



McCleary Regular City Council Meeting

Wednesday, October 12, 2022 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Agenda

Join Zoom Meeting

<https://zoom.us/j/98861529830?pwd=Y25ZeEhDa3VOTk1wWHpodjhQdCtVdz09>

Meeting ID: **988 6152 9830**

Passcode: **276660**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

Public Comment - Agenda Items Only

Consent Agenda

1. Accounts Payable September 16-30 - Check Numbers 51119-51158 totaling \$44,038.92
2. [September 28, 2022 Meeting Minutes](#)

Updates

3. [Staff Reports - Water & Wastewater, Public Works, Public Works Director, Light & Power, Police](#)

New Business

4. [East GH Fire Rescue EMS Availability Agreement Cost Study](#)
5. [LIHWAP Addendum Extension](#)
6. [David Evans & Associates - Grant Writing & Funding Strategies](#)
7. [Planning Commission Confirmation for Gary Atkins](#)

Old Business

Ordinances and Resolutions

Updates

Public Comment - City Business Only

Executive Session

Adjourn

Please turn off Cell Phones- Thank you

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McCleary Regular City Council Meeting

Wednesday, September 28, 2022 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:32pm. All Councilmembers in attendance.

Before the Public Hearing, Mayor Miller introduced our newest Officer, Eddie Bengé.

Agenda Modifications/Acceptance

Motion made by Councilmember Iversen, Seconded by Councilmember Amsbury. Before the Public Hearing, Mayor Miller introduced our newest Police Officer, Edward Bengé.

Public Hearing

1. Port Blakely Annexation

Port Blakely Annexation - Public Hearing opened at 6:34pm

Gary Atkins spoke against the Annexation. Stated 150 homes vs. 35 homes is a little excessive. There will be less water used, less ground disturbance with 35 homes. He's not apposed to growth, but thinks this is a bad location for this amount of homes.

Teri Franklin spoke against the Annexation. She's tried for 30 years to get people to pay attention to our water supply. Thanked Mayor Miller and this Council for doing a sustainability study for our aquifer. She doesn't think we should be doing this on what is left of our recharge area. Asked if we had any information on our 2 monitoring wells from 2006 or 2007. She has lost a lot of faith in her government because they haven't protected our water supply. If this is annexed in, she will go out and get it de-annexed.

Michele Belcher spoke against the Annexation. We need to take the opportunity to step back. Without a clear study of what our water is, whether we can have a bigger sewer system, you guys need to be truthful to everybody in the town, because it does cost the taxpayers.

Jayne Hamlin spoke against the Annexation. You guys have got to say no. We have a problem with the water, all of the houses are going to be affected on Buck and Bear. Don't do what the County did.

Chris Carlson stated he is representing Ken Brogan, and he will defer to the end, his plan is to address the concerns of the citizens.

Denice Morrison spoke against the Annexation. She was raised in Oregon and has seen this happen before. You start out as a small town and pretty soon they bring in housing developments, and pretty soon you have a high school. You need to think twice about this. She would love to put jobs in our community, but they just aren't around.

Ken Brogan spoke in regards to the development. He's done several projects in town, including Summit Place & Hicklin Estates. City of McCleary is a great town, and cities can't sustain without some sort of growth. I have the capacity to build a great property, somebody is going to build there and I'd rather it was me because I'm going to do it responsibly. The impacts for the city on this project will be minimal. Ken stated he isn't the developer out of Seattle, he wants to do a good job and have the city have sustainable growth. He doesn't want the Council to make a decision tonight, he wants them to have more information. He thinks the City should adopt impact fees to help with schools, levy's, sidewalks,

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etc. He doesn't have to do this project, he wants to. Denice Morrison talked in regards to her power bill stating it isn't feasible for businesses. She stated we need something to create jobs here. Ken stated you can't have jobs here if you don't have housing. Your power bill isn't going to change until you add more people here, their overhead is their overhead. The water, the sewer.. if there's 2200 people paying into it vs. 3500, your numbers go down. Melissa, a McCleary resident, would like to see a plan for the neighborhood. She asked if it was possible for people that live against the property to purchase a lot behind them to keep the trees. Ken stated he plans to keep a buffer; you won't have to buy a lot out there. The owner of a pizza restaurant in Olympia stated he's looked at businesses here in town, the more people in town brings in more business, businesses can thrive if there is enough people, there is not enough people in this area to support a business or restaurant. Restaurants in town provide jobs for the youth. Looking at all the options, he considered moving his restaurant here, but he'd end up working the business 24/7 to make it sustainable. Ken Drake stated that growth is coming, all you have to do is drive around and look at Brogan's developments, and you can see what it's going to be. He stated it's going to happen, and when it does, he wants Ken Brogan do it.

Chris Carlson spoke about his engineering firm that represents Ken Brogan. The annexation started over a year ago and explained the steps involved. He stated basically all of Western Washington is a critical aquifer recharge area. All of the water people get from private wells or city systems come from underground aquifers. Chris said earlier, the City's engineer stated that septic systems are not good for aquifers. So this particular project will be connected to the City's sanitary sewer system. From the storm drain prospective, WA State Dept. of Ecology requires the highest level of treatment of the storm water, for this area. He spoke in regards to school impacts, environmental review process and the SEPA process. A question was asked, who foots the bill for the studies, the City or the developer? Chris stated the developer does, 100%. Chris stated that in the Gray & Osborne presentation a while back, the City's water and sewer systems has the capacity for an additional 700+ connections, and this is maybe 156 lots. Director of Public Works, Chad Bedlington gave an update on the aquifer study. Councilmember Dahl asked if it was possible to have a public website for this information and Chad said there is a website that should be up by the end of this week hopefully. Chris wanted to include that the preliminary design for this development would include a neighborhood park.

Public Hearing closed at 7:58pm.

Public Comment - Agenda Items Only - None

Consent Agenda

- 2. Accounts Payable Sept. 1-15 Ck Numbers 51056-51118 including EFT's totaling \$222,190.13
- 3. Minutes 09/14/22

Motion made by Councilmember Huff, Seconded by Councilmember Ross.
Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Updates

Councilmember Huff asked what the status of the website was. Chad is picking up a lot of pieces here, and the website is one of his priorities. It's almost ready to be rolled out, we basically just have some staff training left to do. He'd like to get it up by the end of the year.

Councilmember Huff asked about the property on 5th Street if there was an update. Chris Coker will get him an update later.

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New Business – None

Old Business

4. SCJ Alliance Contract - Comprehensive Plan Update

Chad said the Council approved the scope of work back in August, this is just a follow up to include the contract. Councilmember Iversen asked what the additional expenses would be. Chad said a ballpark would be materials, travel, under \$1000.

Councilmember Dahl asked if the investigation report from a few weeks ago was complete and if the Council could get a copy of it. Mayor Miller thought it was sent to them but will double check. Dahl also mentioned we have a planning commission application online and still only have 3 applications. Is this something we can start moving forward with? She wanted to let the public know that we are still looking for more people to apply and would like to see that commission start meeting.

