



McCleary City Council Agenda

04/08/2020- 6:30PM

Flag Salute

Roll Call: ___ Pos. 1-Amsbury, ___ Pos. 2-Huff, ___ Pos. 3- Heller, ___ Pos. 4- Blankenship, ___ Pos. 5- Iversen

Presentation			
Executive Session			
Public Hearing			
Mayor Comments			
Public Comment			
Minutes	Tab	A	Minutes
Approval of Vouchers	Tab	B	Accounts Payable March 1-16 and March 17-31 Payroll March
Staff Reports	Tab	C	Light & Power Public Works Water and Wastewater
Old Business			
New Business	Tab	D	COVID-19 Update
	Tab	E	Squaxin Tribe MOU
	Tab	F	Emergency Operations Mayor Roll, Responsibility, Reimbursement
Ordinances	Tab	G	Suspension of Late Fees on Utility Accounts
Resolutions			
Contracts			
Mayor/Council Comments			
Public Comments			
Adjourn/Recess Meeting			

[WebEx Link](#)

Join By Phone: +1-408-418-9388

Meeting number (access code): 621 684 605

Meeting password: 6zjYxvwwZ54

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
Regular City Council Meeting
Wednesday, March 11, 2020

ROLL CALL AND FLAG SALUTE	Councilmembers Jenna Amsbury, Jaron Heller, Ben Blankenship and Joy Iversen were in attendance. Mayor Brenda Orffer was also present.
ABSENT	Councilmember Brycen Huff was unable to attend and requested to be excused. It was moved by Councilmember Heller, seconded by Councilmember Blankenship to excuse Councilmember Huff from the meeting. Motion Carried 4-0.
PUBLIC HEARING	None.
STAFF PRESENT	Present at the meeting were Clerk-Treasurer Wendy Collins, Police Chief Steve Blumer and City Attorney Chris Coker.
EXECUTIVE SESSION	None.
MAYOR COMMENTS	<p>Mayor Orffer stated she is concerned for the Beehive Retirement Center during the COVID-19 outbreak and has heard they are taking precautions.</p> <p>She notified the Council they are welcome to nominate board candidates for the AWC Board.</p>
PUBLIC COMMENT	None.
CITY ATTORNEY REPORT	<p>Chris Coker provided the Council with information on the open meetings act during the coronavirus event.</p> <p>Chris is reviewing the Comcast Franchise Agreement and everything is looking okay with it.</p>
POLICE CHIEF REPORT	Chief Blumer has been working on computer issues. Councilmember Amsbury asked if the city has a nuisance ordinance for animals on the loose and Chris Coker responded that we do have one.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun was not in attendance.
MINUTES APPROVED	It was moved by Councilmember Iversen, seconded by Councilmember Amsbury to adopt the minutes from the February 26, 2020 meeting. Motion Carried 4-0.
VOUCHERS	<p>Accounts Payable checks approved were 47456 - 47491, including EFT's, in the amount of \$45,182.48.</p> <p>Payroll checks approved were 47492 - 47505, including EFT's, in the amount of \$201,848.35.</p> <p>Bank reconciliation for February 2020.</p> <p>It was moved by Councilmember Heller, seconded by Councilmember Amsbury to approve the vouchers. Motion Carried 4-0.</p>
PUBLIC COMMENT	None.
SIDEWALK PROGRAM INFORMATION	Mayor Orffer discussed the information Todd Baun provided in the packet regarding the sidewalk program for the Council to review and consider at a future meeting.
TENELCO RATE ADJUSTMENT	It was moved by Councilmember Amsbury, seconded by Councilmember Iversen to authorize the Mayor to sign the price adjustment Service Contract for the transportation and land application of biosolids with Tenelco, Inc., for the new rate of \$69.16 per wet ton, effective March 20, 2020. Motion Carried 4-0.

PUBLIC COMMENT

Councilmember Heller shared information he received from the Health Care Authority to help people sign up for Medicaid or to purchase a plan through the market place during the Coronavirus outbreak. The Department of Health will be posting updates on their website. Councilmember Iversen asked for staff to get this information out to the Chamber and Wendy Collins said she would contact them.

Mayor Orffer said the Council will discuss the mission, vision and core values statements at the next meeting.

When Todd returns, Mayor Orffer will set up a meeting with the Department of Transportation to discuss the potential of the DOT taking over 3rd Street. Carmen Smith asked the City to check out the overweight sign at the "T" when entering McCleary because it doesn't say where HWY 108 is and it causes confusion.

