



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, September 23, 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

September 23, 2020

COUNCIL MEETING AGENDA

7:15 PM – Via Telephonically

COMMITTEE OF THE WHOLE

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

COUNCIL MEETING

I. ROLL CALL

II. APPROVAL OF MINUTES

III. ADDITIONS / DELETIONS

IV. PUBLIC COMMENT SUBMITTED TO CITY CLERK ON ALL TOPICS

V. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
 - 1. Report from Finance and the Finance Director recommending that the City Council authorize the Finance Director to purchase an annual subscription to Zoom Meeting and Zoom Webinars, and if Council approves any iPads needed by Councilmember to use to attend those meetings using CARES funds for those purchases.
 - 2. Report from Finance and the Human Resources Director recommending that the Aberdeen City Council approves and grant the grantee representative authority to sign the Washington State Office of Public Defense grant revisions effective August 28, 2020.
- E. Resolutions
- F. Ordinances

VI. PUBLIC WORKS

- A. Committee Chair Report
- B. Public Hearings
- C. Reports & Communication
 - 1. Report from Public Works and the Public Works Director recommending that the City Engineer shall be authorized to vote for the Chehalis Basin Partnership's approval of the 2020 Addendum to the Chehalis Basin Watershed Management Plan.

2. Report from Public Works and the Public Works Director recommending that the City Engineer shall be authorized to sign an agreement with the Department of Ecology committing to completing the Fairview Reservoir Slope Stability Analysis.
 3. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to execute an amendment to the City's agreement with Gray & Osborne, Inc. for construction support services for the WWTP Disinfection Improvement Project for a cost not to exceed \$47,500.
 4. Report from Public Works and the Public Works Director recommending that the City Council shall authorize the City to contract with Forterra for preparing a grant application and shall pass a resolution authorizing the submission of a 2020 Community Forests Program grant application and establishing authorized agents on behalf of the City.
- D. Resolutions
1. A Resolution authorizing the submission of a 2020 Community Forests Program grant application and establishing authorized agents on behalf of the City.

VII. PUBLIC SAFETY

- A. Committee Chair Report
- B. Reports & Communications

VIII. SPECIAL AGENDA ITEMS

- A. Reports & Communication
 1. Report from Personnel and the Finance Director recommending that the City Council authorize the changes to the Assistant Finance Director job description as presented.
 2. Report from Personnel and the Finance Director recommending that the City Council approve the request to appoint Don McMaster to Assistant Finance Director effective September 24, 2020.
 3. Report from Personnel and the Human Resources Director recommending that the Aberdeen City Council approves the promotion of Sheri Runyon to Administrative Coordinator effective October 1, 2020.
 4. Report from the Parks Director recommending that the City Council authorize staff to hire a qualified sign company to package and move the SPAR sign, following the City of Aberdeen's Purchasing Policy.
- B. Proclamation
- C. Resolutions
- D. Ordinances
- E. Appointments

IX. CITY COUNCIL COMMENT PERIOD

X. EXECUTIVE SESSION

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

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CITY OF ABERDEEN COMMITTEE REPORT

Mayor: Hon. Pete Schave

**The Members of
Your Committee on:** Finance Committee and the Finance Director

In Reference to: Purchase of Zoom and accompanying tablets, as needed for Council Member, for Virtual Video meetings

Background:

Finance researched a way for Mayor and Council to have virtual face to face meetings via video conferencing. We compared Web Ex and Zoom and found zoom had more options and allowed at a lower cost to provide the meeting specification we were looking for. We are requesting Council approve the purchase of Zoom Meetings (10 licenses), Zoom Webinars (2 licenses), and iPads for Council Members that would need the technology necessary to participate on the meetings. Zoom is being used for this purpose in other cities, educational institutions, and other government entities, as it is easy to join and participate in the meetings, it can be recorded, and can be streamed live on YouTube so the public can view. If Council approves the purchase of Zoom Webinars, we can allow the public to make comments live vs. it being read by the Clerk and other interactive options.

Before tax, the cost of Zoom Meetings (10 licenses) and Zoom Webinar (2 Licenses) is \$2,799 annually. Each iPad would be \$429.00 per Councilmember that would need them. We would have policy and procedures for the use of the iPads if that is an option Council would like.

Reports and recommend as follows:

It is recommended that the City Council authorize the Finance Director to purchase an annual subscription to Zoom Meeting and Zoom Webinars, and if Council approves any iPads needed by Councilmember to use to attend those meetings using CARES funds for those purchases.

Patricia Soule, CPA
Finance Director

Debbie Ross, Chair

Reported - September 23, 2020

Kati Kachman, Vice-Chair

Adopted - _____, 2020

John Maki, Member

Dee Anne Shaw, Member

ZOOM Meeting and Webinar Comparison Overview

The Meeting and Webinar platforms offer similar features and functionality but have some key differences.

* Meetings are designed to be a collaborative event with all participants being able to screen share, turn on their video and audio, and see who else is in attendance.

* Webinars are designed so that the host and any designated panelists can share their video, audio and screen. Webinars allow view-only attendees. They have the ability to interact via Q&A, Chat, and answering polling questions. The host can also unmute the attendees. Attendees in webinars, can not rename themselves as well.