Ordinances and Resolutions

5. Port Blakely Annexation

Mayor Miller asked Council if they wanted to vote tonight or think about it more. Council decided that they were ready to vote tonight. Councilmember Iverson gave her thoughts on why she would vote no on this. She isn't comfortable voting yes on this yet without knowing all the information.

Councilmember Ross gave his opinion on wanting the aquifer study before he voted because it would help give him a more data driven decision. Weather or not we annex it will determine the density of the housing which would affect the aquifer. He is also concerned about the quick pace of growth. Councilmember Amsbury would like to see the aquifer study before making a decision, but waiting until June is a long time. She would like to see growth, but that's a bad area beings it's the recharge area. She's torn because we will see the affects of the growth, but if it isn't annexed, we wouldn't get the tax base and permit fees.

Ken Brogan stated he doesn't want the council to vote on it tonight if they aren't comfortable with it. Councilmember Huff stated the annexation and the development are 2 separate topics. His thoughts are, he's not a fan of septic tanks especially with the concern of the water quality and putting in 9 or 10 septic tanks isn't wise on top of the recharge area. He spoke with the Police and Fire Departments on this and would rather the taxpayer dollars be coming to us if they are using those services.

Councilmember Huff is comfortable with us moving forward on the annexation because it's a matter of whether or not we want this property to be city limits, not a matter of the size of development and what it's going to look like.

Councilmember Dahl stated she is confident with our environmental laws in place, they are strict. She is confident in voting tonight.

Councilmember Ross stated 35 1-acre lots would be good for moderate growth and spoke on his concerns with high density housing. He believes this would be high risk and irresponsible growth to put these many houses on the recharge area.

This motion is to REJECT Ordinance 874. Roll Call vote

Motion made by Councilmember Ross, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Amsbury, Councilmember Ross, Councilmember Iversen

Voting Nay: Councilmember Huff, Councilmember Dahl

Councilmember Amsbury stated this was a tough decision for her. She would have felt a lot better having an aquifer study. She does want to see growth, and Brogan has done a great job in the areas

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that he has done. But she is worried about our aquifer.

Updates

Councilmember Huff said October is Breast Cancer Awareness Month and there will be pink lights around City Hall. He also purchased pink ribbon magnets for the City vehicles. He talked to Chief Patrick about doing a Fill the Cruiser event for the school. He will verify the date and whether it will be food or school supplies.

Councilmember Huff stated he will be gone for our next council meeting on the 12th and will send them some dates on when he's available for a budget workshop.

Councilmember Dahl wanted to let everyone know that the Downtown Merchant Trick or Treat is the 28th of October from 4-6. Steve Sleasman stated that some of the business owners have talked to members of the Civic Renewal Group about absorbing our Chamber of Commerce because that is the best organization in this town to represent the merchants and the community as a whole, and Carri does a wonderful job with this. He would love to see the McCleary Civic Renewal Group absorb the Chamber of Commerce.

Public Comment - City Business Only

Steve Sleasman stated he wanted to get a few things on record. First thing that was a concern was the numbers that was paid out in one month to the police officers in overtime due to the lack of coverage. It was between \$17,000 and \$20,000 in one month of overtime, is that correct? The officers weren't even leaving their home the majority of the time for the calls that came in. He asked if the new Chief was taking the majority of the on-calls now, correct? The second thing is the budget meeting last week that did go on even though it wasn't legally posted. So the members of the Council that attended have been turned into the State and could possibly get fined. You should have learned when the last meeting that wasn't properly posted months ago for the same reason, and that's our City Clerk's job, which I don't see here tonight, isn't it her job to take the minutes here tonight too? The Police Department had a surplus budget over the last 5 years, and you've depleted that. Two of the police officers were illegally hired that you didn't have a Civil Service Commission for, half of the police department has been hired illegally. Mayor Miller suggested he get his facts straight.

Executive Session- None

Adjourn

Meeting Adjourned at 8:47pm

Motion made by Councilmember Huff, Seconded by Councilmember Dahl.

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City of McCleary **STAFF REPORT**

To:	Mayor Miller and City Council
From:	Kevin Trehella
Date:	October 4, 2022
Department:	Water and Wastewater

Water and Wastewater treatment Plants are operating excellently. SEWERS and associated infrastructure are a reality that runs underneath our streets. This infrastructure, that we all need is very important and needs to be maintained.

As you review and plan the budgets, please keep this in mind.

As for the sewers I cannot say, "We don't foresee any problems, in the near future."

Have a great week!

Kevin Trehella



City of McCleary **STAFF REPORT**

To:	Mayor Miller and Council Members
From:	Steve Randich
Date:	Oct. 3,2022
Department:	Public Works

Mayor and Council,

Currently we are fixing streets around town by cutting out the bad patches and repairing them with new asphalt. We have rented an asphalt roller along with a concrete saw to help finish these projects in a timely manner. We also have repaired several water leaks around town and installed a new culvert in the 400 block of Fir St.

Thank you,
Steve



City of McCleary STAFF REPORT

To:	Mayor Miller and City Councilmembers
From:	Chad Bedlington, Director of Public Works
Date:	October 12, 2022
Department:	Public Works Administration

Website

Staff is currently making efforts to get a “go live” date set for the new website launch. Once a date is set in the coming weeks, City Council will be updated on its progress until the website is up and active.

Aquifer Study

Consultants are currently collecting field measurements at local well sites to inform the Aquifer Study. In addition, a dedicated project website has been created and can be viewed at <https://city-of-mccleary-aquifer-sustainability-plan-usaquifers.hub.arcgis.com> . This will be the primary information portal throughout the duration of the project, and also has a citizen survey that we are requesting folks to complete to help inform the study and future priorities for aquifer protections.

Comprehensive Plan Update

Progress is underway compiling information for the comprehensive plan update being completed by SCJ Alliance on behalf of the City. Our next steps will be to form a diverse stakeholder group made up of several, varied community members and interested parties. This extensive plan update will take up to one year to complete given the robust need for public involvement. Regular progress updates will be provided to City Council throughout the planning period.

IBEW Collective Bargaining

Negotiations are ongoing with the International Brotherhood of Electrical Works, Local No. 77. This Union represents our Light and Power group as well as several of the front office administrative staff members. We are hopeful to wrap up negotiations before the end of October, and are making good progress thus far to achieve that goal.



City of McCleary

STAFF REPORT

To:	Mayor Miller and Council
From:	Paul Nott
Date:	10/6/2022
Department:	Light and Power

Hello All,

This past month the crew has been keeping busy with general maintenance of our electrical system and fielding customer requests.

We've been working on rebuilding 6th street and cut over. Hooked up two new services in our system and one upgraded service. We had one outage (underground), repaired a down guy that damaged a sewer line. The guys have also been collecting data requested by FCS for the rate study. The crew also assisted the public works crew with a water line repair while they were short staffed due to a training event.

If anyone has any questions or concerns, feel free to contact us...

Paul



City of McCleary **STAFF REPORT**

To:	City Council
From:	Chief Sam Patrick
Date:	10/6/22
Department:	Police Department

Greetings Council

Things are progressing within the department throughout September.

