



ABERDEEN CITY COUNCIL

March 11, 2020

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

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

COUNCIL MEETING

I. ROLL CALL

II. FLAG SALUTE

III. APPROVAL OF MINUTES

IV. ADDITIONS / DELETIONS

V. PUBLIC COMMENT Re: Agenda Action Items (Indicated by AI) (Please limit your comments to 3 minutes)

VI. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
- E. Resolutions
- F. Ordinances

VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Public Hearings
 - 1. This is the date set for public hearing on the proposed 2020 Stormwater Management Plan (SWMP).
- C. Reports & Communication
 - 1. (AI) Report from Public Works and the Public Works Director recommending that the Public Works Committee and the City Council authorize the surplus and auction of a 14' Smoker Craft Boat and Trailer.

2. (AI) Report from Public Works and the Public Works Director recommending that the City Council shall approve an expenditure from the Water Department Budget, not to exceed \$2650, to monitor Malinowski Dam.

D. Resolutions

E. Ordinances

VIII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

1. (AI) Report from Public Safety and the Fire Chief recommending that the Mayor be authorized to sign the Homeland Security Region 3 Omnibus Aid Agreement.
2. (AI) Report from Public Safety and the Police Chief recommending that the City Council authorize execution of an Amendment to the 2019 MOU between the Cities of Aberdeen and Hoquiam and Grays Harbor County supplementing the Drug Task Force ILA, regarding purchase improvement and maintenance of real property.
3. (AI) Report from Ad Hoc Committee on Homeless recommending that the City Council approve the extension of TASL, pending funding that has been requested from partner agencies, through May 15, 2020, with an additional \$45,000 in expenses. Should non-City funding not be made available, the Ad Hoc Committee recommends that all TASL operations cease and the site be closed down on May 15, 2020. Any extension beyond May 15, 2020 would require a separate council authorization.
4. (AI) Report from Ad Hoc Committee on Homeless recommending that in the event funding becomes available for operation of a TASL beyond May 15, 2020, the TASL should move to the Michigan Street property. A TASL move would require a Temporary Use Permit to be approved at a City Council meeting (at a later time) and could only be authorized for up to one year.

IX. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. (AI) Report from the Parks Director recommending that the City Council approve the accession of a framed photograph of the S.S. Quinault into the City's Museum Collection.
2. (AI) Report from the Parks Director recommending that the City Council approve the de-accession of several items in the City's Museum Collection.
3. (AI) Report from the Parks Director recommending that the City Council approve access to the museum collection at the warehouse on Port Industrial Road to the State Archivists and the State Historical Society.

B. Proclamation

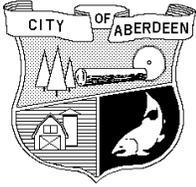
C. Resolutions

D. Ordinances

E. Appointments

- X. PUBLIC COMMENT PERIOD (Please limit your comments to 3 minutes)
- XI. CITY COUNCIL COMMENT PERIOD
- XII. EXECUTIVE SESSION

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the 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

2020 STORMWATER MANAGEMENT PLAN

The City of Aberdeen will hold a public hearing to discuss the management plan required to maintain compliance with the Western Washington Phase II Municipal Stormwater Permit from the Department of Ecology. The hearing will be held during the **March 11, 2020 Council Meeting** which starts at **7:15 PM** in the **Council Chambers on the 3rd floor of Aberdeen City Hall, 200 E. Market Street, Aberdeen, WA.**

The draft plan is available at www.aberdeenwa.gov/226/Stormwater-Division or at the 2nd floor of Aberdeen City Hall. Comments will be accepted at the hearing, by email at keldred@aberdeenwa.gov, or by calling 360.537.3222

Any interested party is encouraged to attend.

The Council Chambers is handicap accessible. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 24-hour advance notice. Please contact the Human Resources Department at 360-537-3207, City Hall.

**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 one (1) piece of equipment.

1) 14' Smoker Craft Boat and Trailer

This boat has been owned by the Water Department for approximately 14 years. 6 years ago a used drift boat was purchased. Drift boats have higher sides and are more stable and safer for the crews to work from therefore the Smoker Craft is no longer needed. It is our suggestion to surplus this unit.