Mayor Orffer humorously stated there was a nice truck parade last week at 4:30 am up 3rd Street. She said it was so loud it sounded like Armageddon and she said next time they should throw candy when they have a parade. The trucks were part of a group that was headed to the capital in Olympia.

Bob Dahl asked if the city owns it's own street sweeper and Mayor Orffer responded we do not have one and we contract with DOT to perform sweeping prior to Bear Festival.

MEETING ADJOURNED

It was moved by Councilmember Blankenship, seconded by Councilmember Iversen to adjourn the meeting at 6:52 pm. The next meeting will be Wednesday, March 25, 2020 at 6:30 pm. Motion Carried 4-0.

Approved by Mayor Brenda Orffer and Clerk-Treasurer Wendy Collins.



City of McCleary

STAFF REPORT

To:	Mayor Orffer and Council Members
From:	Paul Nott
Date:	April 2 2020
Department:	Light and Power

Mayor and Council,

At the current time of this report I am pleased to say that all personnel are healthy and practicing safe social distancing.

Currently, operations of the L&P department have been limited to no more than 2 people on site at one time. More often than not it is only one person to handle calls, customer requests, locates and tasks of that nature. The philosophy of this decision is simply to keep personnel contact to minimum. Unfortunately, when relying on only one crew to maintain the power system of our city; if we were all to get infected as a crew that would leave no one to fix anything. This falls in line with other electrical utilities that have more crews, alternating crew shifts and the smaller utilities doing the same as us.

Our daily routine consists of all personnel to report in service at 0800 and then sign out at 1630 via email. Whoever is on site handles day to day operations, and is required to disinfect the facility at the beginning and end of the shift.

All personnel have been reporting in service and available for emergent responses to power disruptions, priority tasks and are responding on an "as needed" basis. In other words, if a job comes up that only requires 3 guys then only 3 guys report to work for that particular project and it is completed with social distancing being a top priority.

While personnel are at home they have been assigned and are completing web based trainings, handling emails and doing what they can from their computers at home.

We have also created a clean and organize schedule to allow the guys to come in (one person per day) to clean and organize a specific area in the L&P facility while also handling day to day tasks.

It takes a village, I'm proud and confident that we will all get through this tough time together....

Paul

City of McCleary

STAFF REPORT



To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	April 2 2020
Department:	Public Works

Mayor and Council,

I am happy to report that all personnel within the Public Works department are healthy and practicing safe social distancing at this time.

As it stands, our weekly routine consists of all personnel to report daily availability at 0700 a.m. and then sign out at 1530 p.m. via email. I am currently the only team member reporting to work daily and taking care of essential operations. If an emergency were to happen, the crew is aware that they are to be available and report to the department if called. While personnel are at home they have been asked to get caught up on any and all training that Todd has made available to the department.

All personnel are aware that priority tasks are currently on an "as needed" basis. Meaning, any job that may come up will be evaluated for personnel required and only the amount required will report to work to complete each task.

We have also created a schedule to clean and organize the department. Each day prior to going home we spend 45 minutes disinfecting the city vehicles and any equipment that has been used, along with wiping down all computers and cleaning our office.

It is my hope that by taking these precautions we will be able to keep our crew safe and healthy. If you have any questions, comments or concerns please let me know.

Thank you,
Steve

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STAFF REPORT

Date: April 3, 2020

To: Todd Baun, Director of Public Works

From: Kevin Trehwella, Water & Wastewater Manager

Subject: WWTP and Water Treatment Plant

Both the Wastewater and the Water Treatment plants are operating efficiently. With more people home we are of course seeing more demands on our systems.

Please do not be concerned about this, we are nowhere near capacity on either our Wastewater Treatment Plant nor are we anywhere near capacity on our Water Supply!

I do not foresee any problems with either of these facilities



**MUTUAL AID AGREEMENT BETWEEN
SQUAXIN ISLAND TRIBE AND CITY OF MCCLEARY, WASHINGTON**

March 20, 2020

PARTIES.

This Mutual Aid Agreement (hereinafter “Agreement”) is entered into between SQUAXIN ISLAND TRIBE, hereinafter “SQUAXIN TRIBE”, whose address is 11 SE Squaxin Lane, Shelton, WA, 98584, and The City of McCleary, hereinafter “MCCLEARY” whose address is 100 South 3rd Street, McCleary, WA, 98557.

PURPOSE.

The purpose of this agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting party’s territorial government. The SQUAXIN TRIBE’S geographical boundaries covered by this agreement are described as follows: those properties under legal control of the SQUAXIN TRIBE to include all tribal assets.