Officer Edward Bengé has well into his training and progressing is slated to be on the road covering soon.

Additional lateral officer still progressing through background, polygraph and psychological.

Working with counselor Brycen Huff for upcoming trunk or treat and fill the patrol car.

Chief S. Patrick

**McCleary Police Department
Monthly Call Activity Report**

September 2022

#	Calls
4	Abandoned/Disabled Vehicles
4	Accidents
17	Agency/Public/Motorist Assists
1	Alarms
3	Animals
	Arson
4	Assault Offenses
	ATC (attempt to contact)
1	ATL (attempt to locate)
	Bad Checks
1	Burglary
	Child Abuse/Neglect
	Child Molestation/Rape/Comm
2	Civil/Public
	Death Investigations
2	Disorderly Conduct
1	Disputes /Verbal
	Drugs/Equipment Violations
3	DUI
	Eluding
	Fire
	Firearms
	Fireworks
	Forgery
1	Fraud/Scam Offenses
2	Harrassment
	Homicide Offenses
	Illegal Burn
9	Police Information/Assist
	Juvenile
	Kidnapping/Abduction
	Littering
	Lost/Missing/Found Person
1	Malicious Mischief
	MIP/Furn Minor
	Medical / Fire - Assist ACP
	Nuisance /Noise
	Overdose
1	Property/Lost/Found/Recovered
	Rescue - minor/major

#	Calls
	Robbery
	Runaway
	Sex Offenses
	Shoplifting
2	Suicide/Threats/Attempts
	Shooting/Weapons/Explosives/Hazard
3	Suspicious/Unkn Circumstances
12	Suspicious Person/Vehicle
4	Traffic /Reckless- Criminal
6	Traffic - Infractions
33	Traffic - Other/Hazards/Patrol
6	Trespassing
3	Thefts/Larceny
	Thefts (MV)/tmvwp/recstveh
	Vandalism
1	Vehicle Prowl
	Violation of City Ordinance
2	Violation of PO/RO
1	Warrants/Wanted Person
4	Welfare Checks
4	911 Hangup

#VALUE! TOTAL 130 Calls +

1868

YTD



Memorandum

DATE: Monday, September 27, 2022

TO: Mayor, Chris Miller, Chief Paul Nott

FROM: Adam Fulbright, Fire Chief

SUBJECT: EMS Availability Agreement Formula Cost Study

Attached will find three pages with various data on our cost study. I will break down each one for you, explaining the cost of providing availability for Emergency Medical Services to greater East Grays Harbor County.

In 2008 a multi-agency EMS committee established and adopted this formula to evaluate the cost of providing EMS services. This formula takes the total budgetary cost of running Emergency Medical Services and subtracts the total annual EMS revenue collected.

The remaining balance is then calculated into the percentage of calls that each agency responds to annually, establishing each agencies annual cost. The current annual rate charged is subtracted by the new projected annual cost leaving you with the balance used to adjust your annual rate.

The last EMS availability study was completed in 2017 and was based on 1423 annual EMS calls (see 2017 rate sheet). A six-year agreement with an annual cola was agreed to and approved by all parties.

I have updated the information using call numbers from 2021. Due to the recommended increase, I have provided a few options for the City to consider, projection 1 continues doing business as usually. While projection 2 adjust response procedures slightly to reduce our cost and the availability cost for McCleary Fire.

Projection 1 – This study shows the total cost of providing EMS services using the annual call volume from 2021 and the 2021 budgeted numbers. The staffing included are 3 FT Medics, 1FT EMT, 1 PT Responder, 50% of the Chief and Administrative Assistant (Payroll).

Projection 2 – This study shows the total cost of providing EMS services using the annual call volume from 2021 and the 2021 budgeted numbers. The staffing included are 3 FT Medics, 1 FT, 1 PT Responder, 50% of the Chief and Administrative Assistant (Payroll). To reduce their annual cost, we would change the language in the agreement, having McCleary Fire respond to all non-injury lift assist in their area. Reducing MFD calls by approximately 55 calls. Projection 2 reduces our dispatch fees, fuel, and the wear and tear on vehicles.

As you can see in the study, the three things that directly affects changes in annual cost are call volume, revenue collected and staffing levels. Over the last Six years we have experienced an increase in call volume, inflation on supplies, fuel, maintenance and of course staffing to meet the needs of East Grays Harbor County.

Together our two agencies have provided a highly professional and quality level of care to our community. In continuation of our shared responsibility to our citizens, I recommend we consider Option 2 for the next contact.

For comparison purposes only, see the following information.

Call Volume

2017 (Last year of previous agreement)

- District 5 - 546
- Elma - 516
- McCleary - 301
- District 12 – 72

2021

- Eats Grays Harbor Fire Rescue District 5 – 1154 (+92 or an 8.66% increase)
- McCleary – 326 (+25 or an 8.30% increase)
- District 12 – 187 (+115 or an 159.72% increase)

Availability Fees:

2017

- Elma - \$201,850.92 (\$391.18 per call average)
- McCleary - \$84,850.44 (\$281.90 per call average)
- District 12 – \$36,225.48 (\$503.13 per call average)

2023 (projected increase)

- McCleary – \$105,661.20 (+\$38,212.02 or a 36.16% increase) (\$441.33 per call average)
- District 12 – \$40,605.96 (+\$41,922.55 or a 50.79% increase) (\$441.33 per call average)

EMS AVAILABILITY FEE STUDY 2017

Item 4.

Expense			
Description	Total \$	%	\$\$
Fire Chief Salary	\$ 50,411.00	100%	\$ 50,411.00
Chief's Benefits	\$ 24,222.95	100%	\$ 24,222.95
Total Admin	\$ 74,633.95		\$ 74,633.95
EMS Slaries & Wages	\$ 481,266.26	100.00%	\$ 481,266.26
Overtime	\$ 48,239.75	100.00%	\$ 48,239.75
EMS Trans/Standby Stipend	\$ 34,058.86	100.00%	\$ 34,058.86
Benefits	\$ 273,173.00	100.00%	\$ 273,173.00
Total Personnel	\$ 836,737.87		\$ 836,737.87
EMS Operations			
EMS Fuel	\$ 18,932.67	100%	\$ 18,932.67
EMS Billing	\$ 27,451.22	100%	\$ 27,451.22
911 EMS Dispatching	\$ 10,596.98	100%	\$ 10,596.98
County Payroll Services	\$ 5,420.30	100%	\$ 5,420.30
EMS Training	\$ 4,944.28	100%	\$ 4,944.28
Ambulance Vehicle Repair	\$ 19,208.96	100%	\$ 19,208.96
Medical Supplies	\$ 35,196.69	100%	\$ 35,196.69
EMS Miscellaneous Ops	\$ 57,507.64	100%	\$ 57,507.64
Total EMS Operations	\$ 179,258.74		\$ 179,258.74
Total EMS Cost			\$ 1,090,630.56
Ambulance Replacement			\$ 20,000.00
			\$ 1,110,630.56

STAFFING LEVEL
2 FT Medics, 1 PT Responder,
Volunteers, Chief (50%)
& BC (50%)

Revenue	
Description	
DOH Pre-Hospital	\$ 1,270.00
Ambulance Tranport Fees	\$ 537,594.93
EMS Other Revenue	\$ 21,794.17
Total EMS Revenue	\$ 560,659.10

EMS Availability Amount \$ 549,971.46

Total 911 EMS Calls = 1423

Break Down	# EMS Calls	EMS Availability %	\$\$	2017 Rate	Difference
Elma	506	35.56%	\$ 195,562.59	\$ 201,850.92	\$ 6,288.33
McCleary	306	21.50%	\$ 118,265.12	\$ 84,850.44	\$ (33,414.68)
D12	77	5.41%	\$ 29,759.52	\$ 36,225.48	\$ 6,465.96
D5	534	37.53%	\$ 206,384.23	\$ 227,044.62	\$ 20,660.39
Total	1423	100%	\$ 549,971.46	\$ 549,971.46	

EMS AVAILABILITY FEE STUDY 2022

Item 4.

