.
c. No payment shall be made for any work performed by the CITY, except for work identified and set forth in this Agreement. Unless otherwise provided for in this Agreement, the CITY will not be paid for any invoices presented for payment for work completed outside the term of the Agreement as identified in paragraph 2 of this Agreement.
d. In the event the CITY has failed to perform any obligation under this Agreement and such failure has not been cured within fifteen days following notice from the COUNTY, then the COUNTY may, upon written notice to the CITY, withhold any and all monies due and payable to the CITY, until such failure to perform is cured or otherwise adjudicated.

7. CITY AS INDEPENDENT CONTRACTOR

a. The CITY's services shall be furnished by the CITY as an Independent contractor; City personnel are not agents, employees or servants of the COUNTY. The CITY specifically has the right to direct and control CITY's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
b. The CITY acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the CITY is not entitled to any COUNTY benefits for personnel, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Grays Harbor County employees.
c. The CITY shall have and maintain complete responsibility and control over all of its subcontractor's, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CITY shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.
d. The CITY shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is

now or may during the term of this Agreement be enacted as to all persons employed by the CITY and as to all duties, activities and requirements by the CITY in performance of this Agreement.

e. No portion of this Agreement may be subcontracted to a third party by the CITY without prior written approval of the COUNTY.
f. All financial transactions conducted under this Agreement will be in compliance with applicable federal financial guidelines, rules and regulations.
g. CITY will invoice COUNTY for agreed-upon allowable costs incurred during the invoice period, in accordance with terms in Sections 5 and 6 of this Agreement. Any indirect costs charged must be consistent with either an Indirect Cost Negotiated Agreement with a federal agency or other indirect cost allocation plan/rate in accordance with 2 Code of Federal Regulations (CFR) Part 200. Invoices will include appropriate backup documentation and should be submitted no more frequently than monthly. COUNTY shall pay CITY invoice within 30 days after submission, pending COUNTY review and approval.
h. CITY represents, certifies and covenants that CITY shall perform services in a manner conforming to generally accepted industry standards and practices and by qualified CITY personnel who meet federal requirements and have a level of skill commensurate with the requirements of the service.
i. CITY certifies that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. CITY's failure to comply with the foregoing is grounds for immediate termination of this Agreement by COUNTY.
j. In executing this Agreement, CITY represents that it is fully capable of providing the efforts anticipated and required by the Agreement and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.

8. <u>USE OF FUNDS:</u>

CITY shall use funds for the activities described in herein, agreeing that the service CITY provides will be completed from the CITY's work site, with "on-site" visits in compliance with public health advice, to include remote video technology (e.g., "ZOOM" or "WEBEX", etc.) as appropriate. Coordination meetings will be held in accordance with public health advisories and may be held in-person or via remote video technology as appropriate. Services provided to a youth with insurance benefits by a licensed clinician shall be billed to the appropriate payer. All meetings will be held in accordance with health and safety advisories and/or directives related to the current novel coronavirus/CODIV-19 pandemic.

9. NON-DISCRIMINATION IN CLIENT SERVICES

The CITY, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any sensory, mental, or physical disability. Implementation of this provision shall be consistent with RCW 49.60.400.

10. INSURANCE –

a. The City of Aberdeen is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 155 public entities in the State of Washington. WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership.
b. WCIA has at least $4,000,000.00 per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.
c. Liability coverage includes general liability, automobile liability, stopgap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

10. HOLD HARMLESS AND INDEMNIFICATION

a. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.
b. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
c. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

11. TERMINATION

A. Termination for Convenience: Either party may terminate this Agreement, in whole or in part, at any time, upon thirty (30) days written notice by Certified Mail to the other party at the address set forth below.

   1. In the event that the Agreement is terminated for convenience, the County shall pay the CITY for all costs incurred by the CITY in performing the Agreement up to the termination date specified in the notice. Payment shall be made in accordance with Sections 5 and 6 of this Agreement.

B. Termination by Necessity: In the event that Federal or State funding is provided for this project, and that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, the County may elect to suspend or terminate this Agreement, in whole or in part, as a termination for convenience with a ten calendar day notice to CITY, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the CITY. After the effective date, no charges incurred under this Agreement are allowable.