MCCLEARY’S geographical boundaries covered by this agreement are described as follows: located at the very eastern edge of Grays Harbor County, Washington; a municipal corporation organized and existing under the laws of the State of Washington.

GENERAL PROVISIONS

This Agreement is effective upon the day and date of the last signature affixed hereto. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein. Upon the dissolving of the Agreement all property belonging to either party will be returned within fourteen (14) days from the termination date of this Agreement, in the same operational condition as received.

EXECUTION OF AGREEMENT.

This Agreement shall be authorized and approved by the governing body of each party to the agreement. Each party shall be responsible for the timely submission, filing, or recording of the agreement—and any subsequent amendments or termination thereof—with the appropriate governmental or regulatory offices, in the proper form and format as required by law. Therefore, this Agreement document shall be executed _____ (number) times such that SQUAXIN

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TRIBE will have _____ (number) executed copies with original seals and signatures and MCCLEARY will have _____ (number) executed copies with original seals and signatures and MCCLEARY will have _____ (number) executed copies with original seals and signatures.

DEFINITIONS.

“Assistance” includes a party’s local emergency response agency personnel, equipment, facilities, services, supplies, aid and other resources which are requested by Recipient from Provider.

“Authorized Representative” means the parties’ employee(s) who are authorized to request, to offer, or to otherwise provide assistance under the terms of this Agreement. A list of authorized representatives identified by name and position or office shall be attached to the executed copy of this Agreement. Unless otherwise notified, in the event of personnel changes the parties agree that a successor to the position or office is a duly authorized representative.

“Disaster” means any emergency which has been officially declared a ‘disaster’ by the Elected Officials, Chief Executive, or in compliance with either party’s executed government emergency/disaster response plan.

“State Of Emergency” means any incident or situation that has occurred, is occurring or will occur in the immediate future that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or human-made emergency situation, and which local entity has declared as being beyond the capabilities of its own emergency response agencies.

“Employee” means a person providing emergency response services who is under the exclusive direction or control of the party or local emergency response agency, and implementing the Incident Command System (ICS), whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

“Incident Command System (ICS)” means a standardized on-scene emergency management chain of command process during an incident which applies to all response personnel from multiple disciplines, response agencies and/or organizations. ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple organizations and functional agencies, both public and private, under a common command and control structure and mobilize such resources to best respond to the emergency incident.

“Local emergency response agency” means a governmental agency or privately organized entity that provides emergency response services, including, but are not limited to Fire, Law Enforcement, Emergency Medical, Transportation, Communications, Incident Command, Public Works, Engineering, Building Inspectors, Planning, Staging and Information Assistance, Mass Care, Community Emergency Response Teams (CERT), Public Health, Medical Service

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Providers, Search and Rescue, Evacuee Shelters, and other executed Mutual Aid Agreements as examples.

“Local entity” means a Tribal Nation, municipality, county or fire district.

“Provider” means the party that furnishes, or is requested to furnish, assistance under the terms of this Agreement.

“Recipient” means the party that requests or receives assistance under the terms of this Agreement.

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PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID

1. Requests for Assistance

When either party becomes affected by, or is under imminent threat of, an emergency or disaster and has officially declared an emergency or State Of Emergency, it may request emergency-related mutual aid assistance through an authorized representative by submitting a written request followed by or preceded by an oral request, to the other party. Recipient shall not request assistance unless resources available within the stricken area are deemed inadequate. Request for assistance must be transmitted by the authorized representative of the Recipient using formal documentation outlines in ICS.

2. Required Information.

Each request for assistance shall include the necessary information as outlined in Incident Command System pertaining to resource request and the following information if not provided in advance of the request:

- A. Local Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.
- B. Stricken Area and Status (Status Report): A general description summarizing the conditions of the community, as an example the Washington State Emergency Management Situation Report.
- C. Incident Command System: ICS-201, or an Incident Action Plan.
- D. Request for Assistance: Is completed on the appropriate ICS forms, but as a minimum on an ICS-213 (Message Form) it must have amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Recipient, including:
 - i. Services and infrastructure: Identification of available public services and infrastructure systems in Recipient's geographical limits if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Recipient is requesting assistance reestablishing.
 - ii. Facilities: Identification of the type(s) of sites, structures or buildings outside of Recipient's geographical limits being requested to serve as relief centers, shelters, or staging areas for incoming emergency personnel, goods, and services.
 - iii. Length of Deployments: Unless a shorter or longer duration is identified in the initial request for assistance, the normal initial duration of Provider's assistance shall be seven (7) days and may be extended, if necessary, in increments up to seven (7) days.
 - iv. Food, Housing, Self Sufficiency and Travel: Unless Recipient's request for assistance specifies self-sufficient personnel and resources only, Recipient shall be responsible for providing food and housing for Provider's personnel from the time of their arrival at the designated location to the time of their

departure. However, Provider's personnel will be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. Recipient shall be responsible for transportation costs for Provider's personnel traveling to and from the stricken area, subject to the reimbursement provisions of this Agreement.