Expense			
Description	Total \$	%	\$\$
Fire Chief Salary	\$ 57,538.71	50%	\$ 57,538.71
Chief's Benefits	\$ 22,707.14	50%	\$ 22,707.14
Total Admin	\$ 80,245.85		\$ 80,245.85
EMS Slaries & Wages	\$ 630,254.79	100.00%	\$ 630,254.79
Overtime	\$ 52,530.19	100.00%	\$ 52,530.19
EMS Trans/Standby Stipend	\$ 47,364.71	100.00%	\$ 47,364.71
Benefits	\$ 333,274.02	100.00%	\$ 333,274.02
Total Personnel	\$ 1,063,423.71		\$ 1,063,423.71
EMS Operations			
EMS Fuel	\$ 19,266.82	100%	\$ 19,266.82
EMS Billing	\$ 26,446.68	100%	\$ 26,446.68
911 EMS Dispatching	\$ 16,803.29	100%	\$ 16,803.29
Payroll Services	\$ 49,104.78	50%	\$ 49,104.78
EMS Training	\$ 21,757.58	100%	\$ 21,757.58
Ambulance Vehicle Repair	\$ 47,609.50	100%	\$ 47,609.50
Medical Supplies	\$ 40,550.74	100%	\$ 40,550.74
EMS Miscellaneous Ops	\$ 97,672.87	100%	\$ 97,672.87
Total EMS Operations	\$ 319,212.26		\$ 319,212.26
Total EMS Cost			\$ 1,462,881.82
Ambulance Replacement			\$ 26,000.00
			\$ 1,488,881.82

STAFFING LEVEL
3 FT Medics, 1FT EMT 1 PT EMT,
Volunteers, Chief (50%)
Payroll/AA (50%)

Revenue	
Description	
DOH Pre-Hospital	\$ 1,260.00
Ambulance Tranport Fees	\$ 731,813.11
EMS Other Revenue	\$ 20,113.42
Total EMS Revenue	\$ 753,186.53

EMS Availability Amount \$ 735,695.29

Total 911 EMS Calls = 1667

Break Down	# EMS Calls	EMS Availabilty %	\$\$	2022 Rate	Difference
East Grays Harbor Fire	1154	69.23%	\$ 509,293.56	\$ 776,555.56	\$ 267,262.00
McCleary	326	19.56%	\$ 143,873.22	\$ 105,661.20	\$ (38,212.02)
D12	187	11.22%	\$ 82,528.51	\$ 40,605.96	\$ (41,922.55)
Total	1667	100%	\$ 735,695.29	\$ 922,822.72	\$ 187,127.43

EMS AVAILABILITY FEE STUDY 2022

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STAFFING LEVEL
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Volunteers, Chief (50%)
Payroll/AA (50%)

Revenue	
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Total 911 EMS Calls = 1667

Break Down	# EMS Calls	EMS Availabilty %	\$\$	2022 Rate	Difference
East Grays Harbor Fire	1154	69.23%	\$ 509,293.56	\$ 776,555.56	\$ 267,262.00
McCleary-55 calls	271	16.26%	\$ 119,600.13	\$ 105,661.20	\$ (13,938.93)
D12- 30 calls	157	9.42%	\$ 69,288.64	\$ 40,605.96	\$ (28,682.68)
Total	1582	95%	\$ 698,182.33	\$ 922,822.72	\$ 224,640.39

Low Income Home Water Assistance Program Vendor Agreement Addendum: Extension to Program Year 2022-2023

In program year 2022-2023, Coastal Community Action Program (CCAP) (*agency*) and CITY OF MCCLEARY (*vendor*) entered into an agreement for the purpose of providing Low Income Home Water Assistance (LIHWAP) to eligible applicants receiving water/sewer/wastewater from the vendor.

Due to remaining funding as well as additional funding pending from the State of Washington, CCAP is offering an extension of the vendor contract to cover Program Year 2022-2023, running from October 1st, 2022 to September 30th, 2023. Assistance will be provided to eligible applicants until all funding is expended or September 30th, 2023, whichever comes first.

This addendum extends the agency and vendor expectations listed in the original contract (see attached) thru September 30th, 2023.

No action is needed from CITY OF MCCLEARY (*vendor*) if you wish to participate in this extension.

If CITY OF MCCLEARY (*vendor*) would prefer to opt out and rescind the availability of these funds to their customers for Program Year 2022-2023, or has questions regarding this program or its extension, or needs to revisit the language of the original contract for purposes of extension, please contact CCAP.

Susana Lopez
Housing & Community Services Program Manager
susanas@coastalcap.org
360-589-1779

Received by: _____

Received on: _____

LOW INCOME HOME HEATING ENERGY VENDOR AGREEMENT WASHINGTON WATER ASSISTANCE 10/01/2021-09/30/2023

This agreement, dated as of April 6, 2022, is entered into by and between Coastal Community Action Program, and Chinook Water District, a supplier of home water and/or waste water.

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

WATER VENDOR RESPONSIBILITIES

The Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four (4) years from the date of this agreement, or long if the vendor is notified that a fiscal audit for a specific program year is unresolved.
5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
7. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
8. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

REQUIRED RECORDS FOR AUDIT PURPOSES

The vendor will keep records showing the following:

1. Name and address of households who received assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

GENERAL SERVICES AGREEMENT

THIS IS AN AGREEMENT between The City of McCleary an incorporated city in the State of Washington (“Client”) and David Evans and Associates, Inc., an Oregon corporation (“DEA”), together with Client, the (“Parties”), dated October 1, 2022, and any amendments thereto (collectively, the “Agreement”).

In consideration of the mutual promises between the parties, Client and DEA agree as follows:

Section 1. PROJECT

The purpose of this Agreement is to provide a master contract for professional consulting services and other related services (the “Services”) by DEA for Client relating to grant writing and funding strategies (hereinafter called the “Project”). The Services will be performed in any individual phase (or all phases) of the Project and will be performed under a series of Task Orders, each of which will define the scope (“Task Order Scope”), time of performance, and fees for the Services applicable to such Task Order, in substantially the form attached as **Attachment A, Task Order 1**.

Section 2. SERVICES

- 2.1 **TASK ORDERS:** Prior to commencement of any phase of Services, Client and DEA will agree upon and execute a written Task Order. Execution by Client and DEA of each subsequent Task Order will incorporate such Task Order into this Agreement. DEA is not authorized and will not be required to proceed with any phase of Services until Client and DEA have agreed upon and executed a Task Order for that phase of Services. Changes to existing Task Orders will be handled in accordance with **Section 5.2, Changes**.
- 2.2 **STANDARD OF CARE:** The Services provided by DEA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. DEA makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Services.
- 2.3 **TIME PERIOD FOR PERFORMANCE OF SERVICES:** DEA will commence its services in accordance with the time schedule set forth on each Task Order.

Section 3. PAYMENTS

- 3.1 **FEE FOR SERVICES:** Client will pay DEA for services performed as set forth on each Task Order.
- 3.2 **TIMES OF PAYMENTS:**
- 3.2.1 **Invoicing and Payments.** The unbilled portion of the Services will be invoiced on or about the 10th day of the month for the portion of the Services completed as of the end of the prior month. Client will pay the invoiced amounts within 30 days of the date on the invoice, after which time payment will be considered delinquent (“Delinquent Payment”). Client will pay monthly late charges on all Delinquent Payments at a rate of 1.5% per month (or the maximum rate allowed by law, if less) for each month from the date of invoice. Payments will be credited first to interest and then to principal. DEA may, at Client’s sole risk and without liability or legal exposure to DEA or its subconsultants, suspend all Services until all Delinquent Payments have been remedied. If a Delinquent Payment remains outstanding for 60 days or more, Client will be considered in material breach of this Agreement.

Client will not withhold, back charge, retain or off-set any sums from payment to DEA for any reason, and waives any statutory or other rights to withhold, back charge, retain or off-set from the payments made or to be made to DEA. If Client believes that there is a defect or nonconformance in the Services, Client will address those issue(s) in accordance with **Section 5.1, Notifications** and, if necessary, **Section 6.1, Dispute Resolution**.

- 3.3 **PAYMENTS IN EVENT OF TERMINATION:** If this Agreement is terminated, Client will compensate DEA for all Services performed and expenses incurred under this Agreement.

Section 4. SPECIAL PROJECT PROVISIONS

- 4.1 **FURNISHED DATA:** Client will provide to DEA the relevant data in its possession relating to the Services, including, but not limited to, previous reports, maps, surveys, borings, and other information. Client will clearly delineate the boundary of the area(s) that comprise the Project. DEA may rely upon the accuracy of the information provided by Client in performance of the Services. Record drawings and construction documents (if any) will be prepared, in part, based on information compiled and furnished by Client and others, and may not always represent the exact location or type of various components, or the exact manner in which the Project is to be finally constructed. DEA is not responsible for any errors or omissions in the information obtained from others that are incorporated into the record drawings or construction documents or used in connection with the Services.
- 4.2 **TIMELY REVIEW:** Client will examine all studies, reports, proposals, and other related documents provided to Client by DEA and provide timely written decisions requested by DEA.
- 4.3 **ACCESS TO FACILITIES AND PROPERTY:** Unless otherwise agreed to by the Parties, Client will arrange safe access to all facilities, the site of the Project (the "Site") or other property as reasonably required for DEA to perform the Services. Client will provide labor and safety equipment, with exception to personal protective equipment (PPE), as required by DEA for its access. Client will also perform, at no cost to DEA, tests of equipment, machinery, pipelines, and other components of the facilities as may be reasonably required in connection with the Services. Client will identify necessary precautions and provide a safe and healthy environment for DEA personnel working at the Site in accordance with state and federal occupational safety and health guidelines.
- 4.4 **PERSONNEL AND ON-SITE ACTIVITIES:** Each Party will be responsible for all acts of its own personnel at the Site or otherwise performing any work relating to the Project. While at the Site, DEA's personnel will comply with the applicable requirements of any construction contractor or subcontractors ("Contractors") and Client's safety programs, of which DEA has been informed in writing. DEA will at no time supervise, direct, control, or have authority over any Contractor work, nor will DEA have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or related safety precautions and programs, nor for any failure of a Contractor to comply with laws or regulations applicable to such Contractor's work. DEA neither guarantees the performance of Contractors or others, nor assumes responsibility for their failure to perform work in accordance with the construction documents or safety standards.
- 4.5 **ADVERTISEMENTS, PERMITS, ACCESS AND CONSENTS:** Unless otherwise agreed to in the Task Order Scope, Client will obtain, arrange for, furnish and pay for advertisements for bids, permits, fees and licenses required by governmental authorities, land easements, rights-of-way and access, and such approvals and consents from others necessary for the Services or construction of the Project.

- 4.6 **NOTICE OF VIOLATIONS:** Client will promptly notify DEA in writing if Client becomes aware of: a) a violation of any law, regulation, permit or license relating to the Project; b) proceedings that commence that could lead to revocation of permits or licenses relating to the Project; c) actual revocation of permits, licenses or other governmental authorizations relating to the Project; d) any investigation, litigation, mediation or arbitration that is threatened or commenced that could affect DEA or the Project; or e) deficiencies in equipment or facilities that result in non-compliance with applicable laws, regulations, permits or licenses (collectively "Violations").
- 4.7 **OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:** In providing opinions of probable cost, financial analysis, economic feasibility projections, and schedules for the Project, DEA has no control over many factors, including: a) the cost of labor, materials, equipment or services furnished by others, including quantities or unit pricing; b) a Contractor's methods of determining prices through competitive bidding or over market conditions; c) unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions; d) time or quality of performance by third parties; e) quality, type, management or direction of operating personnel; and f) other economic and operational factors that may materially affect the ultimate costs or schedule of the Project. DEA makes no warranty that Client's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from DEA's opinions, analyses, projections or estimates. If Client wishes greater assurance as to any of these factors, Client will employ an independent cost estimator, contractor or other appropriate advisor.
- 4.8 **LAWS NOW IN EFFECT:** DEA has based the schedule, fees, various estimates of costs for services, materials and equipment on the laws, rules and regulations in effect on the date of the applicable Task Order. Any change of relevant laws, rules or regulations, including laws relating to taxes or fees enacted after the effective date of the applicable Task Order may affect the final cost, schedule, scope or feasibility of the Project. DEA will be entitled to a reasonable adjustment of the Project schedule and additional compensation for costs and fees as necessary to comply with the change of relevant laws, rules or regulations.
- 4.9 **DEA CERTIFICATION:** Under no circumstances will DEA be required to sign any document resulting in DEA certifying, guaranteeing or warranting of DEA's Services, including, but not limited to the existence or non-existence of any condition(s) whose existence DEA did not or could not ascertain, or in which the certification cannot be reasonably modified. Client will not make any payment or dispute resolution contingent on, or tied to, DEA signing any such certificate, regardless of who requests such certification.
- 4.10 **DOCUMENTS AND RECORDS:**
- 4.10.1 **Instruments of Service.** All reports, plans, specifications, field data and notes and other documents, whether in hardcopy or in electronic form, including, but not limited to, software, e-mail or internet transfers, whether prepared by DEA or DEA's subconsultants, are instruments of professional service ("Instruments of Service") and are not products. In a discrepancy between a hardcopy document and electronic media, the hardcopy document will govern.
- 4.10.2 **Ownership.**
- DEA retains ownership of and all right, title to and interest in all Instruments of Service, whether in electronic media form or otherwise, and whether or not the Project is completed. Client agrees that any copies provided to Client by DEA are only for convenience and are not suitable for reuse by Client or others. Upon execution of this Agreement, DEA grants to the Client a nonexclusive license (the "License") to use the final Instruments of Service solely and exclusively for the Project so long as the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The License

permits the Client to authorize the Contractors, material or equipment suppliers, Client's consultants and other contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services related to the Project. If the Client is found to be in violation of this Agreement, the License will automatically terminate. Client will not assign, delegate, sublicense, pledge or otherwise transfer the License to another party without the prior written agreement of DEA. Any unauthorized use of the Instruments of Service will be at Client's sole risk and without liability to DEA.

--OR--

- Subject to the restrictions contained in this Section, ownership of final Instruments of Service will transfer to Client upon completion of the Services and payment in full to DEA for the Services. Notwithstanding the above, DEA will retain ownership of all standard details, drawings, reports, spreadsheets, processes, calculations, modeling and specifications ("Standard Details"). Client may use the final Standard Details to the extent incorporated in the Instruments of Service.

- 4.10.3 **Electronic Instruments of Service.** At DEA's request, Client will remove all title blocks with the name or other company identifiers of DEA, including names of employees and other professionals. Client acknowledges that incomplete Instruments of Service are not reviewed for errors or omissions, and are not appropriate for further use.
- 4.10.4 **Use of Instruments of Service.** Any reuse, change or alteration of any Instruments of Service is not permitted without DEA's written consent. To the fullest extent permitted by law, Client will indemnify DEA and DEA's lower tier subconsultants from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of any changes made to or unauthorized use of any Instruments of Service, final or incomplete.
- 4.10.5 **Accounting Records.** DEA will maintain accounting records, including, but not limited to original receipts, invoices and related verification, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Project, these records will be available to Client during DEA's normal business hours for a period of one (1) year after DEA's final invoice for Services. Client may only audit accounting records applicable to a cost-reimbursable type compensation.

4.11 SPECIAL CONSTRUCTION-RELATED PROVISIONS:

- 4.11.1 **Construction Progress Payments.** Recommendations by DEA to Client for periodic construction progress payments to the Contractor(s) will be based on DEA's knowledge, information and belief based on a number of factors beyond DEA's knowledge or control. Specifically, the recommendations do not represent that DEA has examined: a) whether the Contractor(s) has completed the work in exact accordance with the construction documents; b) how or for what purpose the construction contractor(s) has used the monies paid; c) whether title to any of the work, materials, or equipment has passed to Client free and clear of liens, claims, security interests, or encumbrances; d) whether there are matters at issue between Client and the Contractor(s) that affect the amount that should be paid; or e) whether the final work will be acceptable in all respects.

4.11.2 **Construction Contract Terms.**

Client will include substantially similar terms as those listed in this **Section 4.11.2** in all agreements with Contractors related to the Project:

- A. To the fullest extent permitted by law, Contractor will indemnify Client and DEA from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs for appeals), relating to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting therefrom, related to or caused by the negligent acts or omissions or willful misconduct of Contractor, its agents, or anyone for whose acts Contractor may be liable.
 - B. Contractor(s) will name Client and DEA and DEA's lower tier subconsultants as additional insured on all Contractor's liability policies, except professional liability and workers' compensation policies.
- 4.12 **ENVIRONMENTAL:** Unless specifically included on the applicable Task Order, the Services do not include any services related to Environmental Concerns (as defined in **Attachment C, Environmental**). Except for items disclosed on **Attachment C, Environmental** as revised on any applicable Task Order, Client represents that there is no known or suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Materials, Hazardous Substances or other Environmental Concerns located at or near the Site. The Parties agree to further terms regarding the handling of environmental matters contained in **Attachment C, Environmental**.
- 4.13 **NONDISCRIMINATION:** Neither Party will discriminate against, exclude from participation in, deny the benefits of, harass or allow harassment against, any person with regard to race, color, sex, religion, national origin, pregnancy, age, citizenship status, physical or mental disability, military status, genetic condition, marital status, sexual orientation, or any other legally protected criteria, except when applicable and as permitted by Section 12940 of the California Government Code. All personnel decisions, including, but not limited to, recruitment, hiring, training, promotion, compensation, overtime, benefits, safety, transfers and layoffs, will be administered without discrimination. Both Parties understand that while executing the terms of this Agreement it may be subject to and will comply with:
- A. Executive Order 11246 relating to Equal Employment Opportunity and non-discrimination and affirmative action obligations;
 - B. The Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in programs conducted by federal agencies, in programs receiving federal financial assistance, and in the employment practices of federal contractors;
 - C. Executive Order 13201 which requires federal contractors to post certain notices informing their employees that they have certain rights related to union membership and use of union dues and fees under federal law;
 - D. The Vietnam Era Veterans' Readjustment Assistance Act, as amended; DEA and Client will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

Section 5. CHANGES AND DELAYS

- 5.1 **NOTIFICATIONS:** Client will give prompt written notice to DEA if Client becomes aware of any development that may affect the scope, timing or accuracy of the Services or any issue relating to the contractual obligations of the Parties, including a change in the Client's financing (a "Potential Issue"). The DEA Project Manager and appropriate employee of Client will diligently pursue resolution of any change in Task Order Scope or other action on account of the Potential Issue. If the issue is not resolved within a reasonable period, employees of the Parties who have the

authority to make binding decisions on its behalf will attempt in good faith to resolve the issue within 30 days. If the issue is not resolved by the end of the 30 day period, either Party may pursue mediation pursuant to **Section 6, Disputes and Termination**.

- 5.2 **CHANGES:** Client may request changes, revisions, additions or deletions (collectively, "Changes") to the Scope of Services to a Task Order. Client and DEA will execute a written amendment to such Task Order prior to DEA's performance (if any) of such Changes. Any request by DEA for adjustments in fee, time schedule or scope on account of such Changes will be made in writing and mutually agreed by the Parties. If a new Task Order is required, DEA and Client will execute a new Task Order subject to **Section 2.1, Task Orders**.
- 5.3 **SUSPENSION OF SERVICES:** DEA will, upon 14 working days' written notice from Client, suspend, delay or interrupt all or a part of the Services. DEA will then resume the Services within 14 working days of receiving written notice from Client to do so if notice is received no more than 90 days from the date of suspension. If any suspension exceeds 90 days, DEA and Client must mutually agree to re-start the Services and the terms following this protracted suspension.
- 5.4 **DELAYS:** If DEA is delayed in the progress of the Services by any factors beyond DEA's reasonable control, including, but not limited to, strikes, lockouts, work slowdowns or stoppages, war, riots and other civil disobediences, sabotage, accidents, acts of Nature, labor shortages, epidemics, diseases, public health emergencies, acts of government, failure of any governmental or regulatory authority to act in a timely manner, failure of Client to timely pay invoices, furnish information or approve or disapprove of the Services in a timely manner, a Violation or faulty performance by Client or Contractors at any level (collectively, a "Delay"), DEA will give Client written notice of the Delay and estimate any adjustments in the schedule, fee and/or expenses attributable to such Delay. DEA is not responsible for changes, additional time, costs or expenses attributable to such Delay. Upon cessation of the cause of the Delay, DEA will give written notice to Client of any adjustments to the time schedule, fee and/or expenses, or any other matter contained in the Task Order, as a result of the Delay, and Client and DEA will in good faith mutually agree upon adjustments on account of such Delay.

Section 6. DISPUTES AND TERMINATION

- 6.1 **DISPUTE RESOLUTION:** DEA and Client will work in good faith to settle or compromise all disputes, controversies, or differences that arise out of or relate to this Agreement ("Disputes") by means of amicable discussions. All Disputes will be dealt with as follows:
- 6.1.1 **Resolution by Discussion and Mediation.** Either Party may send a written notice to the other party setting forth a detailed description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first 30 days following receipt of the Notice of Dispute, either Party will seek to have the Dispute resolved by non-binding mediation. Promptly upon selection of a mediator, the Parties will provide the mediator with copies of the Notice of Dispute, all relevant documents and a statement of their respective positions and will request that the mediator meet with the Parties within 30 days of such selection to consider and propose a resolution or a procedure for reaching a resolution.
- 6.1.2 **Resolution in Court.** If the Parties have not resolved the Dispute by mediation or alternative method, either Party may, after 60 days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), seek a resolution of the Dispute in accordance with **Section 8.3, Governing Law**.
- 6.2 **TERMINATION:** This Agreement may be terminated by either Party for any reason upon 14 days' written notice to the other Party. Both Parties waive any claims for damages (except for

nonpayment of services provided or expenses incurred by DEA), loss of profit or delay costs associated with the termination pursuant to this section.

Section 7. RISK ALLOCATION AND INSURANCE

7.1 **INTERPRETATION:** The use of the term DEA, Client or Party in **Section 7.2, Indemnifications and Consequential Damages and 7.3, Allocation of Risk**, also refers to each Party's respective officers, directors, employees, affiliated companies, agents, volunteers and subcontractors. Allocations of risk and indemnities in this Agreement are business understandings between the Parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort, including, without limitation, negligence, strict or statutory liability, or any other cause of action. Client will not seek damages in excess of these limitations indirectly through suits with other parties who may join DEA as a third-party defendant.

7.2 INDEMNIFICATIONS AND CONSEQUENTIAL DAMAGES:

7.2.1 **Mutual Indemnity.** To the fullest extent permitted by law, each Party (the "Indemnifying Party") will indemnify the other party (the "Indemnified Party") from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeals), to the extent arising out of the negligent acts or omissions, breach of contract or willful misconduct of the Indemnifying Party. The Indemnified Party must give reasonable notice to the Indemnifying Party of any claim, and must not act or fail to act in any manner that would compromise the Indemnifying Party's position with respect to resolution or defense of the claim.

7.2.2 **Environmental Indemnity.** To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of claims for liability sought under CERCLA, RCRA or other environmental laws, or relating to the presence, discharge, release or escape of Environmental Concerns on or from the Project. This provision does not obligate Client to indemnify DEA for claims, damages, losses and costs (including reasonable attorneys' fees and costs of appeal), to the extent caused by DEA's own negligence or willful misconduct.

7.2.3 To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses, (including reasonable attorneys' fees and costs of appeal) arising out of claims of any certification or record document in connection with the Project executed or signed by DEA at the request of a governmental entity, lender or other third party, except to the extent claims result from the negligence or intentional misconduct of DEA.

7.2.4 **Defense.** The Parties expressly exclude any obligation to defend in an action to which indemnification obligations may apply.

7.2.5 **Mutual Waiver.** To the fullest extent permitted by law, each Party waives against each other any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of, resulting from, or in any way related to the Project.

7.3 **INSURANCE:** DEA and Client will comply with the insurance requirements set forth on **Attachment D, Insurance.**

Section 8. MISCELLANEOUS PROVISIONS

8.1 **COMPLIANCE WITH LAWS:** DEA will comply with applicable federal, state and local codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

- 8.2 **STATUS AS INDEPENDENT CONTRACTOR:** DEA represents that it will perform services as an independent contractor and not as an employee, agent, joint-venturer, fiduciary or partner of Client. DEA is responsible for the means and methods it uses in performing the Services. DEA and its employees will not qualify for workers' compensation or other fringe benefits of any kind through Client. Neither Party has the right, power or authority to bind the other.
- 8.3 **GOVERNING LAW:** This Agreement will be governed by the laws of the state in which the Site is located, without regard to principles of conflict of law. Any filing of a case, suit, or action related to this Agreement will be brought in such state.
- 8.4 **SUCCESSOR INTERESTS:** The covenants, conditions and terms of this Agreement will apply to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the Parties.
- 8.5 **NO THIRD-PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than Client and DEA and has no third-party beneficiaries, except as provided in **Section 4.10.2, Ownership.**
- 8.6 **ASSIGNMENT:** Client may not transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, rights of action, monies that are due or monies that may be due) without the prior written consent of DEA. DEA may employ any other party or entity it deems necessary or proper for any portion of the Services.
- 8.7 **WAIVER:** A waiver by either Party of any covenant, term or condition of this Agreement must be in writing. Such a waiver will not affect the waiving party's rights with respect to any other or further breach.
- 8.8 **SEVERABILITY AND SURVIVAL:** If any of the provisions contained in this Agreement or a Task Order are held for any reason to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement or such Task Order will be construed as if it did not contain the provision. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement or a Task Order will survive its completion or termination for any reason, subject to applicable states of limitation or repose.
- 8.9 **CONSTRUCTION:** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement and each Task Order, and the decision of whether or not to seek the advice of counsel with respect to this Agreement or a Task Order is the sole responsibility of each Party. Neither this Agreement nor any Task Order will be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement or a Task Order.
- 8.10 **MODIFICATION:** This Agreement may only be modified by written amendment duly executed by both Parties.

Section 9. ATTACHMENTS AND SIGNATURES

This Agreement, including its attachments and schedules, is the entire agreement between Client and DEA and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement, any Task Order and any amendments may be executed by the Parties in counterparts and by electronic means. All executed Task Orders (including amendments to Task Orders) and the following attached documents are incorporated and by this reference made a part of this Agreement:

- Attachment A: Sample Task Order
- Attachment B: Hourly Rate Table
- Attachment C: Environmental (to be used for projects not involving environmental issues)

Attachment D: Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

Client:
CITY OF MCCLEARY

DEA:
DAVID EVANS AND ASSOCIATES, INC.

BY _____

BY _____

NAME _____
Print

NAME Gray Rand
Print

TITLE _____

TITLE Senior Scientist

DATE _____

DATE _____

STANDARD TASK ORDER FORM

TASK ORDER NO. 1
Grant Writing and Funding Strategies

Re: General Services Agreement between The City of McCleary ("Client") and David Evans and Associates, Inc. ("DEA") dated October 1, 2022.

Execution of this Task Order by Client and DEA will serve as authorization for DEA to carry out and complete the services as set forth below in accordance with the referenced Agreement between Client and DEA.

1. Scope of Services:

Task 1a. Administration & Coordination

This task includes coordination between the DEA grant writer and the City of McCleary's Public Works Director. Task includes:

- Weekly check-ins with Public Works Director
- Monthly invoices
- Monthly progress reports

Deliverables:

Monthly invoices and progress reports.

Assumptions:

Weekly check-in meetings will only happen when a grant writing task order is active.

Fee Note:

Fees for project administration will be billed on an hourly basis while project is active. Administrative fees are not expected to exceed 10% of active project billings.

Task 1b. Administration & Coordination

This task includes coordination between the DEA grant writer and the City of McCleary's Public Works Director.

- The DEA team will review City documents such as the Capital Facilities Plan, Parks Plan, Economic Development Plan, Comprehensive Plan, etc. and assist the Public Works Director in creating a list of priority projects.
- A discussion will follow to determine which projects/programs have been funded or are in the funding process, and whether there are additional needs to address.
- Meetings with City Council and/or Mayor may be included, as needed.

Deliverables:

City Deliverable – Priority Project List

Assumptions:

The Public Works Director will solicit Council approval of the priority projects list.

Task. 2 Grant Research and Strategic Planning

Following identification of a priority project list, the DEA grant writer will review our known list of grants and grantors, and search for additional resources according to the need to be addressed. Specific eligibility details for individual funders and projects will likely require additional discussion with City staff. This research will result in a Funding Strategy Memo that will include potential grants, loans, and partnerships that would be appropriate for funding each project. The funding

memo will include a discussion of each funding opportunity, application dates, eligibility requirements, and a proposed strategy for moving forward. DEA will also create an itemized estimate of costs to pursue each funding opportunity.

Deliverables:

Funding Strategy Memo
Estimated Cost Table

Assumptions:

City Council and staff will use the Funding Strategy Memo and Estimated Cost Table to determine which funding opportunities to pursue. Individual task orders will be assigned to DEA for each application. This task order does not include any grant writing tasks.

2. Time Schedule for Performance of Services:

Schedule to be determined between DEA and Client at project kick-off meeting. Schedule for grant writing projects to be determined on a task order by task order basis.

3. Fees for Services:

Rate Schedule

Hourly Rate Table shown on **Attachment A, Hourly Rate Table:**

Client will pay DEA a fee in an amount equal to (i) the time of all personnel engaged directly in connection with the Services based on the Rate Schedule or Hourly Rate Table, each subject to adjustment on March 1 of each year, plus (ii) an amount for expenses actually incurred based on the Rates for Expenses.

In addition to the Rate Schedule, the Fee is subject to a not-to-exceed amount of \$5,000.00. The not-to-exceed amount may be modified by an addendum to the Agreement or Task Order.

Expenses

"Expenses" may include, but are not limited to, costs for transportation; fees for permits; postage and freight; etc.

Mileage \$0.625 per mile

CLIENT:
THE CITY OF MCCLEARY

DEA:
DAVID EVANS AND ASSOCIATES, INC.

Signature _____

Signature _____

Name _____
Print Name

Name _____
Print Name

Title _____

Title _____

Date _____

Date _____

**ATTACHMENT A
HOURLY RATE TABLE**

Principal in Charge.....	\$225 - \$275
Project Manager	\$165 - \$225
Professional Engineer.....	\$170 - \$250
Engineering Designer	\$105 - \$145
Designer	\$125 - \$220
Landscape Architect.....	\$125 - \$142
Land Use Planner / Environmental Planner.....	\$135 - \$175
Grant Writer	\$135 - \$175
Project Administrator	\$110 - \$120
Administrative Assistant	\$100 - \$110
Graphic Specialist.....	\$120 - \$145
Scientist	\$100 - \$175
Survey Manager	\$200 - \$225
Senior Professional Land Surveyor	\$185 - \$210
Professional Land Surveyor.....	\$165 - \$185
Survey Technician.....	\$105 - \$148
Survey Field Crew.....	\$160 - \$275
Mileage.....	IRS Rate
Per Diem: Meals / Lodging	Current GSA Rate
Subconsultants.....	Cost plus 10%
Other Expenses.....	Cost plus 10%



CERTIFICATE OF LIABILITY INSURANCE

12/1/2022

DATE (MM/DD) **Item 6.**
10/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : The Cincinnati Insurance Company	10677
	INSURER C : Continental Casualty Company	20443
	INSURER D : American Guarantee and Liab. Ins. Co.	26247
	INSURER E : American Zurich Insurance Company	40142
	INSURER F :	

INSURED 1330770 DAVID EVANS AND ASSOCIATES, INC.
2100 S RIVER PARKWAY, SUITE 100
PORTLAND OR 97201

COVERAGES MAIN CERTIFICATE NUMBER: 18979485 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GLO9830389	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP9830390	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXS0596384	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9336626	12/1/2021	12/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2021	12/1/2022	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NAME: ON-CALL GRANT WRITING AND FUNDING STRATEGIES FOR THE CITY OF MCCLEARY, WA. **SEE ATTACHED**

CERTIFICATE HOLDER 18979485 CITY OF MCCLEARY ATTN: CHAD BEDLINGTON 100 S 3RD STREET MCCLEARY WA 98557	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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CLIENT, OWNER, AND ANY CLIENT SPECIFIED ENTITIES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA/EXCESS LIABILITY, AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS. THE EXCESS LIABILITY IS CONSIDERED FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY SUBJECT TO THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	Any Location where you have agreed, through a written contract, agreement or permit, to provide
as an additional insured in a written contract or	Additional insured coverage except where such
written agreement.	Contract or agreement is prohibited by law.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO 9830389

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV — Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DAVID EVANS AND ASSOCIATES, INC.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT
WITH THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER WRITTEN CONTRACT OR WRITTEN AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE	30
NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF	
INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT,	
WRITTEN AGREEMENT OR PERMIT EXCEPT WHERE SUCH	
CONTRACT, AGREEMENT OR PERMIT IS PROHIBITED BY LAW.	

All other terms and conditions of this policy remain unchanged.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
WC 00 03 13 (Ed. 04-84)**

POLICY NUMBER: WC9336626

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that required you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 43**

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL**ENDORSEMENT** This endorsement adds the following to Part Six of the policy.**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WC 99 06 43

Page 1 of 1

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Professional Liability and Pollution Incident Liability Insurance
Policy Endorsement
Policy Number: AEH591924704

NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or on-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

1. Thirty (30) days' notice; or
2. The number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

1. Sixty (60) days' notice; or
2. The number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.