   Notwithstanding any provision to the contrary, funding under this Agreement beyond the current appropriation year is conditional upon continued funding from the Institute for Intergovernmental Research (IIR) and upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Agreement. Should either or both not be approved, this Agreement shall terminate immediately and the County shall not be obligated for the CITY's performance hereunder or by any provision of this Agreement after the date of termination.

C. Termination for cause: The COUNTY shall provide the CITY with written notice of default in action, and the CITY shall have 15 calendar days to cure the defect. If, after written notice, the CITY does not cure the default, the COUNTY may, upon further written notice, terminate this Agreement effective immediately upon receipt of notice.

   1. In such a case, the amount to be paid will be determined with consideration given to:

      a) the actual costs incurred by CITY in performing the work to the date of termination; and,

      b) the amount of work originally required which was satisfactorily completed to date of termination; and,

c) whether the work is in a form or a type which is usable to the COUNTY at the time of termination; and,

d) the cost to COUNTY of employing another vendor to complete the work required and the time which may be required to do so; and

e) other factors which affect the value to the COUNTY of the work performed at the time of termination.

2. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the termination had been for the convenience of the COUNTY rather than for default.

D. Addresses of Parties:

Grays Harbor County Department of Public Health
2109 Sumner Avenue,
Aberdeen, WA 98520

City of Aberdeen Fire Department
700 West Market Street
Aberdeen WA 98520

12. COMPLIANCE WITH LAWS:

A. CITY, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including federal and state nondiscrimination statutes and regulations.

B. The CITY assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to the CITY and all of CITY's employees, if any, engaged in the performance of work under this agreement. The CITY shall furnish to the County, on its request, a certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, and payroll assessments. In addition, the CITY agrees to pay any and all taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this Agreement.

13. INSPECTION OF BOOKS AND RECORDS AND RETENTION (applies to subcontracts with organizations)

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the CITY relating to the performance of this Agreement. This includes work of CITY, any subcontractor or any other person

or entity that performed connected or related work under this Agreement. Such inspection and audit shall occur in Grays Harbor County, Washington, or other reasonable locations that the County selects. The CITY shall supply or permit the County to copy such books and records. The CITY shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Agreement. The CITY shall keep all books and records required by this Agreement for six years after termination or expiration of this Agreement. COUNTY shall provide prompt written notification to CITY if any litigation, claim, or audit is commenced related to this Agreement. Relevant records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period, to the extent such supporting documentation has been retained at the commencement of such litigation claim, or audit.

14. OWNERSHIP OF MATERIALS/WORK PRODUCED

A. Material produced in the performance of the work under this Agreement shall be "works made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, and drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the CITY uses to perform this Agreement but is not created for or paid for by the County is owned by the CITY and is not "work made for hire"; however, the County may obtain a license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the CITY has a right to grant such a license.

B. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version agreed upon by the Parties.

15. DISPUTES

Differences between the CITY and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the CITY shall be decided by the County's Agreement representative or designee. All rulings, orders, instructions and

decisions of the County's Agreement representative shall be final and conclusive, subject to the CITY's right to seek judicial relief.

16. CHOICE OF LAW, JURISDICTION AND VENUE

A. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

B. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Grays Harbor County, Washington.

17. CONFIDENTIALITY

The PARTIES, and their employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information identified as such, and to the extent provided by law, provided by or acquired in performance of this Agreement by the PARTIES, except upon the prior written consent of the affected Party or an order entered by a court of competent jurisdiction. The PARTIES shall promptly give each other written notice of any Public Records Act request or judicial proceeding seeking disclosure of such information.

18. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

C. Should the Parties determine that the severed portions substantially alter this Agreement so that the original intent and purpose of this Agreement no longer exists, the Parties may terminate this Agreement.

19. ENTIRE AGREEMENT

A. This Agreement consists of the General Terms and Conditions, all EXHIBITs and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the CITY's response.

B. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

20. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 11. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

21. SURVIVABILIITY:

The terms and conditions contained in this Agreement which, by their sense and context, are intended to survive the completion, expiration or termination of this Agreement shall survive. Surviving terms include, but are not limited to: Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

22. EXHIBITS: The following EXHIBITs are attached and are incorporated into this Agreement:

EXHIBIT A – Statement of Work

SIGNATURE APPEAR ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 20

CITY:
City of Aberdeen

_____
Pete Schave, Mayor

ATTEST:

_____
Patricia Soule, Finance Director

APPROVED AS TO FORM:

_____
Patrice Kent, Corporation Counsel

CLERK OF THE BOARD:

_____
Jenna Amsbury

APPROVED AS TO FORM:

_____
Deputy Prosecuting Attorney

BOARD OF COMMISSIONERS
Of Grays Harbor County :

_____
Vickie L. Raines, Chair, Commissioner

_____
Wes Cormier, Commissioner

_____
Randy Ross, Commissioner

EXHIBIT A

STATEMENT OF WORK

This agreement with Aberdeen Fire Department for .15 FTE of Fire Service Specialist time, equating to $18,273 (includes 10% indirect/administration) over 12 months.

Statement of work is to collaborate on the development of an Overdose Response Team including the following activities:

- Policy and procedure manual
- Recruitment and training of team members
- Data collection and reporting
- Orchestrating and participating in direct field response as a member of the Overdose Response Team
    - Vehicle mileage reimbursable at federal rate (.58/mile) to a maximum of $1,160

ATTACHMENT B

Grays Harbor Public Health and Social Services

Rural Responses to the Opioid Epidemic Demonstration Project

Additional Provisions

Compliance With Law

GHPH acknowledges that this *Agreement* is being funded by the federal awarding agency under a Cooperative Agreement to *IIR* and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. *GHPH* shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom *GHPH* further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice).

If to *GHPH*:

Mailing Address
2109 Sumner Avenue
Aberdeen, WA 98520-3600

If to *IIR*:

Mailing Address
Post Office Box 12729
Tallahassee, FL 32317-2729

Project Correspondence and Communications

All official, nonfinancial-related communications related to *GHPH*'s project should come from the Project Director/Coordinator named below who is the official project coordinator of record. *GHPH*'s Project Coordinator is:

Ms. Wilma Weber
Phone: (360) 500-4069
Email: wweber@co.grays-harbor.wa.us

Communications related to the project scope and/or deliverables for this project should be directed to *IIR*'s Project Manager via email. *IIR*'s Project Manager is:

Ms. Michelle White
Email: mwhite@iir.com

All financial or reporting-related communications regarding the project should come from either the Project Director/Coordinator or a single designated point of contact appointed by the Project Director/Coordinator. *GHPH*'s Financial Coordinator is:

Ms. Karolyn Holden
Phone: (360) 500-4063
Email: kholden@co.grays-harbor.wa.us

Communications of a financial or reporting nature should be directed to *IIR*'s Contractual and Financial point of contact:

Ms. Mary J. Dodd
Contract Specialist
Phone: (850) 385-0600, Ext. 330
Email: mdodd@iir.com

Data Universal Numbering System (DUNS)

GHPH's DUNS number is 083736009.

Commercial and Government Entity (CAGE)

GHPH's CAGE code is 1RKV7.

Federal Funding Accountability and Transparency Act (FFATA)

GHPH certifies that the information provided to *IIR* for submission to the FFATA Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

Special Conditions Announced in or Applied to Grant Award

GHPH acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a federal award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. *IIR* reserves the right to convey to *GHPH*, in a written amendment to this *Agreement*, any additional

special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or *GHPH* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement.*

Amendments to Subaward

During the life of the subaward project, *GHPH* may identify changes or updates to administrative information, project activities, or the project budget. *GHPH* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will coordinate with BJA as necessary concerning the request and may contact *GHPH* for additional information or to discuss the adjustment. *IIR* will notify *GHPH* of the outcome of the request.

Some circumstances requiring a subaward adjustment include:

- Change in subaward contact/notices information.
- Request for a no-cost extension.
- New project director, designated key staff, authorized representative, or signing authority.
- Movement of dollars between approved budget categories that exceeds 10 percent of the total subaward amount.
- Changes in the scope of project activities.

