



McCleary Regular City Council Meeting

Wednesday, January 24, 2024 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

Agenda

Join Zoom Meeting

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Webinar ID

817 9207 7978

Webinar Passcode 144764

(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 Dec 22, 2023 - Jan 15, 2024 Ck Numbers 52887-52925 including EFT's Totaling \$511,207.93
2. Accounts Payable 13th Month Check Numbers 52926-52955 Totaling \$39,069.56

Updates

- [3.](#) Staff Reports - Public Works Director
- [4.](#) Information Technologies (IT) Project Update

New Business

Old Business

- [5.](#) Expanded Grant Writing Pool- Professional Service Agreements

Ordinances and Resolutions

Public Comment - City Business Only

Executive Session

6. Potential Litigation - RCW 42.30.110(1)(i)

Closed Session

7. Collective Bargaining - RCW 42.30.140(4)(a)

Council Comments

Mayor Comments

Adjourn

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.
The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.



City of McCleary

STAFF REPORT

To:	Mayor Miller and City Councilmembers
From:	Chad Bedlington, Director of Public Works
Date:	January 24, 2024
Department:	Public Works Administration

Updates:

Aquifer Study

Staff is currently pursuing grant opportunities for continued ground and surface water monitoring with the state Department of Ecology grants programs. This would be a second phase to the aquifer study for continued monitoring as recommended in the studies capital projects recommendations. Grant opportunities are currently open and an application for grant funding will be submitted prior to the end of February 2024.

Comprehensive Plan Update

City staff is still waiting on a final draft of the plan from the consultant for Council consideration. Once it is available, a webpage will be added to the City website for community access and an opportunity to comment on the Plan.

County Wide Hazard Mitigation Plan

The County, in conjunction with local agencies, has drafted an updated Hazard Mitigation Plan that is currently out for public comment. Please visit the following link if you are interested in reviewing or commenting. [Hazard Mitigation Planning \(graysharbor.us\)](http://graysharbor.us)

Grant Pursuits

Below is a list of current grants that have either been submitted or are being pursued this year by City staff. It is not to be considered comprehensive as additional opportunities may materialize:

Grant Type	Description	Proposed Purpose	Status
Private	Elison Foundation	Food Bank Expansion	Submitted
State	Department of Natural Resources	Acquisition of Fire Dept. command vehicle and additional equipment needs	Submitted
Private	Quadra Tech	ROW beautification	Pending

Private	T-Mobile	Dog Park creation	Pending
Private	AARP	Improvements to Pickleball courts	Pending
Private	City Foundation, Community progress makers	Food Bank new construction and downtown infrastructure	Pending
Private	Blue Diamond	New food bank to allow for expansion of existing community commercial grade kitchen	Pending
State	Dept of Ecology	On-going aquifer monitoring	Pending
State	Department of Commerce CDBG Grant program	TBD pending income survey to determine qualifications	Pending
State	Recreation & Conservation Office (RCO), Community Outdoor Athletic Facilities	1.Potential partnership with school district to upgrade running track. 2. Upgrades to Beerbower park athletic facilities	Pending
State	Recreation & Conservation Office (RCO), Youth Athletic Facilities	1.Potential partnership with school district to upgrade running track. 2. Upgrades to Beerbower park athletic facilities	Pending
State	WCIA risk grant	Address sidewalk tripping hazard's throughout the City or improve where barriers to access exist.	Pending

West Maple Street Sidewalk Project

City Staff is currently drafting an RFQ to select a design engineering firm for the project. It is anticipated that design will start near the beginning of March 2024.



CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: Chad Bedlington, Director of Public Works
DATE: January 24, 2024
AGENDA ITEM TITLE: Information Technologies (IT) Project Update

SUMMARY

Per the City Council's request, we have engaged our existing outside consultant Aktivov to establish the remaining items to be completed for our new I.T. system. We had also requested that on-going expenses be estimated by our vendor for continued support of the new system. Information regarding their proposed scope of work is contained in the attached email correspondence for your consideration.

FISCAL IMPACT

One-time costs for completing the I.T. project deployment is estimated by the consultant at \$15,000. On-going costs to maintain the system is estimated at \$5,500 per month and will be evaluated further with the consultant on a month-to-month basis. Additional labor costs may apply for on-site services as may be required and described within the attached information. A budget amendment may be required before the end of Fiscal Year 2024.