Meetings versus webinars		
	Meeting	Webinar
Description	Zoom meetings are ideal for hosting more interactive sessions where you'll want to have lots of audience participation or break your session into smaller groups.	Think of webinars like a virtual lecture hall or auditorium. Webinars are ideal for large audiences or events that are open to the public. Typically, webinar attendees do not interact with one another. Though Zoom provides options for you to get more social with your attendees, your average webinar has one or a few people speaking to an audience.
Best used for	Small to large groups (2+ participants) for:	Large events and public broadcasts (50+ attendees) such as:
	Customer-facing meetings	Town halls
	Sales meetings	Quarterly updates
	Training sessions	Educational lectures
Typically used by	General employees	Event hosts
	Training groups	SVPs and C-Suite
Feature comparison		
Feature	Meeting	Webinar
Participant roles	<u>Host and co-host</u>	<u>Host and co-host</u>
	<u>Participant</u>	<u>Panelist</u>
	<u>Learn more about Meeting Roles.</u>	<u>Attendee</u>

Meetings versus webinars

	Meeting	Webinar
Audio sharing	All participants can mute/unmute their own audio	Only the Host and panelists can mute/unmute their own audio
	Host can mute/request to unmute participants	Attendees join in listen-only mode*
	The Host can set all participants to mute upon entry	The Host can unmute one or more attendees
Video sharing	All participants	Hosts and panelists
Screen sharing	✓	✓
Capacity	Up to 100 with free license, up to 1,000 depending on plan and large meeting add-on.	Up to 100-10,000 participants, depending on the license.
Participants list	Visible to all participants	Visible to host and panelist
Email reminders	N/A	If registration is enabled
Chat	<u>In-meeting Chat</u>	<u>Webinar chat</u>
<u>Meeting reactions</u>	✓	N/A
<u>Nonverbal feedback</u>	✓	<u>Only raise hand</u>
<u>Q&A</u>	N/A	✓
<u>File transfer</u>	✓	N/A
<u>Whiteboard</u>	✓	✓
<u>Annotation</u>	✓	✓
Polling	<u>Polling for meetings</u>	<u>Polling for webinars</u>
Livestream	Facebook, YouTube, Workplace by Facebook, Custom Streaming Service	Facebook, YouTube, Workplace by Facebook, Custom Streaming Service
Registration	<u>Registration for meetings</u>	<u>Registration for webinars</u>
<u>Closed captioning</u>	✓	✓
<u>Recording</u>	✓	✓
<u>Breakout rooms</u>	✓	N/A
Practice session	N/A	✓
Waiting room	✓	N/A
<u>Require password to join</u>	✓	✓
<u>International dial-in numbers</u>	✓	✓

*Note: If the host or co-host enables Allow to talk for an attendee, they will be able to enable their microphone as well as mute and unmute

City of Aberdeen
Finance Committee 9.23.20

ANNUAL COST ANALYSIS

	Zoom		
	Meetings	Webinars	Total
Video Meeting Plans	Medium Business	Add on	
Monthly	\$16.00 Mo / per User	\$33 Mo/ per User	
# of Licenses	10	2	
Number of participants	300	100	
10 Users / Per Year (before tax)	\$ 1,999.00	\$ 800.00	\$ 2,799.00

Devices for Council/Mayor	Apple Ipad 7th Gen	13 Members
Screen size	10.2 Inches	
Each device cost (before tax)	\$ 429.00	\$ 5,577.00 ...up to cost

Funding Source Options **CARES GRANT**

Committee Report
CITY OF ABERDEEN

Mayor: Hon. Pete Schave

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

To Whom Was Referred: Amendment to Office of Public Defense Grant for 2020-2021

Reports and Recommends as Follows: The City of Aberdeen was awarded a grant from the Washington State Office of Public Defense (OPD) for calendar years 2020 and 2021. The grant provided \$61,000 to be used in each calendar year for items approved in the grant award. Due to Covid-19 the grant has not been able to be used as expected for 2020. With the consent of City Council, the City would like to revise the grant in agreement with Washington State Office of Public Defense to allow the funding not utilized in 2020 to be utilized in 2021. The amendments also include use of grant funds for administrative expenses in delivering social work services and training for public defense attorneys and social workers.

It is Recommended: That the Aberdeen City Council approves and grant the grantee representative authority to sign the Washington State Office of Public Defense grant revisions effective August 28, 2020.

FINANCE COMMITTEE

Human Resources Director

Reported: September 23, 2020

Adopted: _____, 2020

Chairman

Vice-Chairman

Member

Member

First Amendment to Grant Agreement No. GRT20001

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p>1. Grantee City of Aberdeen 200 E Market St Aberdeen, WA 98520</p>	<p>2. Grantee Representative Sarah Kangas-Hanes Human Resources Director 200 E Market St Aberdeen, WA 98520</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Katrin Johnson Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Grant Amount \$122,000.00</p>	<p>6. Grant Period January 1, 2020 through December 31, 2021</p>
<p>7. Amendment Purpose Grant Agreement GRT20012 is hereby amended as follows:</p> <ul style="list-style-type: none"> A. Section 2 of the Special Terms and Conditions is amended, hereby permitting Grantee to spend funds that were awarded in January 2020 for approved uses during both calendar years 2020 and 2021. B. Section 4.a. of the Special Terms and Conditions is amended, hereby adding the following to the list of permitted uses of grant funds: <i>De minimis administrative expenses incurred by the public defense provider for procuring and delivering social work services.</i> C. Section 4.a. of the Special Terms and Conditions is amended, hereby adding the following to the list of permitted uses of grant funds: <i>Training for public defense attorneys and social workers.</i> 	
<p>The Washington State Office of Public Defense and Grantee, as defined above, acknowledge and accept the changes described in section 7 of this Amendment. All other terms and conditions remain in full force and effect.</p>	
<p>FOR THE GRANTEE</p> <hr/> <p>Name, Title</p> <hr/> <p>Date</p>	<p>FOR OPD</p> <hr/> <p>Joanne I. Moore, Director</p> <hr/> <p>Date</p>