Fiscal Management

GHPH has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. *GHPH* should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. *GHPH* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

Availability of Funds

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. *GHPH* will have 30 days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

Confidentiality

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.

Independent Contractor

GHPH agrees that as an independent contractor, *GHPH* controls the manner and means of work and that there will be no *IIR* employee benefits accruing to the benefit of *GHPH*, including, but not limited to, unemployment compensation, health and life insurance benefits, or retirement earnings. *GHPH* will not make any claims against *IIR* related to benefits reserved for employees. *GHPH* will indemnify, defend, and hold *IIR* and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from *GHPH*'s failure to provide benefits for *GHPH* and *GHPH*'s employees. *GHPH* agrees that *IIR* will pay *GHPH* the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of *GHPH*, which agrees to hold *IIR* harmless from any tax obligations.

Training and Other Materials

GHPH agrees to submit to *IIR* for submission to BJA for review and approval of all materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other related written materials, including Web-based materials and website content, at least 45 working days prior to the targeted dissemination date.

Statements on Work Products

Any work products prepared by *GHPH*, including multimedia products and websites, shall include statements provided by *IIR* related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

Subaward

GHPH must obtain prior written approval from *IIR* for any subawards that *GHPH* proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawardees must invoice *GHPH* for actual expenses and provide appropriate supporting documentation. *GHPH* must, in turn, provide *IIR* with invoices and supporting documentation received from the subawarded entities with the related invoice from *GHPH*. *GHPH* agrees to comply with its oversight and monitoring responsibilities for subawards issued by *GHPH* in compliance with 2 CFR Part 200 Uniform Requirements.

Sole Source Approval

All purchases/contracts under this *Agreement* should be competitively awarded unless circumstance precludes competition. When a purchase/contract exceeds $250,000 and there has been no competition, *GHPH* must forward sole source justification for the purchase/contract and obtain approval from *IIR* prior to finalizing the purchase/contract.

Consultant Rates

Consultant rates (excluding travel or other expense reimbursements) cannot exceed $650 per day (which is $81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the $650 daily rate.

Records Maintenance

GHPH shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. *GHPH* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, *GHPH* shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

Information Requests

GHPH agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Monitoring

GHPH agrees to comply with *IIR* or the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. *GHPH* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, *GHPH* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for *GHPH*'s expenses and termination of the *Agreement*.

Audit Requirements

Subrecipients that expend $750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. *GHPH* shall permit *IIR* and/or its auditors to have access to the records and financial statements of *GHPH* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under Part 200 Uniform Requirements. *GHPH* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

Audit and Inspection of Records

IIR, the federal funding agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of *GHPH* that are pertinent to this *Agreement*, in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to *GHPH*'s personnel for the purpose of interview and discussion related to such documents.

Corrective Action

GHPH shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

Disallowance

In the event that *GHPH* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, *GHPH* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to *GHPH*.

Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity

GHPH will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three years prior to the date of the grant award supporting this effort, *GHPH* has received any adverse finding of discrimination or should *GHPH* during the active life of this contract receive an adverse finding of discrimination against *GHPH*, after a due process hearing or by reason of a DOJ, OJP, Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, *GHPH* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

GHPH certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEOP) requirements or that it claims a complete or a limited exemption from the EEOP requirements and has completed the EEOP Certification Form.

Limited English Proficiency

GHPH agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency pursuant to information located at http://www.lep.gov.

Equal Treatment of Faith-Based Organizations

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. *GHPH* agrees to avoid such prohibited conduct. For more information, see https://ojp.gov/about/ocr/partnerships.htm. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff. Questions in this regard should be directed to the Office for Civil Rights.

Arrest and Conviction Records

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. *GHPH* agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf for more details.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

GHPH will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting 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 obtaining any federal contract, grant, or any other award or subaward covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. *GHPH* shall (i) comply and, for subawards or subcontracts hereunder which exceed $100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and, for subawards or subcontracts hereunder which exceed $100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

Debarment and Suspension

No contract that equals or exceeds $25,000 shall be made to parties listed as suspended or debarred in the System for Award Management (SAM). See https://www.sam.gov/SAM/ for more information. *GHPH* represents that it and its principals are not now and have not been at any time in the last five (5) years suspended, debarred, or otherwise excluded from receiving federal contracts. *GHPH* shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

False Claim; Criminal or Civil Violation

GHPH must promptly refer to *IIR* any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

Americans with Disabilities Act (ADA) Requirements

GHPH shall comply with the ADA requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and *GHPH* programs, activities, and services, including applicable requirements related to website access and use by the disabled.

Political Activities Prohibited

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

Prohibited Use of Funds Under 18 U.S.C. § 1913

GHPH will not use any funds awarded by the federal government (including through this subaward) to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

Personally Identifiable Information

In order for *IIR* to comply with its obligations related to actual or imminent breaches of information, *GHPH* agrees to immediately report any suspected, actual, or imminent breach of personally identifiable information related to its performance under this *Agreement* to *IIR* and conform with other procedures as required by the "IIR Breach of Personally Identifiable Information Procedures" provided to *GHPH* as Attachment C and incorporated by reference here or as may also be required by *GHPH*'s state law.

Text Messaging

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 *Federal Register* 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by DOJ and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Trafficking in Persons

GHPH agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of *GHPH* and any subrecipients or employees of *GHPH* or its subrecipients. The details of *GHPH*'s obligations related to prohibited conduct related to the trafficking of persons are posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Right, Title, and Interest

GHPH shall retain *GHPH*'s copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by *GHPH* as part of the work hereunder. *GHPH* hereby grants to the federal awarding agency through *IIR* (hereafter *IIR*) and to *IIR*'s successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by *GHPH* or others on behalf of *GHPH* as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by *IIR* pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by *GHPH* or others on behalf of *GHPH* as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as "developments"), anywhere throughout the world, in any medium which exists or which may hereafter be developed, free of any royalty or license fee whatsoever.

GHPH acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. *GHPH* acknowledges that, unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government in any resulting invention in accordance with 37 CFR 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 federal awarding agency.

"Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

It is the responsibility of *GHPH* (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. *GHPH* has the responsibility to obtain

from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill *GHPH*'s obligations to the government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, *GHPH* shall promptly bring such refusal to the attention of *IIR* and not proceed with the agreement in question without further authorization from *IIR*.

The parties agree that any breach of either party's obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

Patent Rights Clause

With respect to any subject invention in which *GHPH* or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

GHPH will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to *IIR*, which will review and forward them to the General Counsel, OJP, DOJ.

Association of Community Organizations for Reform Now (ACORN)

GHPH understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without the express prior written approval of OJP.

Airfare

GHPH understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating except as authorized by *IIR* prior to booking such tickets.

Travel Reimbursement; Meals and Lodging

GHPH understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at http://www.gsa.gov. Authorized travel will be reimbursed in accordance with *IIR*'s Travel Policy for Non-IIR Employees.

Food and/or Beverages

GHPH understands and acknowledges that for purposes of this award, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

Meeting Rooms and Audiovisual

GHPH understands and acknowledges that utilization of and costs for meeting rooms and audiovisual must comply with the requirements included in the DOJ Grants Financial Guide.

Event Advance Approval; Expenses and Reporting

GHPH acknowledges that all meetings and events must conform to the guidance in the DOJ Grants Financial Guide. *GHPH* is responsible for providing the necessary information to *IIR* for *IIR* to evaluate and either provide advance approval or disapproval for all events. In the absence of approval, event costs are not allowable costs for reimbursement under this *Agreement* with the exception of commitments entered into in good faith while prior approval was being solicited. If prior approval is not received, *GHPH* is responsible for taking steps to minimize the costs charged to this *Agreement*.

GHPH will provide the event information to *IIR* for each event forty-five (45) days prior to the scheduled event by completing *IIR*'s Event Request/Report form (form to be provided by *IIR*). *IIR* will notify *GHPH* of approval/disapproval no later than thirty (30) days prior to the scheduled event. *GHPH* will notify *IIR* if there are changes to the information provided on the Event Request/Report form.

GHPH will provide actual event and cost information to *IIR* for each event within forty-five (45) days of event completion. The actual information will be submitted to *IIR* on/with the Event Request/Report form.