RECOMMENDATION/ACTION REQUESTED

No action required, information only. If Council is amenable to the proposed plan to complete the project and provide on-going support, a contract amendment with Aktivov will be brought forward to City Council for approval.

From: [Arnab Bhowmick](#)
To: [Chad Bedlington](#)
Subject: IT work scope and budget
Date: Tuesday, January 16, 2024 4:43:31 PM

Hi Chad,

Following is our budget for 2023. Applicable taxes, if any, will be added to all the invoices.

One Time Items, total cost \$15,000, includes the following items that are remaining to be done:

• **Configure Backup Solution**

- Creating Backup and restore policy
- Creating correct backup schedules
- Create retention plans / period
- Policy for data recovery in case of disaster

• **Configure O365 Security and retention policies**

- Enable MFA for all users
- Configure MFA settings through the O365 admin portal.
- Define DLP policies to prevent the unauthorized sharing of sensitive information
- Define encryption and access control policies based on sensitivity labels.
- Create retention labels to classify and apply retention settings to documents and emails.
- Develop retention policies to manage the lifecycle of content across different O365 services.

• **Configure Switch to have separate VLANS for Police and City**

- configure VLANS to separate network traffic logically
- isolating different departments or functions within the organization

• **Configure backup appliance with correct schedules and retention times**

- Implement robust backup and disaster recovery solutions
- in the event of a security breach, restoration of critical data and services.

• **Design and deploy new group policy for endpoints.**

- Identify the specific requirements and objectives for the Group Policy
- Assess security and compliance needs
- Create a new GPO or modify an existing one
- Prioritize and order policies appropriately
- Implement policies based on user roles and group memberships.

• **Configure endpoints to be managed by new EDR and**

security requirements.

- EDR solution to be procured by the Client.
- Conduct a thorough inventory of endpoints to be managed.
- Deploy the EDR agent to all endpoints (remotely)
- Define and configure security policies within the EDR console.
- Set policies for real-time monitoring, threat detection, and response actions-Develop an incident response plan that aligns with the capabilities of the EDR solution

• Configure MFA/MOM systems for Police Department compliance.

- MFA/MDM solution to be procured by customer
- Implement strong authentication methods such as multi factor authentication (MFA) to control who can access network resources.
- Ensure that users are authorized appropriately based on their roles.

• Complete writing of policies and guidelines for IT department**Policies to include:**

- Acceptable Use Policy
- Information Security Policy
- Network Usage Policy
- Email and Communication Policy
- Hardware and Software Acquisition
- Data Backup and Recovery Policy
- Incident Response Plan
- Training and Awareness
- Compliance
- Monitoring and Auditing
- Remote access policy
- Disaster Recovery Plan
- Cyber Crisis Management Plan
- Outline the process for creating, reviewing, and updating IT policies and guidelines.
- Specify the roles and responsibilities of individuals involved
- Clearly articulate each policy statement in a concise and understandable manner
- Clearly define the roles and responsibilities of IT staff, management, and end-users.

Monthly Recurring Items, total cost \$5,500 per month.**• CIS 18 Controls/Framework v8 (18 controls)**

- Inventory and Control of Enterprise Assets
- Data Protection
- Secure Configuration of Enterprise Assets and Software
- Account Management

- Access Control Management
- Continuous Vulnerability Management
- Audit Log Management
- Email and Web Browser Protections
- Malware Defense
- Data Recovery
- Network Infrastructure Management
- Security Awareness and Skills Training
- Service Provider Management
- Application Software Security
- Incident Response Management
- Penetration Testing

- **Network Monitoring and Troubleshooting**

- Uptime
- Capacity
- Utilization

All the above tasks will be done remotely.

In addition to the above, we will engage Tyson at \$60/hr billing rate for anything onsite citywide. For Police systems, we will do as much as possible remotely, but onsite and anywhere security clearance is needed we will also engage Tyson. Our understanding is that he already has the required police system handling clearance and he is local, so that saves you a lot of travel and per diem dollars per call or incident. It will be very hard to budget for Tyson as it will vary according to situation (and it will be billed hourly anyway so you will have full transparency), and also we expect after upfront help there should not be many incidents moving forward.

Thanks and Regards,

Arnie

Aktivov Asset Management

425.245.3569

[Browse our latest article in APWA](#)

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CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: Chad Bedlington, Director of Public Works

DATE: January 24, 2024

AGENDA ITEM TITLE: Expanded Grant Writing Pool- Professional Service Agreements

SUMMARY

In November 2023 the City solicited consultants to provide grant writing services and assistance. In December 2023 City staff concluded its review of proposals for grant writing services. We received two proposals outlining qualifications from both Whitewolf Engineering Services and Atwell, LLC. Both are very qualified to perform on-call grant writing services and it is the desire of staff to enter into agreements with both consultants for services in 2024. Attached are the two Professional Service Agreements (PSA) for your consideration.

FISCAL IMPACT

There is \$20,000 allocated in the approved 2024 budget to pay for on-call grant writing services. Both PSA's are based on time and material rates exclusively and will require task orders for each grant that the City requests assistance with to determine the exact not-to-exceed fee.

RECOMMENDATION/ACTION REQUESTED

Approve the Mayor to enter into agreements with both Whitewolf Engineering Services and Atwell, LLC for grant writing assistance.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, dated as of _____, is entered into by and between the City of McCleary, (“Client”) and Atwell, LLC, (“Consultant”).

Section 1. The Services

1.1. Consultant shall perform the services described in the Scope of Services and Cost proposal for each proposal accepted by the Client.

1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the Consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.

1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

2.1 Consultant shall commence, prosecute and complete such Services on a schedule as directed by Client.

Section 3. Compensation

3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant the compensation described in the Scope of Services and Cost proposal.

3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.

3.3 Client shall pay each of Consultant’s invoices within thirty (30) days.

Agreement for Professional Services

Section 4. Performance by Consultant

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.

4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person who furnishes any services (collectively, the "Support").

4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.

4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.

4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

6.1 The Services shall, at all times, be subject to inspection by and with the approval of Client but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

Agreement for Professional Services

6.2 Consultant shall promptly furnish Client with such information related to Services as may be requested of Consultant.

Section 7. Proprietary and Confidential Information

7.1 Consultant shall not, without the prior written consent of Client, disclose to third parties any information received in connection with the Services unless:

- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- (b) the information is in the public domain at the time of disclosure by Consultant; or
- (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.

Section 8. Indemnities and Hold Harmless

8.1 Subject to the limitations set forth in paragraph 8.2, Consultant shall indemnify and hold harmless Client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:

- (a) any fault, negligence, strict liability of Consultant in connection with the services of this Agreement;
- (b) any lien asserted upon any property of Client in connection with the Services or this Agreement;
- (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereinafter in effect, of any governmental authority; or
- (d) any breach of or default under this Agreement by Consultant.

8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph 8.1 shall not require Consultant to indemnify Client against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Client. Further, in the case of concurrent negligence of Consultant on the one hand and Client on the other hand, Consultant shall be required to indemnify Client only to the extent of the negligence of the Consultant.

Section 9. Workers' Compensation and Insurance

9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect all all times during performance of Services, coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Agreement for Professional Services

Consultant shall furnish to Client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client, its successors and assigns, (collectively, the “Additional Insured”) from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney’s fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client’s request, Consultant shall furnish Client with such additional insurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client with respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

(a) be placed with such insurers and under such forms of policies as may be acceptable to Client;

(b) with the exception of workers’ compensation, employer’s liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;

(c) with the exception of workers’ compensation, employer’s liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company’s limits of liability as set forth in the insurance policy; and

(d) provide that the policies shall not be cancelled, or their limits or coverage reduced or restricted without giving at least thirty (30) days prior written notice to the appropriate contract services personnel of Client.

Section 10. Changes

10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change to Schedule A and location of performance).

10.2 If any changes under paragraph 10.1 causes an increase or decrease in costs of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a

Agreement for Professional Services

decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.

10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change present to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

Section 11. Termination

11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by Client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.

11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.

11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancelation, such termination or cancelation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

Agreement for Professional Services

Client:
City of McCleary
Attn: Chad Bedlington
100 S 3rd Street
McCleary, WA 98557

Consultant:
Atwell, LLC
Attn: Alan N. Harris Esq.
Two Towne Square, STE 700
Southfield, MI 48076

Email: chadb@cityofmccleary.com

Email: amcandrews@atwell-group.com

12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.

12.3 The obligation of Consultant under Section 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancelation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.

12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.

12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the implementation or construction of the provisions of such sections.

12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Client's County and of the District Court of the United States, Western Division, State of Washington.

12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance Agreement for Professional Services

with laws of the State of Washington.

CITY OF MCCLEARY:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

ATWELL, LLC:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

EXHIBIT A

Scope of Services

This defines the scope of services between the City of McCleary (City) and Atwell, LLC (Consultant) for on-call municipal grant application services.

- A. The services by the Consultant will consist of the following:
1. Ongoing identification of grant needs for the City through interviews with city staff and research of City needs. The city's budget, reserve funds, and impact fee schedules will be reviewed to identify funding gaps. Shovel-ready and anticipated future projects will be tracked along with conceptual needs. The Consultant will track the City's grant needs through a spreadsheet.
 - a. Grant writing areas of focus:
 1. Planning – including Housing, special planning projects, Code Development, Climate, Critical Areas and Environment
 2. Public Works – including Transportation, Stormwater, Sewer, Bike Lanes and non-vehicular infrastructure, EV charging infrastructure, and Facilities.
 3. Parks, Recreation, Open Space and Trails
 2. Project management of grant applications prepared by the Consultant. The Consultant will track and prioritize grant application status. Updates, including new grants, draft deliverables, and upcoming due dates will be provided to the City through monthly check-ins and a biweekly memo. Updates can be provided on an alternate schedule or through a different method as mutually agreed upon by the City and the Consultant.
 3. The preparation of individual grant application written deliverables as requested by the City.
 - a. The Consultant will host a kick-off meeting with City staff to review the application components which will need City staff review or additional resources (including but not limited to data, maps, estimates, or plans). Application contacts, roles, and tasks will be identified along with a schedule for Consultant draft deliverables, City review, edits, and final submission.
 - b. Consultant staff will draft responses to any written prompts and create any other required deliverables identified in the kick-off meeting such as budgets, task lists, or statements of applicability.
 - c. City staff will be presented with draft responses of grant prompt responses through phone, video call, or email correspondence. City staff should expect to spend up to five hours per grant application to provide feedback and connect the Consultant with any other relevant parties whose review could result in a more competitive application.
 - d. Consultant staff will make changes to the grant application as desired by city staff.

- e. The Consultant will prepare any grant reporting materials, including quarterly and closeout reports, required for a grant which the Consultant prepared the application for.
- B. The City will be responsible for the following:
1. Participation in the review process of grant applications as requested by the Consultant staff and outlined in the Scope of Work.
 2. Providing the Consultant with city materials, contacts, data, or other resources relevant to a grant application.
 3. Creating any accounts required for application submission, submitting final application materials, and serving as the primary point of contact for the awarding body. The City will be responsible for the submittal of any applications, updates, or any other materials to a portal that the consultant cannot access.
 4. The City will be responsible for the submission of all grant reporting materials.
- C. The Consultant shall report to and work under the general supervision of the Public Works Director, or other City Staff as designated by the Public Works Director.
- D. The Consultant shall provide the City access to all books, documents, papers, and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.
- E. Fees:
1. The services by the Consultant will be billed hourly on a time and expense basis.
 2. The Consultant shall provide a specific scope and estimated fee to be memorialized in individual task orders for each individual grant application.
- F. Payment:
1. The City agrees to pay the Consultant for services performed in accordance with the hourly billing rates based on staff position and the plot rate schedule as set forth on Exhibit B to this Scope of Work.
 2. The City agrees to pay the Consultant mile for travel to and from locations necessary to provide the professional services set forth in this Agreement.
 3. All other direct costs and subconsultants necessary to provide the professional services set forth in this Agreement may be charged at actual cost plus ten (10) percent. A copy of the original invoice shall be provided to the City at the time of billing. Other direct costs may include, but are not limited to:
 - a. Out-sourced reproductions (printing, copying, mounting, etc.)
 - b. Other out-sourced services pertinent to providing professional services

2024 PROFESSIONAL SERVICES FEE SCHEDULE REAL ESTATE & LAND DEVELOPMENT	
PROJECT MANAGEMENT SERVICES	
Senior Project Manager	\$255/hour
Project Manager I-III	\$212 to \$240/hour
Associate Project Manager I-II	\$178 to \$195/hour
Project Coordinator I-III	\$105 to \$137/hour
ENGINEERING & PLANNING SERVICES	
Senior Technical Advisor	\$325/hour
Senior Project Engineer	\$223/hour
Engineer/Designer I-V	\$141 to \$212/hour
Planner/Designer I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour
SURVEYING & MAPPING SERVICES	
Senior Project Surveyor	\$223/hour
Project Surveyor I-V	\$141 to \$212/hour
Senior Crew Chief	\$164/hour
Crew Chief I-III	\$109 to \$146/hour
Crew Member I-II	\$80 to \$95/hour
Certified sUAS Pilot	\$190/hour
Technician I-V	\$65 to \$126/hour
GIS Services	\$113 to \$170/hour
ENVIRONMENTAL & ECOLOGICAL SERVICES	
Senior Environmental/Ecological Consultant	\$223/hour
Environmental Consultant I-V	\$141 to \$212/hour
Technician I-V	\$65 to \$126/hour
PROGRAM MANAGEMENT & CONSTRUCTION ADVISORY SERVICES	
Program Manager I-II	\$270 to \$282/hour
Senior Construction Manager	\$225/hour
Construction Manager I-II	\$195 to \$212/hour
Construction Engineer I-II	\$138 to \$175/hour
Construction Coordinator	\$128/hour
Estimating Services	\$178 to \$212/hour
Safety Coordinator	\$142/hour
MISCELLANEOUS	
Project Controller Services	\$102 to \$124/hour
Project Executive	\$325/hour
Expert Witness	\$250/hour
Expert Testimony	\$325/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

ATWELL, LLC

Professional Services | Real Estate & Land Development
2024 Fee Schedule
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2024 PROFESSIONAL SERVICES NON-LABOR CHARGES REAL ESTATE & LAND DEVELOPMENT	
OFFICE	
24" X 36" bond black and white plots/copies	\$2.50/each
24" X 36" bond black and white mylars	\$15/each
24" X 36" color imagery plots/copies	\$26/each
24" X 36" standard color plots/copies	\$15/each
8.5" X 11" black and white plots/copies	\$0.25/each
8.5" X 11" color plots/copies	\$1.50/each
11" X 17" black and white plots/copies	\$0.75/each
11" X 17" color plots/copies	\$3.00/each
County GIS Data	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%
FIELD EQUIPMENT	
Laser Scanner	\$650/day
Photoionization Detector (PID)	\$115/day
4-Gas Monitor w/ Remote Sensor	\$85/day
UTV + Trailer	\$100/day
Boat	\$300 to \$600/day
Unmanned Aircraft System (UAS) Drone (Camera)	\$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR)	\$1,750/day
FIELD MATERIALS	
Wood Stakes	\$1.25/stake
Iron Pipes	\$3.50/pipe
Monuments	cost + 10%
MISCELLANEOUS	
Mileage	IRS Rate
Auto Rental	cost + 10%
Fuel	cost + 10%
Air Fare	cost + 10%
Lodging*	cost + 10%
Meals*	cost + 10%
Project Sub-consultants	cost + 15%
Misc./Out of Pocket Expenses**	cost + 10%
Rental Equipment	cost + 15%
Parcel Data	\$0.75/parcel
Technology Fee/Specialized Software by Industry	\$50 to \$200/day

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.

**All permit, application, and submittal fees shall be paid directly by the client.

ATWELL, LLC

Professional Services | Real Estate & Land Development
2024 Fee Schedule
Page 2 of 2

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, dated as of _____, is entered into by and between the City of McCleary, (“Client”) and Whitewolf Engineering Services, (“Consultant”).

Section 1. The Services

1.1. Consultant shall perform the services described in the Scope of Services and Cost proposal for each proposal accepted by the Client.

1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the Consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.

1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

2.1 Consultant shall commence, prosecute and complete such Services on a schedule as directed by Client.

Section 3. Compensation

3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant the compensation described in the Scope of Services and Cost proposal.

3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.

3.3 Client shall pay each of Consultant’s invoices within thirty (30) days.

Agreement for Professional Services

Section 4. Performance by Consultant

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.

4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person who furnishes any services (collectively, the "Support").

4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.

4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.

4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

6.1 The Services shall, at all times, be subject to inspection by and with the approval of Client but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

Agreement for Professional Services

6.2 Consultant shall promptly furnish Client with such information related to Services as may be requested of Consultant.

Section 7. Proprietary and Confidential Information

7.1 Consultant shall not, without the prior written consent of Client, disclose to third parties any information received in connection with the Services unless:

- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- (b) the information is in the public domain at the time of disclosure by Consultant; or
- (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.

Section 8. Indemnities and Hold Harmless

8.1 Subject to the limitations set forth in paragraph 8.2, Consultant shall indemnify and hold harmless Client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:

- (a) any fault, negligence, strict liability of Consultant in connection with the services of this Agreement;
- (b) any lien asserted upon any property of Client in connection with the Services or this Agreement;
- (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereinafter in effect, of any governmental authority; or
- (d) any breach of or default under this Agreement by Consultant.

8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph 8.1 shall not require Consultant to indemnify Client against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Client. Further, in the case of concurrent negligence of Consultant on the one hand and Client on the other hand, Consultant shall be required to indemnify Client only to the extent of the negligence of the Consultant.

Section 9. Workers' Compensation and Insurance

9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect all all times during performance of Services, coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Agreement for Professional Services

Consultant shall furnish to Client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client, its successors and assigns, (collectively, the “Additional Insured”) from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney’s fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client’s request, Consultant shall furnish Client with such additional insurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client with respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

(a) be placed with such insurers and under such forms of policies as may be acceptable to Client;

(b) with the exception of workers’ compensation, employer’s liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;

(c) with the exception of workers’ compensation, employer’s liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company’s limits of liability as set forth in the insurance policy; and

(d) provide that the policies shall not be cancelled, or their limits or coverage reduced or restricted without giving at least thirty (30) days prior written notice to the appropriate contract services personnel of Client.

Section 10. Changes

10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change to Schedule A and location of performance).

10.2 If any changes under paragraph 10.1 causes an increase or decrease in costs of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a

Agreement for Professional Services

decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.

10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change present to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

Section 11. Termination

11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by Client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.

11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.

11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancelation, such termination or cancelation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

Agreement for Professional Services

Client:

City of McCleary
Attn: Chad Bedlington
100 S 3rd Street
McCleary, WA 98557

Email: chadb@cityofmccleary.com

Consultant:

Whitewolf Engineering Services
Attn: Ravyn Whitewolf
3224 Bay Road
Ferndale, WA 98248

Email: whitewolfengineeringservices@gmail.com

12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.

12.3 The obligation of Consultant under Section 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancelation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.

12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.

12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the implementation or construction of the provisions of such sections.

12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Client's County and of the District Court of the United States, Western Division, State of Washington.

12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance Agreement for Professional Services

with laws of the State of Washington.

CITY OF MCCLEARY:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

WHITEWOLF ENGINEERING SERVICES:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____



Whitewolf Engineering Services

whitewolfengineeringservices@gmail.com

3224 Bay Road, Ferndale, WA 98248

360.592-3445

SCOPE OF WORK

PROJECT

On-call Grant Writing Services

CLIENT

City of McCleary (City)

PROJECT INFORMATION

Whitewolf Engineering Services (WES) will provide on-call grant writing support services as requested by the City of McCleary. Ravyn Whitewolf will be doing the work for the City.

SERVICES PROVIDED

Once notified by the city about a need or potential grant, our approach is to track grants as they are available and match the scope of the grant to the needs of the jurisdiction. We then create a calendar with the due dates and work with the agency to provide the necessary submittals requested by the grant. WES can research available grants and work with the city to determine if required information is available or can be created in the time allotted. Areas of expertise include disaster prevention and relief, public works infrastructure, transportation, public facilities, and economic development.

TERMS AND CONDITIONS

WES shall invoice monthly, at the rate of \$150 per hour. This includes all overhead costs but does not include permit fees, travel, or other outside costs. Task orders will be executed on a grant-by-grant basis, within 14 days of grant announcement.

DELIVERABLES

- Completed Grant Package
- Submittal Schedule (if requested)
- Participation in Work Session with City Staff

EXCLUSIONS

- Project Design
- Field Visits
- Rate Analysis

CLIENT RESPONSIBILITIES

City shall provide information city's priorities for funding, what previous efforts have been undertaken, and provide the reference information as needed for developing the grant within the time allotted. The City shall do all project design, cost estimating and rate analysis, as needed for the requested grant.