- E. Communications: Identification of the command structure and contact person(s) therein who will coordinate communications between Provider's personnel and Recipient. Provider shall furnish communications equipment sufficient to maintain internal communications between its own personnel during deployment.
- F. Rights and Privileges: Assurances that Provider's personnel rendering assistance under the terms of this Agreement shall have regular employment or position with Provider.

3. Providing Assistance

No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so. The parties agree that when an authorized representative or Recipient contact an authorized representative of Provider, Provider will assess its local emergency response agencies' resources to determine the availability of requested personnel, equipment and other assistance, including the feasibility of deploying the same without advance compensation. Provider agrees to communicate information about the availability of resources to Recipient within approximately two hours, and no later than four hours, from the initial contract.

4. State and Federal Assistance

Unless otherwise agreed to by Provider, Recipient shall be responsible for coordinating all requests for assistance to local, state, or federal authorities.

5. Area Command

The parties agree that Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement. Recipient's ICS shall be consistent with the concepts and principles of the National Incident Management System (NIMS) developed by the United States Department of Homeland Security. The parties agree that Recipient's ICS must allow for Area Command Implements Incident Commander to ensure Tribal Sovereignty remains intact at all times, and provides the most efficient and effective means for communications between and coordination of personnel and resources; 1) deployed by various agencies and organizations at the federal, state, and local levels; 2) deployed to an emergency occurring in two or more locations and different responsibilities; or 3) deployed to an emergency occurring near the geographic boundary between two or more organizations. Utilization of AC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to a government's emergency response agency deployed by Provider under the terms of this Agreement.

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6. Supervision and Control

The parties agree that Provider's personnel, equipment and resources will be under the operational control of recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned to Provider's personnel under the requirements of the Incident Command System (ICS). While deployed under the terms of this Agreement, the responsibilities of Provider's supervisory personnel shall include: maintaining daily time records, material records, and logs of equipment hours, overseeing the use, operation and maintenance of Provider's equipment and other resources in accordance with ICS documentation and reporting requirements.

7. Recall of Personnel

The parties agree that Provider's personnel and other resources shall remain subject to recall at any time. Provider shall give Recipient at least 24 hours advance notification of its intent to withdraw personnel or resources. If such notice is not practicable, Provider shall give Recipient the most immediate and earliest possible notice of the recall.

8. After Action Report (Summary Report)

Within 15 days of the return of all personnel and resources deployed under this Agreement, Recipient will prepare a report summarizing the event and provide a copy to the Provider. In accordance with NIMS and ICS it should be in the form of an After Action Report (AAR). The report shall include a chronology of events and a description of personnel, equipment, materials and other aid provided to Recipient by Provider. The same AAR required by state and federal authorities will meet this requirement.

9. Training

When at all possible, joint training of personnel is necessary to ensure all parties have the same basic level of knowledge. Additionally, the signatories to this Agreement will meet the training requirements established in NIMS for personnel filling specific response levels, unless agreed upon by both parties of something different. Each party can take advantage of the other's offering of required training courses, giving all employees the ability to work with those they may be performing with during an activation or exercise.

10. Exercise

Joint exercises should be conducted annually in which all parties will be responsible for participating in the planning, execution and evaluation requirements. At least every two years a functional and/or full-scale exercise will be conducted.

REIMBURSEMENT

Unless otherwise agreed upon by Recipient and Provider, the terms and conditions governing reimbursement for assistance provided under this Agreement shall be in accordance with the following provisions:

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1. Personnel

During the period of assistance, Provider shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations, to include when performing in the positions of ICS. Recipient shall reimburse Provider for all direct and indirect payroll costs and actual expenses (including travel expenses, benefits, and workers' compensation premiums, claims and expenses) attributed to, and incurred as a result of, providing assistance to Recipient. Actual expenses including amounts paid to backfill personnel but only to the extent those expenses exceed the regular, or base, pay of such deployed personnel (e.g. if the wages paid to the backfill employee for 50 hours consist of 40 hours at the employee's regular pay rate per hour and 10 hours' overtime at the required rate may be considered an actual expense of Provider's assistance to Recipient). Additional agreement may be required for exempt staff.