IT IS RECOMMENDED: That the Public Works Committee and the City Council declare this 14' Smoker Craft Boat and Trailer as surplus and authorize Public Works to sell at auction.

Rick Sangder
Public Works Director

Tim Alstrom, Committee Chair

Nathan Kennedy, Vice-Chair

Reported March 10, 2020

Joshua Francy, Member

Adopted _____, 2020

Shaney Frame Crosby, Member



AWD

SMOKED GLASS

**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: Approval of elevation monitoring at Malinowski Dam

REPORTS AS FOLLOWS: The City’s Engineering Department prepared a plan to monitor the elevations at Malinowski Dam. The elevation monitoring is required to stay in compliance with Dam Safety inspections at the Department of Ecology.

The initial setup and survey was quoted at \$1,700 and each subsequent survey was quoted at \$925. The surveys shall be conducted twice per year and be paid from the Water Department budget.

IT IS RECOMMENDED: The City Council shall approve the expenditure, not to exceed \$2650, to monitor Malinowski Dam.

Rick Sangder
Public Works Director

Tim Alstrom, Committee Chair

Nathan Kennedy, Vice-Chair

Reported _____, 2020

Joshua Francy, Member

Adopted _____, 2020

Shaney Frame Crosby, Member

**City of Aberdeen
Legislative Report
Aberdeen Fire Department**

Mr. Mayor;

The Members Of Your Committee On: Public Safety and the Fire Chief

To Whom Was Referred: Request authorization for the Mayor to sign the Homeland Security Region 3 (HSR3) Mutual Aid Omnibus Agreement.

Report As Follows: The Mutual Aid Omnibus Agreement is made and entered into by the counties, cities, tribes, political subdivision, and state institutions of higher education located in or contiguous with the Washington State Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston.

Participation in the agreement is purely voluntary. The agreement encourages and facilitates assistance in the form of supplemental personnel, equipment, materials or other support as needed to prevent, mitigate, respond to, or recover from incidents, emergencies, disasters or in concert with drills or exercises. The agreement has been reviewed by City of Aberdeen Corporate Counsel.

Recommend As Follows: That the Mayor be authorized to sign the Homeland Security Region 3 Omnibus Mutual Aid Agreement.



Tom Hubbard, Fire Chief

Pete Schave, Mayor

Clifford Frederickson Finance Director

Public Safety Committee

Chairperson

Committee Member

Committee Member

Committee Member

Reported: March 11, 2020

Adopted _____, 2020

Region 3 Mutual Aid Agreement
Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and shall, under certain conditions, lend its supplies, equipment and services to other Members in the event of an emergency; and

WHEREAS, the proximity of the Members to each other enables them to provide expedited assistance to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

Article 1 - APPLICABILITY

This Omnibus Agreement is available for execution to all counties, cities, tribes, other political subdivisions, and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

Article 2 - DEFINITIONS

- A. Asset means anything that has value to the organization. Assets are defined, but not limited to, any function or department, including, but not limited to Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.

- B. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as

mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- C. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, "Payment for Services and Assistance".
- D. Borrower means a member county, city, tribe, other political subdivision, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- F. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- G. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- H. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.
- I. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24 hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Contact Person(s) is acceptable.
- J. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.

- K. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- L. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- M. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- N. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- O. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- P. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.
- R. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

Article 3 - PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms. Once this Omnibus Agreement is executed, Members are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this

Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement are encouraged to:

- A. Ensure that other Members have their organization's most current Emergency Contact Information, and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among Members.
- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- D. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- E. The Designated Representative of the Regional Lead Coordinating Agency shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. The Designated Representative of each Member shall notify the Lead Coordinating Agency in writing upon their Member's termination of participation in this Omnibus Agreement. In turn, the Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

- G. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 5 - REQUESTS FOR ASSISTANCE

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

Article 6 - GENERAL NATURE OF ASSISTANCE

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed", with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

Article 7 - LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment may be made available upon request of a Member. Equipment and tool loans are subject to the following conditions:

- A. Assets and equipment of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 8 for terms and conditions applicable to use of borrowed personnel.
- C. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.

- D. Borrower shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise. The Borrower shall take proper precaution in its operation, storage and maintenance of Lender's equipment. Members are responsible to ensure that Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.
- E. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
- F. Without prejudice to a Lender's right to indemnification under Article 12, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member's operator(s).

Article 8 - LOANS OF PERSONNEL

Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower's response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender's state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

The Members' Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 9 - RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed. If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article 10 - INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 11. In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article 11 - PAYMENT FOR SERVICES AND ASSISTANCE

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

Article 12 - INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **DISPUTE RESOLUTION PROCEDURES.** Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest. Member's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article 13 - SUBROGATION

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies permit such waiver.

Article 14 - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation in compliance with statutory requirements of the State of Washington.

Article 15 - GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

Article 16 - NO DEDICATION OF FACILITIES

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

Article 17 - NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

Article 18 - NO THIRD MEMBER BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

Article 19 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

Article 20 - SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 29.

Article 21 - GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

Article 22 - VENUE

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

Article 23 - TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article 24 - WAIVER OF RIGHTS

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article 25 - SEVERABILITY

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

Article 26 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

Article 27 - MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

Article 28 - NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization's Emergency Contact Information Form.

Article 29 - TERM AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing January 10, 2019, and shall remain in effect until December 31, 2023. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED: _____
(Date)

AGENCY NAME:

ATTEST:

By: (Title) _____

Signature

Title

APPROVED AS TO FORM:

By: (Title) _____

Signature

Title

Signature

Title

APPROVED AS TO FORM:
JON TUNHEIM
By: 
Deputy Prosecuting Attorney

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

TO: Mayor Schave

**THE MEMBERS OF
YOUR COMMITTEE ON:** Public Safety

TO WHOM IT WAS REFERRED: Amendment to 2019 Memorandum of Understanding for
Grays Harbor County Drug Task Force – Purchase of Real Property

REPORTS AS FOLLOWS: The Grays Harbor County Drug Task Force (“DTF”) is comprised of the Cities of Aberdeen and Hoquiam and Grays Harbor County, and operates under an Interlocal Agreement. The Interlocal Agreement (“ILA”) provides for property ownership and disbursement, and the DTF is allowed under state law to use proceeds from forfeiture to improve focused law enforcement. The “Green Jade” operation undertaken by the DTF has yielded proceeds that could purchase and improve a new DTF operational and evidence storage facility. A 2019 Memorandum of Understanding (“MOU”) supplements the ILA, and describes property management and maintenance by the County, based on location of the facility. All funds for the purchase, renovation, maintenance, and operation of the facility is anticipated to come from DTF forfeiture proceeds with any necessary additional monies coming equally from the DTF member organizations.

The property purchase under the 2019 MOU was rescinded based on significant potential structural deficiencies. A new property has been identified for purchase and renovation. Based on

IT IS RECOMMENDED THAT: City Council authorize execution of an Amendment to the 2019 MOU between the Cities of Aberdeen and Hoquiam and Grays Harbor County supplementing the Drug Task Force ILA, regarding purchase improvement and maintenance of real property.

 /s/ SS
Steve Shumate, Police Chief

Committee Chair

Reported: 03.11.2020

Committee Vice-Chair

Adopted: _____ 2020

Committee Member

Committee Member

**FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
GRAYS HARBOR COUNTY, THE CITY OF ABERDEEN, AND THE CITY OF
HOQUIAM
TO PURCHASE REAL PROPERTY**

THIS FIRST ADDENDUM (“First Addendum”) is made and entered into this ____ day of _____, 2020, by and between Grays Harbor County, a political subdivision of the State of Washington, the City of Aberdeen and the City of Hoquiam (collectively, “the Parties”) as a first addendum to the Memorandum of Understanding between the parties to purchase real properties effective the 27th day of March, 2019.

WITNESSETH:

WHEREAS, the parties executed a Memorandum of Understanding effective March 27, 2019 (hereinafter “the MOU”) with a term commencing on the date all parties executed the same, to wit: the 27th day of March, 2019, and provides for the purchase of real property and management thereof. All terms, conditions, and provision of said MOU, a true copy of which is attached hereto, are incorporated herein by reference.

WHEREAS, on April 1, 2019, a Purchase and Sale Contract for Commercial Property was entered into between the Parties and the property owner of 305 W Arland in Montesano (the “property”), Washington, which included an inspection contingency. An inspection of the property was made, which revealed significant potential structural deficiencies

WHEREAS, on April 10, 2019, the Parties rescinded their offer to purchase the property based upon the inspection results, by way of a letter to the property owner.

WHEREAS, the Parties still wish to purchase a suitable property under the terms of the MOU for use by DTF.

NOW THEREFORE, in consideration of the covenants and obligations contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ITEM ONE. All references in the Recitals to the purchase of the property located at 305 W Arland in Montesano, Washington, and identified as “Exhibit A” to the MOU shall be amended within the MOU as follows:

WHEREAS, it is in the best interest of DTF to purchase suitable real property, and to expend additional funds as necessary to construct and/or remodel office space and security measures at the chosen suitable location; and

WHEREAS, the Parties may appoint one of its members to manage the property, including oversight of the remodeling process, following its purchase, depending on the location of the property,

NOW, THEREFORE, the parties have entered into this Memorandum of Understanding in order to purchase real property for use by DTF in accordance with state law and provide for necessary remodeling and security costs from the proceeds of property forfeited to DTF, as well as account for continued maintenance and oversight of the building by Grays Harbor County under terms and conditions set forth herein.

ITEM TWO. Section 1 of the MOU shall be amended as follows:

1. Statement of Purpose. This Memorandum of Understanding has been entered into in order to allow for the purchase, remodeling, and continued management of real property suitable for the housing of DTF offices and evidence storage.

ITEM THREE. Section 2 of the MOU shall be amended as follows:

2.1 Agreement to Purchase. The Parties may purchase real property suitable for use by DTF using funds from the proceeds of forfeitures to DTF. DTF funds shall also be used to pay any closing costs assigned to the Parties. The Parties shall designate the County Sheriff to execute all documents on the Parties' behalf.

2.2. Agreement to Renovate. The Parties may renovate the real property as necessary, including but not limited to renovation and/or construction of interior office and storage spaces, as well as installing a fence and other security measures. The funds for renovation shall be paid from the proceeds of forfeitures to DTF. The Parties shall designate the County to manage the renovations, which shall include adhering to the County's procurement policies.

ITEM FOUR. Section 4 of the MOU shall be amended as follows:

Term. The term of this Memorandum of Understanding shall commence upon execution of this document. This Memorandum of Understanding shall be in effect until amended in writing by the parties or terminated as provided hereafter. The County and City or Cities may elect to terminate this Memorandum of Understanding by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice. Upon termination of this Memorandum of Understanding, any real property purchased under the terms of this MOU shall be sold and assets and liabilities shall be distributed pursuant to the DTF Interlocal Agreement currently in effect.

ITEM FIVE. REMAINING TERMS UNCHANGED: That all other provisions of MOU shall remain in full force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

Dated this ____ day of _____, 2020

CITY OF ABERDEEN

Pete Schave, Mayor

ATTEST:

Steve Shumate, Chief of Police

City Clerk

Dated this ____ day of _____, 2020

CITY OF HOQUIAM

Ben Winkleman, Mayor

ATTEST:

Jeff Myers, Chief of Police

City Clerk

Dated this ____ day of _____, 2020

GRAYS HARBOR COUNTY

Vickie L. Raines, Commissioner, Chair

ATTEST:

Rick Scott, Sheriff

Clerk of the Board

**MEMORANDUM OF UNDERSTANDING
BETWEEN GRAYS HARBOR COUNTY, THE
CITY OF ABERDEEN, AND THE CITY OF HOQUIAM
TO PURCHASE REAL PROPERTY**

This Memorandum of Understanding is agreed to by and between Grays Harbor County ("County"), the City of Aberdeen ("Aberdeen"), and the City of Hoquiam ("Hoquiam"), ("Cities"), collectively "the Parties."

WHEREAS, the Parties have previously entered into an Interlocal Agreement ("Agreement") effective October 17, 2011, to form the Grays Harbor County Joint Drug Task Force ("DTF"); and

WHEREAS, the Agreement provides both for the agency's ownership of property and for the disbursement of property if the agency is dissolved; and

WHEREAS, under RCW 69.50.505(10), DTF may utilize the proceeds from forfeited property "for the expansion and improvement of controlled substances related law enforcement activity;" and

WHEREAS, to date, DTF's "Green Jade" operation has netted sufficient proceeds from forfeited property to use for the purchase of real property; and

WHEREAS, DTF offices are in a state of disrepair and are lacking in adequate storage space, and moreover DTF pays to rent space to store evidence; and

WHEREAS, real property as described in Exhibit A, attached, consisting of over 10,000 square feet of land and a large pole building with office space has come on the market and is available for purchase in the amount of \$215,000.00, and that with minimal remodeling and installation of a security system this property would adequately house DTF operations with additional space for evidence, all at a cost savings over what is currently paid in rent; and

WHEREAS, it is in the best interest of DTF to purchase the real property described in Exhibit A, in the amount of \$215,000 plus closing costs, and to expend additional funds estimated at \$75,000 to construct additional office space and security measures at the location; and

WHEREAS, based upon the property's location, it is prudent to appoint Grays Harbor County to manage the property, including oversight of the remodeling process, following its purchase,

NOW, THEREFORE, the parties have entered into this Memorandum of Understanding in order to purchase the property described in Exhibit A and provide for necessary remodeling and security costs from the proceeds of property forfeited to DTF, as well as account for continued maintenance and oversight of the building by Grays Harbor County under terms and conditions set forth herein.

1. **Statement of Purpose.** This Memorandum of Understanding has been entered into in order to allow for the purchase, remodeling, and continued management of the property described in Exhibit A.

2. **Obligations of the Parties: Grays Harbor County, the City of Aberdeen, and the City of Hoquiam promise to:**
 - 2.1 **Agreement to Purchase.** The Parties shall purchase the real property located at 305 W Arland, Montesano, Washington, Tax Parcel No. 617070713016, using funds from the proceeds of forfeitures to DTF. DTF funds shall also be used to pay any closing costs assigned to the Parties. The Parties shall designate the County Sheriff to execute all documents on the Parties' behalf.
 - 2.2 **Agreement to Renovate.** The Parties shall renovate the real property, including but not limited to renovation of the interior office and storage spaces, as well as installing a fence and other security measures. The funds for renovation shall be paid from the proceeds of forfeitures to DTF. The Parties shall designate the County to manage the renovations, which shall include adhering to the County's procurement policies.
 - 2.3 **Designation of Management.** Following the purchase and renovation of the real property, the Parties shall designate the County Sheriff or his designee to manage the property. This shall include all maintenance and improvements necessary to keep the property in good condition. All maintenance and improvement costs shall be paid by funds from the proceeds of forfeitures to DTF. If such funds are not available, those costs shall be borne equally by the Parties as provided for in the Interlocal Agreement.
 - 2.4 **Insurance.** The County shall maintain property insurance through its risk pool coverage. In the event of property damage or third-party claims the County will act as lead entity and may, at its discretion, require the Cities to join in the defense and indemnification of said claims.
 - 2.5 **Mutual Indemnification as to MOU.** Each Party agrees to defend, indemnify and hold the other Parties, their elected officials, officers, employees, agents and volunteers harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees, which arise out of any negligent act or omission or conduct of the indemnifying Party in the implementation of this Memorandum of Understanding.
 - 2.6 **Dispute Resolution.** Should any dispute arise between the Parties as to the sale, maintenance, repairs, etc., related to the purchase or ownership of the real property, the Parties shall abide by the provisions set forth in Section 2.2 of the Interlocal Agreement.

3. **Obligation of the County:**
 - 3.1 **Management.** The County shall manage the real property, including securing all maintenance and necessary improvements to the property. The County, through

the Sheriff or his designee, shall periodically inform the Cities, through their Police Chiefs or their designees, of the status of the property.

3.2 **Billing.** The County shall bill DTF for all expenditures made for renovations, maintenance, repairs, or improvements. The County, through the Sheriff or his designee, shall inform the Cities, through their Police Chiefs or their designees, of each such expenditure by providing a copy of the invoice to DTF.

3.3 **Insurance.** The County shall agree to maintain property insurance through its risk pool coverage, and shall be considered as lead agency in the event of any property damage or third party claims and resulting insurance claims. The County's cost for maintaining property insurance shall be reimbursed by DTF.

3.4 **Compliance with Regulations.** The County shall at all times operate in compliance with all state and federal regulations.

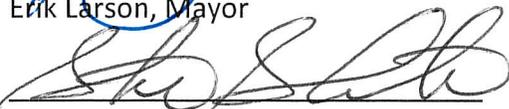
4. **Term:** The term of this Memorandum of Understanding shall commence upon execution of this document. This Memorandum of Understanding shall be in effect until amended in writing by the parties or terminated as provided hereafter. The County and City or Cities may elect to terminate this Memorandum of Understanding by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice. Upon termination of this Memorandum of Understanding, the property shall be sold and assets and liabilities shall be distributed pursuant to the DTF Interlocal Agreement currently in effect.

Dated this 27th day of MARCH, 2019

CITY OF ABERDEEN

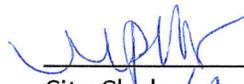


Erik Larson, Mayor



Steve Shumate, Chief of Police

ATTEST:



City Clerk / Corporation Counsel

Dated this 25th day of MARCH, 2019

CITY OF HOQUIAM

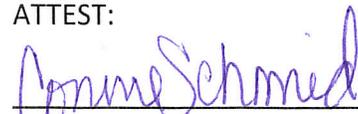


Jasmine Dickhoff, Mayor



Jeff Myers, Chief of Police

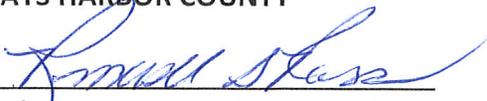
ATTEST:



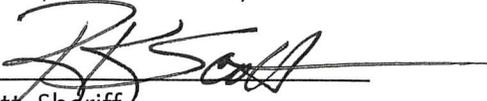
City Clerk

Dated this 26 day of March, 2019

GRAYS HARBOR COUNTY



Randy Ross, Commissioner, Chair



Rick Scott, Sheriff

ATTEST:



Clerk of the Board

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mr. Mayor: Hon. Pete Schave

The Members of: Public Safety

To whom was Referred: **Request for extension and additional funds for the Temporary Alternative Shelter Location (TASL) at City Hall**

REPORT AND RECOMMEND AS FOLLOWS:

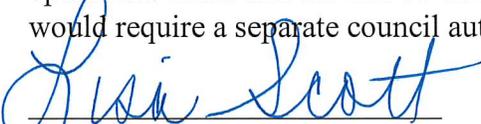
The TASL was initially approved and funded at the July 10, 2019 City Council meeting, and has been open and fully occupied since Monday July 15, 2019.

Over the last eight months the City Council has authorized three extensions of time for the TASL site. The first extension was from 30 days to 90 days, the second extension was for an additional 30 days and the last extension was for an additional 120 days, taking us through the winter to March 15, 2020. Through that time the City Council also authorized additional funding to continue operations at the TASL through March 15, 2020. The total funding that was approved to date was for an amount not to exceed \$260,000.

City officials have been diligently working with partner agencies to help with additional, non-City funding for this immediate and continuing need for temporary shelter for Aberdeen's unsheltered individuals. City officials anticipate an answer by April 15, 2020 on our funding requests.

Therefore, it is recommended that the City Council approve the extension of TASL, pending funding that has been requested from partner agencies, through May 15, 2020, with an additional \$45,000 in expenses.

Should non-City funding not be made available, the Ad Hoc Committee recommends that all TASL operations cease and the site be closed down on May 15, 2020. Any extension beyond May 15, 2020 would require a separate council authorization.



Lisa Scott, CD Director

Chair

Reported On: March 11, 2020 _____

Adopted On: March 11, 2020 _____

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mr. Mayor: Hon. Pete Schave

The Members of: Public Safety

To whom was Referred: **Ad Hoc Committee on Homeless Response-Preferred
Alternate Location**

REPORT AND RECOMMEND AS FOLLOWS:

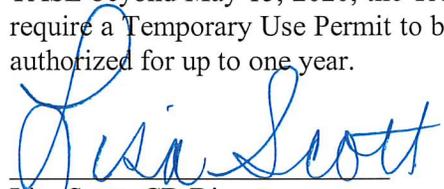
Since May of 2019, the City has continually researched to identify an adequate location for a Temporary Alternative Shelter Location for our unsheltered population. The research has included multiple City Council workshops, and has been subject of public comment over many City Council meetings. As a result of that research and applying objective criteria based on public health and safety, the current location at City Hall was selected as an interim location and opened in July of 2019.

Property at 421 Michigan Street was purchased under City Council authority. The property meets the objective criteria described above, and was purchased for the purpose of operating a longer-term, temporary shelter.

After a formal hearing on September 30, 2019, The City Council voted to not approve the Temporary Use Permit for the Michigan Street site.

The City has received no other recommendations for a location to operate a Temporary Alternative Shelter that is owned by the City of Aberdeen or could be available to the City of Aberdeen and would also meet the objective criteria for public health and safety to operate a Temporary Alternative Shelter.

Therefore, the Ad Hoc Committee recommends that in the event funding becomes available for operation of a TASL beyond May 15, 2020, the TASL should move to the Michigan Street property. A TASL move would require a Temporary Use Permit to be approved at a City Council meeting (at a later time) and could only be authorized for up to one year.



Lisa Scott, CD Director

Chair

Reported On: March 11, 2020 _____

Adopted On: March 11, 2020 _____

**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 Recommendation items for
accession into the City's Collection**

Reports and recommendations as follows:

The City of Aberdeen Board of Museum and History met on Tuesday, March 3, 2020. At this meeting the Board approved a recommendation to the Aberdeen City Council to access the following item into the City's Museum Collection: A framed photograph of the S.S. Quinault.

Recommend as follows:

It is recommended that the City Council approve the accession of the items listed into the City's Museum Collection.

Stacie Barnum, Parks Director

Reported: March 11, 2020

Adopted: _____

**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 Recommendation items for
de-accession from the City's Collection**

Reports and recommendations as follows:

The City of Aberdeen Board of Museum and History met on Tuesday, March 3, 2020. At this meeting the Board approved a recommendation to the Aberdeen City Council to de-access the following items from the City's Museum Collection: 57 Women's hats; 2 Afifi Shriner's hats; 2 Men's top hats; 1 wicker doll carriage; 1 AWPPW jacket; 1 Spirit of St. Louis 1977 airplane model; 1 Burgundy upholstered love seat; 1 bottle of Mrs. Stewart's bluing used to whiten clothes during washing; 1 cardboard box labeled "Minard's Family Liniment"; 1 overcoat made by Barkley's Men's store; 1 child's Gilbert microscope. Each of these items were destroyed in the Armory fire.

Recommend as follows:

It is recommended that the City Council approve the de-accession of the items listed in the City's Museum Collection.

Stacie Barnum, Parks Director

Reported: March 11, 2020

Adopted: _____

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Pete Schave

From: Parks Director, Secretary to the Board of Museum and History

In Reference To: Museum property located in the Warehouse

Reports and recommendations as follows:

At their regular board meeting on March 3, 2020, the Board of the Museum of History voted to allow the State Archivist and the State Historical Society access to the museum collection at the warehouse on Port Industrial Road. These two groups will then be able to offer professional advice on how to handle the collection.

The State Archivists will visit the collection on Monday, March 30. The State Historical Society's visit is yet to be determined.

Recommend as follows:

It is recommended that the City Council approve access to the collection to the State Archivists and the State Historical Society.

Stacie Barnum, Parks Director

Reported: March 11, 2020

Adopted: _____