**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: Addendum to the Chehalis Watershed Management Plan

REPORTS AS FOLLOWS: The Addendum to the Chehalis Basin Watershed Management Plan (Addendum) is being developed under the guidance of the Chehalis Basin Partnership (Partnership) to comply with the State Restoration law (Chapter 90.94 RCW). It addresses a core issue identified in the adopted 2004 Chehalis Basin Watershed Management Plan: evaluating and managing the effects associated with water uses from permit-exempt domestic water wells. Aberdeen, as a member of the Partnership, has until October 16, 2020 to notify readiness to approve the Addendum and the Addendum will be voted on at the October 23, 2020 Partnership meeting. The Partnership provided a presentation on the Addendum at the July 29, 2020 meeting of the City Council. The City Engineer has participated in Partnership meetings since 2016 and has reviewed the Addendum as it relates to the City's domestic water system and potential future permit-exempt domestic wells within the City's municipal boundaries. The City Engineer's opinion is that the Addendum is reasonable with respect to the City of Aberdeen's water system and development interests.

IT IS RECOMMENDED: The City Engineer shall be authorized to vote for the Chehalis Basin Partnership's approval of the 2020 Addendum to the Chehalis Basin Watershed Management Plan.

Rick Sangder
Public Works Director

Nathan Kennedy, Committee Chair

Joshua Francy, Vice-Chair

Reported _____, 2020

Dave 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: Grant funding for Fairview Reservoir Slope Stability Analysis

REPORTS AS FOLLOWS: The Public Works Department applied for and was awarded \$76,503 from FEMA through the Department of Ecology to perform a slope stability analysis on the north slope of Fairview Reservoir No. 1. The City has agreed to perform the required study to fulfil the obligations of the grant and has retained the services of Landau Associates to perform the study. The City's share of the cost for this analysis is \$41,193.93 to be paid out of the Water Utility Fund.

IT IS RECOMMENDED: The City Engineer shall be authorized to sign an agreement with the Department of Ecology committing to completing the study.

Rick Sangder
Public Works Director

Nathan Kennedy, Committee Chair

Joshua Francy, Vice-Chair

Reported _____, 2020

Dave Haviland, Member

Adopted _____, 2020

Liz Ellis, Member



Agreement No. WRFA-1921-AberPW-00006

WATER RESOURCES FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF ABERDEEN - PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Aberdeen - Public Works, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Fairview Reservoir No. 1 Dam Analysis
Total Cost:	\$117,696.93
Total Eligible Cost:	\$117,696.93
Ecology Share:	\$76,503.00
Recipient Share:	\$41,193.93
The Effective Date of this Agreement is:	02/01/2020
The Expiration Date of this Agreement is no later than:	09/15/2021
Project Type:	Water Resources Financial Assistance

Project Short Description:

Rehabilitation of High Hazard Potential Dam at Fairview Reservoir #1 Dam in Aberdeen, WA

Project Long Description:

Fairview Hill Reservoirs No. 1 (WA00548) and No. 2 (WA01728) are located in the City of Aberdeen, Washington (Grays Harbor County). Reservoir No. 1 has a capacity of 9.5 million gallons and Reservoir No. 2 has a capacity of 15.5 million gallons. The reservoirs are on a hilltop located approximately one mile from the downtown area and their primary purpose is to provide drinking water for the City’s water supply system. The Fairview Hill Reservoirs are classified as having a High downstream hazard potential, with a Hazard Class of 1B.

In 2018 as part of a periodic inspection of the Fairview Hill Reservoir Dams, the Washington State Dam Safety Office (DSO) performed a slope stability analysis that indicated there may be stability problems for Reservoir No. 1 under seismic loading. To further evaluate the situation, the DSO performed a time history displacement analysis to estimate

Agreement No: WRFA-1921-AberPW-00006
Project Title: Fairview Reservoir No. 1 Dam Analysis
Recipient Name: City of Aberdeen - Public Works

seismically induced deformations of the reservoir embankment. Based on the results of the seismic analysis, the Fairview Hill Reservoir Dam No. 1 does not meet DSO requirements for stability under the static and seismic loading conditions and poses an unacceptable risk to the public. The City is required to do the following:

- Retain the services of an engineering consultant to develop alternatives to improve the stability of the Fairview Hill Reservoir Dam No. 1 under seismic loading conditions to ensure the dam meets the minimum stability requirements as per the dam safety guidelines; and, to reduce earthquake-induced embankment deformations to minimize the risks of an uncontrolled release of the reservoir contents.
- Retain the services of an engineering consultant to evaluate the stability of the embankment sections along the eastern and northern sides of Reservoir No. 1.

Overall Goal:

- * Reduce the potential consequences to life and property of high hazard potential dam incidents.
- * Reduce the overall number of high-hazard potential dams that pose an unacceptable risk to the public
- * Promote a program of Emergency Action Plan (EAP) implementation, compliance, and exercise for all high-hazard potential dams

Agreement No: WRFA-1921-AberPW-00006
Project Title: Fairview Reservoir No. 1 Dam Analysis
Recipient Name: City of Aberdeen - Public Works

RECIPIENT INFORMATION

Organization Name: City of Aberdeen - Public Works

Federal Tax ID: 91-6001226

DUNS Number: 071841498

Mailing Address: 200 East Market St.
Aberdeen, WA 98520

Physical Address: 200 E. Market Street
Aberdeen, Washington 98520

Contacts

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

<p>Project Manager</p>	<p>Kris Koski</p> <p>200 E Market Street Aberdeen, Washington 98520 Email: kkoski@aberdeenwa.gov Phone: (360) 537-3218</p>
<p>Billing Contact</p>	<p>Kris Koski</p> <p>200 E Market Street Aberdeen, Washington 98520 Email: kkoski@aberdeenwa.gov Phone: (360) 537-3218</p>
<p>Authorized Signatory</p>	<p>Kris Koski</p> <p>200 E Market Street Aberdeen, Washington 98520 Email: kkoski@aberdeenwa.gov Phone: (360) 537-3218</p>

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Resources
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Resources
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Joe Witczak</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: jwit461@ecy.wa.gov Phone: (360) 407-6603</p>
<p>Financial Manager</p>	<p>Rose Bennett</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: rben461@ecy.wa.gov Phone: (360) 407-6027</p>

Agreement No: WRFA-1921-AberPW-00006
Project Title: Fairview Reservoir No. 1 Dam Analysis
Recipient Name: City of Aberdeen - Public Works

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Aberdeen - Public Works

By: _____

By: _____

Mary Verner Date

Kris Koski Date

Water Resources
Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

SCOPE OF WORK

Task Number: 1 **Task Cost: \$7,979.93**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Project Administration

Deliverables

Number	Description	Due Date
1.1	Payment Request/Progress Reports	
1.2	Recipient Closeout Report	

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$13,290.00

Task Title: Environmental Permitting

Task Description:

Initial environmental efforts will include performing a desktop review of known historical and environmental resources in the project's anticipated area of potential effect. Information gathered during the initial desktop review will be used to develop a workplan for the proposed ground disturbances and coordinate with the Department of Archeological and Historical Preservation (DAHP) for approval of the proposed approach and survey methods.

- * Review existing resource information on DAHP's Wisard System
- * Fill out NEPA Categorical Exclusion (CE) Form (efforts assume a Determination of No Effect)
- * Develop a cultural resource workplan for the proposed work
- * Coordination with DAHP for concurrence of the propose work

Task Goal Statement:

The cultural resource workplan will be developed to determine if cultural or archeological resources could be impacted by the rehabilitation work for Fairview Reservoir #1. The NEPA determination is needed to identify potential environmental impacts in the area of the project

Task Expected Outcome:

- * A determination of no effect on the NEPA CE form
- * A cultural resources workplan for the proposed work
- * Coordination with DAHP for concurrence of the proposed work

Environmental Permitting

Deliverables

Number	Description	Due Date
2.1	Cultural Resource Workplan	
2.2	NEPA CE form	

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

SCOPE OF WORK

Task Number: 3 **Task Cost: \$6,850.00**

Task Title: Collection and Review of Existing data

Task Description:

Review existing data from previous studies conducted for the Fairview Hill Reservoirs and gather additional information required to perform the slope stability analysis and slope stabilization alternative analysis. This task will include the following efforts:

- * Topographic survey of project area
- * Piezometer monitoring analysis
- * Evaluation of embankment monitoring results
- * Geotechnical explorations of the slope failure areas

Task Goal Statement:

Collect information to complete a Geotechnical Report on soils

Task Expected Outcome:

- Current elevation of points of interest
- Soil moisture levels
- Collect samples and other data on underlying soils

Collection and Review of Existing data

Deliverables

Number	Description	Due Date
3.1	Topographical survey (Autocad format)	
3.2	Geotechnical exploration results	

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$62,477.00

Task Title: Geotechnical Analysis and Evaluation

Task Description:

Perform geotechnical testing and analysis of the soils sampled from the slope failure areas. Conduct required evaluation to assess the stability of the reservoir No. 1's embankment under seismic loading. This task will include the following efforts:

- * Laboratory testing
- * Geotechnical analysis and evaluation
- * Slope stability analysis of the eastern and southern slopes of Reservoir No. 1
- * Evaluation of slope stability in northeast corner of Reservoir No. 1 under seismic loading conditions
- * Develop recommendations for the slope stabilization alternative analysis
- * Develop recommendations based on the slope stability analysis results (eastern and southern embankments of Reservoir No. 1

Task Goal Statement:

Asses the stability of the Reservoir No. 1's embankment under seismic loading

Task Expected Outcome:

Produce a Geotechnical Report with recommendation for the slope stabilization analysis

Geotechnical Analysis and Evaluation

Deliverables

Number	Description	Due Date
4.1	Geotechnical Report	

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$15,200.00

Task Title: Slope Stabilization Alternative Analysis

Task Description:

Perform alternative analysis to determine the slope stabilization improvements for the embankment in the northwest corner of Reservoir No. 1. This task will include the following efforts:

- * Stakeholder coordination to identify and prioritize evaluation criteria
- * Develop feasible design alternatives for evaluation
- * Evaluate top rated design alternatives based on prioritized criteria defined in the stakeholder meeting
- * Each alternative to be evaluated with respect to its impact on environmental and historical resources
- * Develop high level cost estimate of alternatives evaluated

Task Goal Statement:

Determine best option to stabilize the slope around Fairview Reservoir No. 1

Task Expected Outcome:

Determine the best slope stabilization improvement for the embankment in the northeast corner of Reservoir No. 1

Slope Stabilization Alternative Analysis

Deliverables

Number	Description	Due Date
5.1	Documentation of stakeholder coordination meeting	
5.2	Slope Stabilization Alternative Analysis Report	
5.3	Design Analysis Report	

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

SCOPE OF WORK

Task Number: 6 **Task Cost:** \$11,900.00

Task Title: Preliminary Design Analysis Report

Task Description:

Develop a design analysis report for the preferred improvements to document design parameters and decisions, provide proposed construction methods and estimated construction costs, and identify next steps. This task will include the following efforts:

- * Develop draft design analysis report for Dam Safety Office review
- * Develop final design report
- * Develop engineers' opinion of probable construction costs
- * Update of the O&M Manual and EAP to incorporate evaluation results and recommendations

Task Goal Statement:

Determine the design parameters and decisions, proposed construction methods and estimated construction costs, and next steps for the preferred site improvements.

Task Expected Outcome:

A report outlining the preferred slope stability improvements with estimated costs

Preliminary Design Analysis Report

Deliverables

Number	Description	Due Date
6.1	Draft Preliminary Design Analysis Report	
6.2	Final Preliminary Design Analysis Report	

Agreement No: WRFA-1921-AberPW-00006
 Project Title: Fairview Reservoir No. 1 Dam Analysis
 Recipient Name: City of Aberdeen - Public Works

BUDGET

Funding Distribution EG210032

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: FY19 High Hazard Potential Dams Rehabilitation Funding Type: Grant
 Funding Effective Date: 02/01/2020 Funding Expiration Date: 09/15/2021

Funding Source:

Title: General Fund - Federal
 Type: Federal
 Funding Source %: 100%
 Description: Fiscal Year (FY) 2019 High Hazard Potential Dams (HHPD) Rehabilitation Grant

Federal Awarding Agency: Department of Homeland Security - FEMA
 Federal Awarding Agency Contact: Nica Dannelle Mathes, Section Chief
 Federal Awarding Agency Phone: 1-866-927-5646
 Federal Awarding Agency Email:
 Federal Awarding Agency Address: U.S. Department of Homeland Security Washington D.C. 20472

CFDA Catalog Name: National Dam Safety Program

CFDA Number: 97.041
 FAIN: EMW-2019-GR-0
 Research Grant: No
 Federal Award Date: 3/17/2020
 Total Federal Award Amount: \$153,007.00
 Federal Funds Obligated To Recipient: \$76,503.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
 Recipient Match %: 35%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

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 Recipient Name: City of Aberdeen - Public Works

FY19 High Hazard Potential Dams Rehabilitation	Task Total
Project Administration	\$ 7,979.93
Environmental Permitting	\$ 13,290.00
Collection and Review of Existing data	\$ 6,850.00
Geotechnical Analysis and Evaluation	\$ 62,477.00
Slope Stabilization Alternative Analysis	\$ 15,200.00
Preliminary Design Analysis Report	\$ 11,900.00

Total: \$ 117,696.93

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 Recipient Name: City of Aberdeen - Public Works

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
FY19 High Hazard Potential Dams Rehabilitation	35.00 %	\$ 41,193.93	\$ 76,503.00	\$ 117,696.93
Total		\$ 41,193.93	\$ 76,503.00	\$ 117,696.93

AGREEMENT SPECIFIC TERMS AND CONDITIONS

Amending Term and Condition 20 (d): Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within twenty (20) days after the end of the quarter being reported.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

Receives more than \$25,000 in federal funds under this award.

Receives more than 80 percent of its annual gross revenues from federal funds.

Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrc.gov <http://www.fsrc.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: WRFA-1921-AberPW-00006
Project Title: Fairview Reservoir No. 1 Dam Analysis
Recipient Name: City of Aberdeen - Public Works

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

**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: WWTP Disinfection Improvement Project Construction Support Amendment

REPORTS AS FOLLOWS: The City is under contract with Gray & Osborne, Inc. to provide professional construction support services for the Wastewater Treatment Plant (WWTP) Disinfection Improvement Project currently under construction. Additional services are required to complete the project due to COVID-19 impacts and to accommodate the time needed by the contractor to complete the work. The additional services consist of construction inspection, project management, office engineering, and project meetings.

IT IS RECOMMENDED: The Mayor shall be authorized to execute an amendment to the City's agreement with Gray & Osborne, Inc. for construction support services for the WWTP Disinfection Improvement Project for a cost not to exceed \$47,500.

Rick Sangder
Public Works Director

Nathan Kennedy, Committee Chair

Joshua Francy, Vice-Chair

Reported _____, 2020

Dave Haviland, Member

Adopted _____, 2020

Liz Ellis, Member

EXHIBIT A-1

SCOPE OF WORK

CITY OF ABERDEEN WWTP DISINFECTION SYSTEM IMPROVEMENTS ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES AUGUST 2020

The services to be furnished by the Engineer under this Agreement include additional engineering tasks for construction administration services for the City of Aberdeen Wastewater Treatment Plant (WWTP) Disinfection System Improvements. The additional services were identified to accommodate the delay associated with the COVID-19 pandemic and additional construction days requested by the Contractor. Although it is unclear how much additional time the Contractor will ask for, for the purposes of this request, we have assumed that Substantial Completion is granted by September 15, 2020, and Physical Completion by October 15, 2020. The cost proposal for the additional construction administration services is attached as Exhibit B-1.

SCOPE OF WORK

Task 1 – Additional Project Management

Task 1.1 – Provide Additional Project Management

Provide additional project management for construction administration services, including project budget control and scheduling, communication with the City, regulatory and funding agencies, coordination of staff assignments, project reporting, grant/loan documentation assistance to the City, and coordination of subconsultant work.

Task 2 – Additional Construction Administration Services

Task 2.1 – Project Construction Administration

Provide additional construction administration, including the following tasks:

- *Monitor Construction Schedule* – Review and comment on the Contractor's progress in relation to the schedule. Issue weekly reports to the City and Contractor on construction time consumed on the project to keep all parties involved advised on the time limit as it relates to penalties for failure to perform on schedule.
- *Coordinate and Review the Work of Subconsultants* – Obtain the services of specialty subconsultants. Coordinate and review their work.

- *Prepare Monthly Progress Estimates* – Review and/or prepare the Contractor’s monthly progress payment requests and prepare monthly progress estimates based on the Resident Engineer’s judgment of the value of work completed during the pay period.
- *Negotiate Change Orders* – Represent the City’s interest in negotiation of change orders with the Contractor. Prepare change orders for execution by the Contractor subject to approval and authorization by the City.
- *Prepare and Maintain Project Records* – Prepare and maintain daily logs, weekly schedule reports, jobsite photos, quantity measurements, and correspondence.
- *Conduct Project Closeout* – Obtain from the Contractor all bonds, guarantees, operation and maintenance manuals, and record drawings. Prepare the certificate of completion.

Task 2.2 – Additional Office Engineering

Provide office engineering including the following tasks:

- *Review Shop Drawing Submittals* – Review remaining submittals for compliance with design intent and general conformity to the contract drawings and specifications.
- *Review “Or Equal” Products* – Review proposals from the Contractor to substitute an “or equal” product for a specified product based on design intent and general conformity to the contract drawings and specifications.
- *Clarify Design Intent* – Respond to the Contractor’s questions and provide interpretation of the contract specifications and drawings which address and clarify design intent. Prepare supplementary sketches to clarify conditions. Maintain records of telephone meetings concerning design intent.
- *Evaluate Change Orders* – Estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.

Task 2.3 – Additional Project Meetings

- *Schedule and Record Job Meetings* – Conduct weekly job meetings with the Contractor and the City and/or City representatives. Prepare and distribute minutes of the weekly meetings.

Task 2.4 – Additional Startup/Commissioning/Training

Provide additional on-site startup assistance, operational testing, and training to the City's wastewater treatment plant staff on recommended operation of the upgraded plant.

Task 2.5 – Additional Construction Inspection (Partial)

Provide additional partial construction inspection, including the following tasks:

- *Provide Field Observation* – Provide **part-time** (40 hours total) Resident Engineer and/or Inspectors to monitor conformance of the Contractor's work with plans and specifications.
- *Conduct Final Inspections* – Conduct substantial completion inspections, issue punch lists, review compliance, and recommend acceptance by the City.
- *Assist City with Project Administration* – Coordinate and verify project costs. Maintain project accounting to aid in successful final audit.

EXHIBIT B-1

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Aberdeen - WWTP Disinfection System Improvements Additional Construction Administration Services August 2020

Tasks	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	Senior CAD Technician Hours	Field Inspector Hours
1 Additional Project Management						
1.1 Provide Additional Project Management	6	6				
2 Additional Construction Administration Services						
2.1 Project Construction Administration	6	8		4	4	
2.2 Additional Office Engineering	16	20	4	12	4	
2.3 Additional Project Meetings	16	16				
2.4 Additional Startup/Commissioning/Training	24	48		32		
2.5 Additional Construction Inspection (Partial)		8				40
Hour Estimate:	68	106	4	48	8	40
Fully Burdened Billing Rate Range:*	\$112 to \$200	\$112 to \$180	\$114 to \$158	\$103 to \$184	\$92 to \$130	\$77 to \$142
Estimated Fully Burdened Billing Rate:*	\$196	\$177	\$140	\$165	\$130	\$135
Fully Burdened Labor Cost:	\$13,328	\$18,762	\$560	\$7,920	\$1,040	\$5,400

Total Fully Burdened Labor Cost: \$ 47,010

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 490

TOTAL ESTIMATED COST: \$ 47,500

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

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**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Pete Schave

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

TO WHOM IT WAS REFERRED: RCO Community Forest Grant Authorization

REPORTS AS FOLLOWS: The Washington State Recreation and Conservation Office (RCO) has implemented a new Community Forests Program that could fund up to \$3 million for the acquisition of forestland for conservation and recreation. Permitted use of the forestland acquired includes timber harvest and forest management. The City of Aberdeen owns and manages approximately 2,588 acres of non-contiguous forestland. The sustainable management of City-owned forests provides a renewable, long-term revenue source for critical municipal services and infrastructure. The City’s Engineering Division is working to develop an application for the new Community Forests Program to acquire forestland for long-term forest management and timber harvests. Applications are due October 1, 2020, and the Engineering Division proposes to contract with Forterra for preparation of the application for a fee not to exceed \$5,000 to be paid for through the existing approved 2020 City Budget.

IT IS RECOMMENDED: The City Council shall authorize the City to contract with Forterra for preparing a grant application and shall pass a resolution authorizing the submission of a 2020 Community Forests Program grant application and establishing authorized agents on behalf of the City.

Rick Sangder
Public Works Director

Nathan Kennedy, Committee Chair

Joshua Francy, Vice-Chair

Reported _____, 2020

Dave Haviland, Member

Adopted _____, 2020

Liz Ellis, Member



Applicant Resolution/Authorization

Organization Name (sponsor) City of Aberdeen

Resolution No. or Document Name 2020-

Project(s) Number(s), and Name(s) Aberdeen Forestland Acquisition

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 9/23/20

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: 9/23/2020

Washington State Attorney General's Office

Approved as to form  2/13/2020
Assistant Attorney General Date

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

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mayor: Hon. Pete Schave

**The Members of
Your Committee on:** Personnel Committee and the Finance Director

In Reference To: Revising Assistant Finance Director job description

Background:

Looking at the current Job Description, it was written more like a Finance Director role vs. the Assistant Finance Director role. This revision adds in the word Assists to the majority of the items, so as this year progresses we can determine how the flow works best and can come back with a more detailed job description that fits with what the department needs.

I have reviewed other Assistant Finance Director job descriptions and they add a different slant to the responsibilities. I believe that Don and I can sort through the needs of the department and come up with a SOP for the Assistant Finance Director that is the description and process for the Finance Department, using the revised job description. I am also seeing this year as a year to figure it out and make it a more efficient and better flow for review, approval, and reporting so we can ensure we have the correct number of eyes on things and can ensure all of the duties can be accomplished. So the plan is to come back to the Committee and Council after we have had time to work through the duties and update the job description one we have had some time.

Reports and recommend as follows:

It is recommended that the City Council authorize the changes to the Assistant Finance Director job description as presented.

Human Resources

Mayor Schave, Chair

Reported _____, 2020

Council President

Adopted _____, 2020

Council Member

**CITY OF ABERDEEN
POSITION CLASSIFICATION**

ASSISTANT FINANCE DIRECTOR

Salary Range: 24

Union Status: Non-Union

FLSA Status: Exempt

Date Adopted: 01/01, 01/19

Page

1 of 3

GENERAL PURPOSE/SUMMARY:

This is a professional, administrative position, ~~directing all activities~~ assisting in the operation of the Finance Department.

Work involves responsibility for assisting with the financial activities such as: planning, ~~and~~ investing, budgeting, data processing, revenue administration, ~~investment of city monies,~~ public utilities accounting, special assessment accounting, ~~assisting in City finance operations,~~ statistical data accumulation for the City, ~~and~~ purchasing and services necessary for the department. Also, serves as a resource to departments and performs designated duties of the Finance Director in the Finance Director's absence.

REPORTS TO: Finance Director.

SUPERVISES: ~~Accounting Technicians, Accountant I, and Accountant II~~

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists in planning, organizing and directing the financial administration of the City.
- ~~Helps prepares~~ Assists in preparation of monthly, quarterly and annual budget reports.
- Assists the Finance Director in the request, assembly, ~~and and~~ presentation ~~segments~~ of the City budget, assists with preparation and submits preliminary budget to the Mayor for his/her presentation to the Council.
- ~~Estimates~~ Assists in revenues projections and probable tax yields for the City and prepares other forecasts as required.
- ~~Directs and participates~~ Assists in the review of all financial transactions, ~~and investments.~~
- ~~Controls~~ Assists with the internal control over the expenditure of City funds within legally appropriated limits.
- ~~Enforces~~ Assists in regulating compliance ~~to with~~ accounting standards and legal requirements as set by the State Auditor, Attorney General and Legislature.
- Assists in providing administrative supervision over the central accounting activities of accounts payable, credit and collections, utilities accounting and cemetery accounting.

- ~~Supports-Assists in the support of~~ the computer systems development and systems integration for all accounting and budgeting operations and any data processing needs that might arise.
- ~~If the Finance Director is absent, S~~signs legally authorized checks for the City.
- In absence of the Finance Director will ~~participate in the development and implementation of finance policiesparticipate and attend, attends~~ City Council, Finance Committee and Department Head meetings ~~and be backup for the functions of City Clerk.~~

**CITY OF ABERDEEN
ASSISTANT FINANCE DIRECTOR
3**

Page 2 of

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Continued)

- Assists in coordinating all financial policies to other City Departments.
- ~~Exercises-Assists in ensuring~~ general control and supervision over Department purchasing,
- Performs any and all special assignments as directed by the Finance Director.
- Assistance with reporting, recording, filing, and maintenance of City records.
- ~~Assists orP~~ prepares billings for state and federal grants and helps ensure legality.

OTHER JOB FUNCTIONS:

Performs other related duties as required.

WORK ENVIRONMENT/EQUIPMENT USED:

Personal computer, including word processing, spreadsheet software; mainframe computer system; 10-key calculator; phone; copy machine; fax machine.

While performing the duties of this job, the employee is frequently required to sit, walk, stand, talk, hear, use hands to finger, handle or feel objects, tools or controls and to reach with hands and arms. The employee is occasionally required to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The ability to operate a motor vehicle in order to attend off-site meetings, conferences and training may be required.

DESIRABLE QUALIFICATIONS:

Knowledge of: Generally Accepted Accounting Principles and standards as they apply to governmental accounting and City operations; thorough knowledge of governmental accounting procedures; Washington State BARS accounting system; modern supervisory principles and procedures; information technology principles, especially Microsoft Word, Excel and Access; applicable state and federal laws and regulations of financial reporting methods.

Ability to: Establish and maintain effective working relationships with the Mayor, City Council, Department Heads, Finance Department staff, peers and the general public; apply judgment and discretion in resolving problems and interpreting policies; prioritize, assign, monitor and evaluate the work of assigned staff; communicate effectively both orally and in writing.

EDUCATION AND EXPERIENCE:

Experience, education, or training which provides the level of knowledge, skill and ability equivalent to:

Bachelor's Degree in Accounting, Finance or Business Administration with continuing education in finance, accounting, and information technology related subjects.

Five years' management and professional level accounting experience, with a minimum of two years in: governmental accounting, supervisory experience, financial report preparation, information technology, and personal computer applications.

LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:

Valid WA State Driver's License.

HUMAN RESOURCES DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Pete Schave

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

To Whom Was Referred: Appointment of Don McMaster to Assistant Finance Director.

Reports and Recommends as Follows: On September 17, 2020, members of the Personnel Committee met and discussed a request from Finance Director Soule to appoint Don McMaster to Assistant Finance Director. Don has been serving as the Interim Assistant Finance Director since April, 2020.

It is recommended that the City Council approve this request to appoint Don McMaster to Assistant Finance Director effective September 24, 2020.

PERSONNEL COMMITTEE

Human Resources

Mayor, Chair

Reported: September 23, 2020

Council President

Adopted: _____, 2020

Council Member

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**HUMAN RESOURCES DEPARTMENT
CITY OF ABERDEEN**

Mayor: Hon. Pete Schave

**The Members of
Your Committee On:** Personnel and the Human Resources Director

To Whom Was Referred: Promotion to PW Administrative Coordinator

Reports and Recommends as Follows: Whereas, upon comparing intra-departmental roles and responsibilities related to administrative tasks we found an opportunity to improve efficiency within Public Works. Currently there are two Administrative Coordinator (Range 16) positions and one Office Assistant II (range 15) position. The position of Office Assistant II (Range 15) whom reports directly to the Public Works Director has duties and expectations which are independent of the Public Works Administrative Coordinators. The current Office Assistant II Sheri Runyon has the skills, knowledge, and expertise to perform the functions of an Administrative Coordinator, this would provide improved department wide cross-coverage and efficiency in workflow.

The department would like to promote Sheri Runyon to an Administrative Coordinator, which would create an additional position in this classification, the Office Assistant II position would remain active but unfilled. The additional cost to the 2020 budget for this change would be \$173.70 in wages, plus payroll taxes.

The union was notified of the City's request and provided their approval to the proposed changes on September 14, 2020.

It is Recommended: That the Aberdeen City Council approves the promotion of Sheri Runyon to Administrative Coordinator effective October 1, 2020.

PERSONNEL COMMITTEE

Sarah Kangas-Hanes
Human Resources Director

Pete Schave, Chair

Reported: Sept 23rd, 2020

Council President

Adopted: _____, 2020

Council Member

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**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 the SPAR sign
packaged and moved**

Reports and recommendations as follows:

The City of Aberdeen Board of Museum and History met on Tuesday, September 1, 2020. At this meeting the Board approved a request to the Aberdeen City Council to hire a qualified sign company to safely package and move the neon SPAR sign from the Annex to the Museum Warehouse Location. Neon signs are fragile and difficult to move. The Board felt this sign was an important historical representation of Aberdeen's History.

Recommend as follows:

It is recommended that the City Council authorize staff to hire a qualified sign company to package and move the SPAR sign, following the City of Aberdeen's Purchasing Policy.

Stacie Barnum, Parks Director

Reported: September 23, 2020

Adopted: _____

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

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

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number <COMMERCE CONTRACT NUMBER> from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) for eligible expenditures included on the corresponding A-19 invoice voucher for report period <REPORT PERIOD FROM A-19>.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on November 30, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

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

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

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

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

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

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



Printed Name



Title

Signature



Date:

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	
5. Original Contract Amount (and any previous amendments) \$506,400.00	6. Amendment Amount \$253,200.00	7. New Contract Amount \$759,600.00	
8. Amendment Funding Source Federal: X State: Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date November 30, 2019
11. Federal Funds (as applicable): \$759,600.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 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.