2. Equipment

Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to the lesser of, 1) the rates established in regulations of the Federal Government Emergency Management Agency at 44CRF 206.228: or 2) the actual replacement, operation, and maintenance expenses incurred by Provider. Each party shall maintain its own equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. If the equipment charges are based on the pre-established federal hourly rates, then Provider's charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Recipient and by the amount of any insurance proceeds received by the Provider.

3. Materials and Supplies

Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rates established above. No reimbursement may be sought for materials or supplies damaged by the gross negligence or willful and wanton misconduct of Provider's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other federal regulations in effect at the time of the disaster. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged. If such an agreement is reached, it shall be reduced to writing and duly approved by the governing body of each party.

4. Documentation/Record Keeping

Provider shall maintain records and submit invoices for reimbursement to Recipient in accordance with existing policies and practices. Recipient is responsible for making sure that Provider's personnel have the information, directions, and assistance necessary to meet any specific record keeping needs, including such records keeping required to see

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reimbursement assistance. Additionally, personnel evaluations (ICS-225) will accompany all released and returning employees.

5. Payment

Provider shall bill Recipient for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than 45, not to exceed 60 days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal regulations. Recipient shall pay the bill, or advise of any disputed items, not later than 60 days following receipt of the statement.

6. Federal or State Aid

Recipient's duty to reimburse Provider for its assistance is in no way contingent upon the availability of federal or state aid nor Recipient's receipt of the same.

7. Waiver of Reimbursement

Provider, or any agency or subdivision thereof, reserves the right to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided. Provider shall inform Recipient of the waiver as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance. Provider shall send Recipient written documentation that Provider's governing body ratified and/or expressed approval of the decision not to seek reimbursement.

INSURANCE

Each party shall be responsible for its own action or omissions and those of its employees. Unless otherwise agreed upon by Recipient and Provider, it is agreed that each party shall be individually responsible for providing insurance coverage in accordance with the following provisions and subject to the terms of the Reimbursement section herein:

1. Unemployment and Workers' Compensation Coverage

During the period of assistance, each party shall maintain its own unemployment insurance and workers' compensation insurance coverage, as required by law, for its employees and shall require the same from its local emergency response agencies.

2. Automobile Liability Coverage

During the period of assistance, each party shall be responsible for complying with state motor vehicle laws including the registration, licensing, and liability coverage for its own vehicles.

3. General Liability, Public Officials Liability, and Law Enforcement Liability

To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions or omissions, and

those of its employees, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public officials liability and law enforcement liability insurance, as applicable.

4. General Insurance Policy Requirements

All insurance policies required under this Agreement shall be in effect during the period of assistance. All policies shall be primary and not contributory. During the period of assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without 30 days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.

SOVEREIGN IMMUNITY

By entering into this agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all immunity and defenses available to it as a sovereign or governmental entity pursuant to federal law. Designations of venue, choice of law enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.

INDEMNIFICATION

Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverages pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between and among the parties of this Agreement, and shall inure solely to the benefits of such parties. The provisions of this Agreement are only intended to assist the parties in determining and performing their obligations under this Agreement. The parties expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any remedy arising out of a party's performance or failure to perform any term or conditions herein, or to bring an action or suit for the breach of any terms of conditions herein.

TITLES NOT CONTROLLING

Title of paragraphs are for reference only and shall not be used to construe the language of this Agreement.

APPLICABLE LAW

In the event that the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, and enforcement of the terms of the Agreement, and each party's duties and responsibilities thereunder, shall be governed by the laws of the United States of America and of the State of Washington under emergency and disaster conditions governed by a State of Emergency and/or Disaster Declaration.

ENTIRETY OF AGREEMENT

This Agreement consists of a total of ten (10) pages, plus Attachment A, SQUAXIN TRIBE'S Designation of Authorized Representatives, consisting of _____ (_____) pages, and Attachment B, CITY OF MCCLEARY'S Designation of Authorized Representatives, consisting of _____ (_____) pages, together representing the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

SEVERABILITY

Should changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement be requested, they shall be incorporated by written instruction, executed, and signed by all parties to this Agreement with the same approval, certifications, submissions and other requirements applicable to the original Agreement.