Indemnification

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members, and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.

Insurance

Without limiting its obligations hereof, *GHPH* shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or nonowned vehicles used in performance of the work, with a minimum combined single limit of $1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein "insurance coverage" encompasses self-insurance maintained by government agencies. *GHPH* will provide Certificates of Insurance upon request by *IIR*.

Termination Due to Unavailability of Federal Funding

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, *IIR* may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to *GHPH*. Applicable costs incurred up to the effective date of the termination will be reimbursed by *IIR* in accordance with the compensation clauses detailed in the *Agreement*.

Cancellation for Cause

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

Termination for Force Majeure

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party which makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

Governing Law and Jurisdiction

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

Disputes

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Severability

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

Captions

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

Waivers and Remedies

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed

as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

Entireties

This *Agreement*, which includes Attachments A through F and *GHPH*'s response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

Binding Effect

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Survival

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT

Mr. Mayor: Hon. Peter Schave

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

In Reference To: **Board of Museum & History Request to have a commercial real estate appraisal performed on the "Boeing Building"**

Reports and recommendations as follows:

The City of Aberdeen Board of Museum and History met on Tuesday, October 6, 2020. At this meeting the Board approved a request to the Aberdeen City Council to hire a licensed commercial real estate appraiser to perform an appraisal on parcel number 010105001100, also known as "The Boeing Building". The Board has interest in utilizing this historic building to store museum artifacts.

At the September 30, 2019 City Council Meeting, the City Council approved a feasibility study of the Boeing Building. Rice Fergus Miller completed the feasibility study in January 2020. Information from this study were provided to the Board of Museum and History, the Mayor, and the Aberdeen City Council. Based on the results of this study, the Board of Museum and History would like to begin the process for a potential real estate purchase.

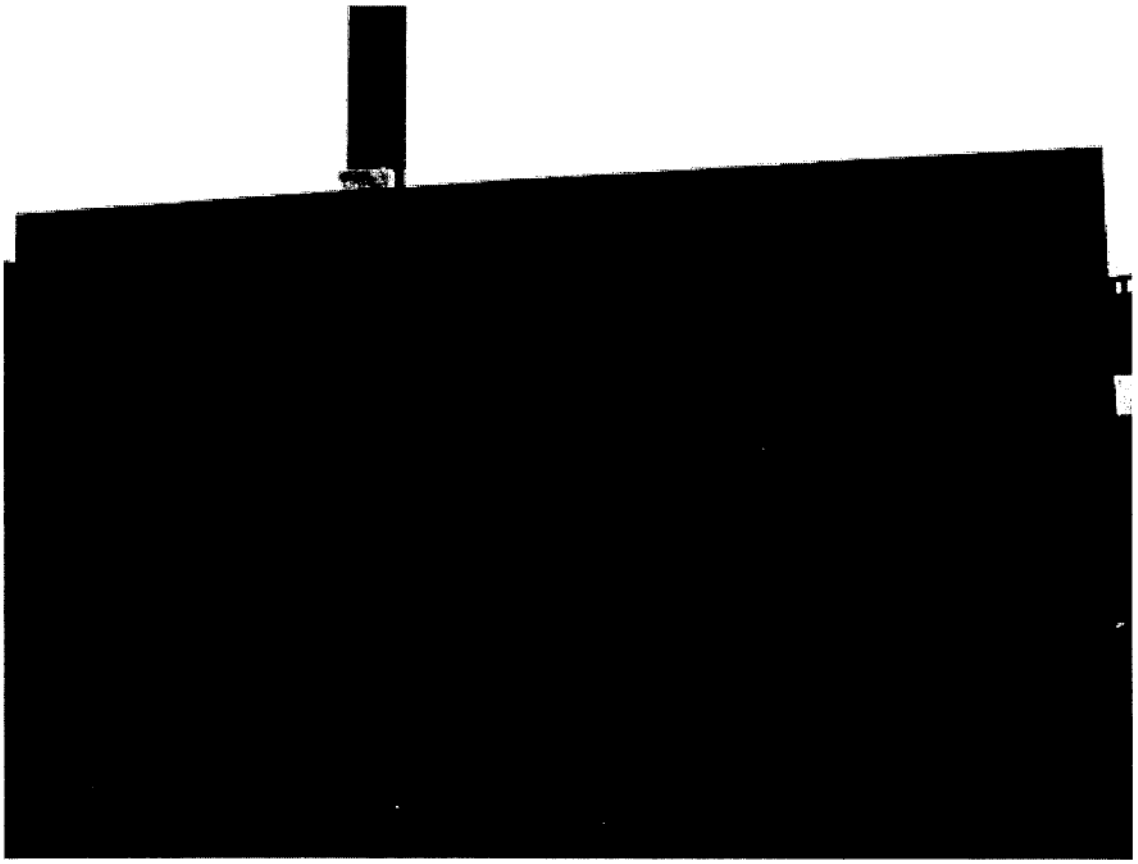
***Recommend as follows*:**

It is recommended that the City Council authorize staff to hire a qualified commercial real estate appraiser to perform an appraisal on parcel # 010105001100.

Stacie Barnum, Parks Director

Reported: October 14, 2020

Adopted: _____



Boeing Building

07/15/2018

GRAYS HARBOR COUNTY
WASHINGTON

Aumentum TECHNOLOGIES

TAXSIFTER

Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Parcel

Parcel#:	010105001100	**Owner Name:**	GOLDBERG LARRY D
DOR Code:	69 - Services - Misc	**Address1:**	PO BOX 960
Situs:		**Address2:**	
Map Number:	1709-09	**City, State:**	ABERDEEN WA
Status:		**Zip:**	98520
Description:	BENNS PLAT LOT 11 LS HY; LOT 12 BLK 50		
Comment:			

2020 Market Value		2020 Taxable Value		2020 Assessment Data	
Land:	$27,945	Land:	$27,945	District:	AB005 H2 - AB005 H2
Improvements:	$37,722	Improvements:	$37,722	Current Use/DFL:	No
Permanent Crop:	$0	Permanent Crop:	$0		
Total	$65,667	Total	$65,667	Total Acres:	0.24000

Ownership

Owner's Name	Ownership %	Owner Type
GOLDBERG LARRY D	100 %	Owner

Sales History

No Sales History

Building Permits

No Building Permits Available

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2020	GOLDBERG LARRY D	$27,945	$37,722	$0	$65,667	$0	$65,667
2019	GOLDBERG LARRY D	$27,945	$34,130	$0	$62,075	$0	$62,075
2018	GOLDBERG LARRY D	$27,945	$34,130	$0	$62,075	$0	$62,075
2017	GOLDBERG LARRY D	$27,945	$32,505	$0	$60,450	$0	$60,450
2016	GOLDBERG LARRY D	$27,945	$32,505	$0	$60,450	$0	$60,450

View Taxes

Parcel Comments

No Comments Available

Property Images

Click on an image to enlarge it.

GRAYS HARBOR COUNTY
WASHINGTON

Aumentum TECHNOLOGIES

TAXSIFTER

Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal MapSifter

Parcel

Parcel#:	010105001100	**Owner Name:**	GOLDBERG LARRY D
DOR Code:	69 - Services - Misc	**Address1:**	PO BOX 960
Situs:		**Address2:**	
Map Number:	1709-09	**City, State:**	ABERDEEN WA
Status:		**Zip:**	98520
Description:	BENNS PLAT LOT 11 LS HY; LOT 12 BLK 50		
Comment:			

Land

Land - 10,350 sf

Land Code	Unit Type	Units	Land Shape	Width	Depth
SqFt	Square Feet	10350.00000000		1.00	1.00

Comm / Ag / Utility

Storage Warehouse - Comm / Ag / Utility - Warehouse

Total Area	Year Built	Remodel Year	Quality	Condition
11543.0000	1910		1.0 - Low	2.0 - Fair

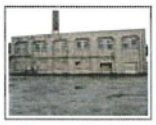
Components

Building Data

Section	Section 01
Class of Construction	C - Masonry Bearing Walls
Shape	2 - Rectangular or Slightly Irregular

Occupancy

Occupancy Name	Area
Storage Warehouse	11543.0000

Property Images

Click on an image to enlarge it.