AMENDMENTS

Any changes, mediations, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instruction, executed, and signed by all parties to this Agreement with the same approval, certifications, submissions and other requirements applicable to the original Agreement. All agreements outside the scope of this Agreement, such as technical assistance, pre-positioning of equipment, personnel assistance during non-activation will consist of an addendum to this Agreement. Technical assistance in and of itself, does not require a formal addendum, depending on the time and resources necessary to provide the assistance. However, the pre-positioning of equipment and resources does require a formal addendum, having to go through the same approval process.

City of McCleary

Squaxin Tribe

Brenda O. Orffer, Mayor

John Taylor, Director of Emergency Operations

Date: _____

Date: _____

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ORDINANCE NO. ____

AN ORDINANCE RELATING TO THE CITY OF MCCLEARY PUBLIC UTILITY DEPARTMENTS; TEMPORARILY REMOVING THE CHARGE OF INTEREST AND LATE FEES ON DELINQUENT UTILITY ACCOUNTS; STAYING THE TERMINATION OF SERVICES FOR FAILURE TO PAY; TEMPORARILY SUPERSEDING MMC TITLE 13.28.040 THAT AUTHORIZES AND REQUIRES THE COLLECTION OF INTEREST AND LATE FEES ON DELINQUENT UTILITY ACCOUNTS; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

RECITALS:

1. The World Health Organization has announced novel coronavirus (COVID-19) is officially a global pandemic.
2. On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020.
3. The Washington Governor has declared a state of emergency in response to new cases of COVID-19.

4. The COVID-19 outbreak presents an extreme risk of person-to-person transmission of the virus and public health experts worldwide advise the best way to prevent a calamitous explosion of cases is to prevent infected people from coming in close contact with healthy ones.

5. While the practice of social distancing is critical in mitigating the rate of spread of the COVID-19 virus, it is having significant negative economic effects on the national and regional economy, in particular small businesses and workers in large sectors of the McCleary-area economy who cannot work remotely.

6. The McCleary Public Utilities has several McCleary Municipal Code provisions requiring collection of interest on delinquent utility consumption and utilization charges.

7. The McCleary Municipal Code (MMC Chapter 13 and policy) authorizes the City to charge interest and late fees on delinquent utility consumption and utilization accounts. It also allows the termination of services for failure to pay.

8. A consistent temporary policy towards relief from the collection of interest, late fees, and termination of delinquent utility accounts is necessary and intended for utility ratepayers.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: Pursuant to chapter 38.52 RCW, the Mayor proclaimed a Civil Emergency beginning March 16, 2020, due to the novel coronavirus (COVID-19).

SECTION II: The unemployment rate for Grays Harbor County, the state of Washington, and the United States is increasing exponentially as a result of the COVID-19 pandemic.

SECTION III: Unemployment rates and unpaid utility bills due to the public health emergency for COVID-19 will inherently have a disproportionate negative impact on low-wage workers, individuals on fixed incomes, non-profit organizations and small businesses, inhibiting their ability to pay utility bills before their due date.

SECTION IV: Several sections of the McCleary Municipal Code allow the City Utilities to charge interest, fees, and ultimately to terminate on delinquent utility accounts.

SECTION V: Temporarily waiving the charging of interest, fees, and termination of delinquent utility accounts as soon as possible is necessary both to help ease the negative impact on the individual citizens of the City of McCleary and small businesses and to reduce the frequency of in-person bill payment during the emergency.

SECTION VI: No new interest charges or fees shall be added to utility consumption and utilization accounts for residential customers or commercial customers from the time this ordinance takes effect until termination of the civil emergency proclaimed by the Mayor on March 16, 2020.

SECTION VII: No utility account will be disconnected due to failure to pay for residential customers or commercial customers from the time this ordinance takes

effect until termination of the civil emergency proclaimed by the Mayor on March 16, 2020.

SECTION VII: Based on the findings of fact set forth in Section I of this ordinance, the Council finds and declares that this ordinance is a public emergency ordinance, which shall take effect immediately and is necessary for the protection of public health, safety and welfare.

PASSED THIS ____ DAY OF _____, 2020, by the City Council of the City of McCleary, and signed in approval therewith this ____ day of _____, 2020.

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

ORDINANCE
4/3/20
CJC/MB

CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance number ____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number ____, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN TO BEFORE ME THIS ____ DAY
OF _____, 2020, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, Residing at: _____
My appointment expires: _____

ORDINANCE
4/3/20
CJC/MB

CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON