



## **CITY COUNCIL AGENDA**

**Meeting:** Monday, November 21<sup>st</sup>, 2022, at 6:00 PM  
**Location:** City Hall Council Chambers  
**ZOOM LINK:** <https://us02web.zoom.us/j/5780540411>

Meeting ID: 578 054 0411  
One tap mobile +12532158782, 2590939124# US (Tacoma)

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL AND DETERMINATION OF A QUORUM**
4. **APPROVAL OF AGENDA, CONSENT AGENDA, AND THE MINUTES OF NOVEMBER 7<sup>th</sup>, 2022, COUNCIL MEETING**
5. **COMMUNICATIONS**
6. **ITEMS FROM THE PUBLIC**
7. **ORDINANCE #1915: AMENDING SECTIONS OF CHAPTERS 8.12, 14.04, AND 14.24 OF THE RAYMOND MUNICIPAL CODE RELATING TO SANITATION, WATER, AND SEWER SERVICE UTILITY CHARGES AND FEES- *ACTION***
8. **RESOURCE SOLUTIONS, LLC PROFESSIONAL SERVICES AGREEMENT-*ACTION***
9. **MOU- USDA RURAL DEVELOPMENT, EMERGENCY RURAL HEALTH CARE GRANT- *ACTION***
10. **DEPARTMENT HEAD REPORTS**
  - a. Fire Chief Bill Didion
  - b. Police Chief Chuck Spoor
  - c. Public Works Director Eric Weiberg
  - d. Clerk- Treasurer Kayla MacIntosh
11. **MAYOR COMMENTS**
12. **COUNCIL COMMENTS**
13. ***EXECUTIVE SESSION: LABOR NEGOTIATIONS***
14. **ADJOURNMENT**

**Next Regular Scheduled Council Meeting**  
*MONDAY, DECEMBER 5<sup>th</sup>, 2022, at 6:00 PM*

*Notice – All proceedings of this meeting are sound recorded – Except Executive Sessions – The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.*



**RAYMOND CITY COUNCIL MEETING**

**NOVEMBER 21<sup>ST</sup>, 2022**

**CONSENT AGENDA**

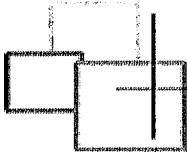
**APPROVAL OF CLAIMS**

**CLAIMS #70874 THROUGH #70917**

**\$954,218.21**

**PAYROLL #70864 THROUGH #70873  
(Direct Deposit included)**

**\$207,073.73**

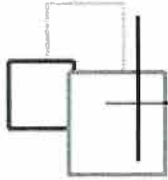


## A/P Check Register

Fiscal : 2022  
 Period : 2022 - NOVEMBER  
 Council Date : 2022 - NOVEMBER - 2nd Council

Account	Vendor Name	Account Description	Amount	
70874	ABERDEEN O. E.	Lease Rental - Landfill	\$22.24	
		Operating Leases/Rentals	\$10.00	
		Operating Rentals & Leases	\$52.24	
		Operating Rentals/Leases	\$114.47	
		Rental Copier	\$30.00	
		Rentals & Leases	\$147.49	
		Check Total:	\$376.44	CITY HALL COPIER CONTRACT/COPIES
70875	Aberdeen Office Equipment	Operating Supplies	\$140.51	WWTP OFFICE SUPPLIES
70876	Airgas USA, LLC	Operating Supplies	\$22.85	OXYGEN SUPPLIES
70877	BEANS & ROCKS, LLC	Distribution Supplies	\$913.28	WATER PROJECTS - GRAVEL
70878	Boggs, Arlie	Training	\$141.00	TRAINING PER DIEM
70879	Borden's Auto Parts	Distribution Supplies	\$32.85	
		Operating Supplies	\$679.01	
		Repair & Maintenance	\$41.06	
		Check Total:	\$752.92	ALL DEPT SUPPLIES
70880	Caskey Industrial Supply Co.	Repair & Maintenance	\$1,273.08	WWTP MOTOR REPAIR
70881	CINTAS FIRE 636525	Repair & Maintenance	\$1,143.77	POLICE DEPT EXTINGUISHER MAINT.
70882	Coast Controls & Automation, Inc.	Instrumentation Services	\$332.41	
		Repair & Maintenance (Inc. PW shop, Office, Carport and paving behind Willapa Center)	\$545.91	
		Check Total:	\$878.32	WTP REPAIRS
70883	Consolidated Electrical Distributors, Inc.	Repair/maint	\$4,685.89	STREETS POLE REPAIR
70884	Criminal Justice Training Commission	Training Tuition	\$4,212.00	POLICE TRAINING TUITION
70885	Culligan	Operating Rentals/leases	\$45.24	POLICE WATER SUPPLY
70886	Dilk Tire Service	Repair & Maintenance	\$385.10	
		Repair & Maintenance( Inc. PW shop roof, office,carport and paving for Willapa Center alley)	\$23.73	
		Check Total:	\$408.83	ALL DEPT REPAIRS
70887	Drug Screens, Inc.	Professional Services	\$75.00	ALL DEPT DRUG SCREENS
70888	FBI - LEEDA	Training Tuition	\$695.00	POLICE TRAINING TUITION
70889	Flannery Publications, Inc.	Professional Services	\$737.10	POLICE NOTICE OF EXAMINATION
70890	G.H. EMS	Professional Services	\$1,338.01	EMS CERTIFICATION
70891	G.H. Equipment Co.	Operating Supplies	\$24.65	WTP SUPPLIES
70892	Grays Harbor County	Lab Tests	\$178.00	WATER TESTING
70893	H.D. Fowler Co.	Distribution Supplies	\$19,690.72	WATER SUPPLIES
70894	Harbor Saw & Supply	Distribution Supplies	\$286.51	
		Operating Supplies	\$859.54	
		Check Total:	\$1,146.05	ALL DEPT SUPPLIES
70895	Harrington Industrial	Operating Supplies	\$1,003.88	WATER SUPPLIES
70896	Henry Schein, Inc.	Operating Supplies	\$790.26	AMB SUPPLIES
70897	JENNINGS EQUIPMENT, INC.	Communications	\$61.13	

		Operating Supplies	\$2,003.18	
			Check Total:	\$2,064.31 PARKS KUBOTA REPAIRS
70898	K & L Supply Inc.	Lab Supplies	\$2,154.66	
		Operating Supplies	\$800.32	
			Check Total:	\$2,954.98 WWTP SUPPLIES
70899	Lochner	TIB Grant	\$824,117.63	
				TIB GRANT - WILLAPA PLACE PROJECT
70900	MACINTOSH, KAYLA - CLERK/TREASURER	Communications	\$13.44	PETTY CASH
70901	NC Machinery Co	Distribution Supplies	\$122.93	
		Operating Supplies	\$245.85	
			Check Total:	\$368.78 ALL DEPT SUPPLIES
70902	Pioneer Grocery	Operating Supplies	\$32.88	WTP SUPPLIES
70903	PUD #2 of Pac. Co.	P.u.d. Utilities	\$2,639.18	
		Pool Utilities	\$48.95	
		Public Market Utilities	\$83.73	
		Public Utilities	\$241.99	
		Public Utility Service	\$564.60	
		Seaport Utilities	\$185.86	
		Utilities	\$9,679.84	
		Utility Services	\$643.29	
		Visitor Center Utilities	\$63.85	
			Check Total:	\$14,151.29 ALL DEPT UTILITIES
70904	Quill Corporation	Office Supplies	\$1,180.24	
		Operating Supplies	\$40.26	
		Supplies	\$147.98	
			Check Total:	\$1,368.48 CITY HALL/POLICE OFFICE SUPPLIES
70905	Ricoh USA, Inc	Lease/rental	\$42.72	
		Operating Rentals & Leases	\$42.72	
		Operating Rentals/Leases	\$404.73	
		Rental Copier	\$42.73	
		Rentals & Leases	\$204.45	
			Check Total:	\$737.35 PW/FIRE COPIERS
70906	Ricoh USA, Inc	Operating Rentals/leases	\$5.56	
		Rentals & Leases	\$11.23	
			Check Total:	\$16.79 ALL DEPT COPIES
70907	Ristow, Micah	Operating Supplies	\$334.99	POLICE SUPPLY REIMBURSEMENT
70908	STIGALL, BRITANY	Training	\$583.82	TRAINING PER DIEM
70909	SWARTZ, GENA	Professional Services	\$200.00	POLICE CLEANING
70910	Unum Life Insurance Co.	LEOFF 1	\$6,316.47	POLICE LIFE INSURANCE
70911	USA Blue Book	Lab Supplies	\$639.36	WWTP SUPPLIES
70912	WA ST Dept of Ecology - Attn: Cashiering Unit	DOE L 1000028 Principal	\$50,411.32	
		DOE L1000028 Interest	\$5,243.59	
			Check Total:	\$55,654.91 WWTP LOAN
70913	WA ST DEPT OF TRANSPORTATION	Fuel Consumed	\$2,026.01	FIRE/AMB FUEL
70914	WA ST Treasurer	Building Permit - State Fee	\$19.50	BLDG PERMIT FEES
70915	WALTER E. NELSON CO. OF ASTORIA	Operating Supplies	\$906.42	PARKS JANITORIAL SUPPLIES
70916	Williams, Jeff	Professional Services	\$238.00	EYE GLASSES REIMBURSEMENT
70917	Win-911 Software	Miscellaneous (Dues, Fees etc)	\$800.00	ANNUAL WWTP SUBSCRIPTION
		<b>Grand Total</b>		<b>\$954,218.21</b>
		<b>Total Accounts Payable for Checks #70874 Through #70917</b>		



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>70864</u>	Boggs, Arlie H.	2022 - NOVEMBER - 1st Council		\$2,184.84
<u>70865</u>	Ristow, Micah D.	2022 - NOVEMBER - 1st Council		\$3,785.21
<u>70866</u>	I.A.F.F. (GNWFCU)	2022 - NOVEMBER - 1st Council		\$491.85
<u>70867</u>	NORTHWEST FIRE FIGHTERS TRUST	2022 - NOVEMBER - 1st Council		\$13,884.33
<u>70868</u>	OREGON DEPT. OF JUSTICE	2022 - NOVEMBER - 1st Council		\$339.00
<u>70869</u>	TEAMSTERS Local #252	2022 - NOVEMBER - 1st Council		\$235.00
<u>70870</u>	THORBECKES FITNESS	2022 - NOVEMBER - 1st Council		\$181.44
<u>70871</u>	WSCCCE	2022 - NOVEMBER - 1st Council		\$451.50
<u>70872</u>	WSCFF Emp Benefit Trust/MERP	2022 - NOVEMBER - 1st Council		\$500.00
<u>70873</u>	WSCFF/DiMartino Associate	2022 - NOVEMBER - 1st Council		\$282.67
<u>1ST PAYROLL</u>	Payroll Vendor	2022 - NOVEMBER - 1st Council		\$77,384.15
<u>NOVEMBER 2022</u>				
<u>AFLAC NOV 1ST</u>	AFLAC Remittance Processing	2022 - NOVEMBER - 1st Council		\$647.98
<u>PAYROLL 2022</u>				
<u>BPAS VEBA NOV 1ST</u>	BPAS VEBA	2022 - NOVEMBER - 1st Council		\$2,041.61
<u>PAYROLL 2022</u>				
<u>DEFERRED COMP NOV</u>	WA St Treasurer - Def Comp	2022 - NOVEMBER - 1st Council		\$3,664.36
<u>1ST PAYROLL 2022</u>				
<u>ESD NOV 1ST PAYROLL</u>	Employment Security Dept	2022 - NOVEMBER - 1st Council		\$244.83
<u>2022</u>				
<u>IRS TAXES NOV 1ST</u>	Raymond City Treasurer- Taxes	2022 - NOVEMBER - 1st Council		\$31,025.96
<u>PAYROLL 2022</u>				
<u>L&amp;I NOV 1SY PAYROLL</u>	Dept of Labor & Industry	2022 - NOVEMBER - 1st Council		\$3,327.45
<u>2022</u>				
<u>NATIONWIDE NOV 1SY</u>	Nationwide Retirement Solutions	2022 - NOVEMBER - 1st Council		\$300.00
<u>PAYROLL 2022</u>				
<u>NW ADMIN NOV 1ST</u>	Northwest Administrators	2022 - NOVEMBER - 1st Council		\$46,816.00
<u>PAYROLL 2022</u>				
<u>PFMLA NOV 1ST 2022</u>	Employment Security Dept (PFMLA)	2022 - NOVEMBER - 1st Council		\$537.78
<u>PAYROLL</u>				
<u>RETIREMENT NOV 1ST</u>	Dept of Retirement Systems	2022 - NOVEMBER - 1st Council		\$18,692.63
<u>PAYROLL 2022</u>				
<u>VIMLY NOV 1ST</u>	Vimly Benefit Solutions, Inc.	2022 - NOVEMBER - 1st Council		\$55.13
<u>PAYROLL 2022</u>				
				<b>\$207,073.72</b>



# City of Raymond

## WASHINGTON

### COUNCIL PROCEEDINGS

#### November 7<sup>th</sup>, 2022

#### **CALL TO ORDER**

The council meeting was called to order at 6:00 p.m. by Mayor Roberts. Roll was taken and the meeting was quorate.

#### **Council Members present:**

Karen Tully  
W. Ian Farrell  
Heidi Worlton  
Chris Halpin  
Tony Nordin  
Steven Jones  
Ryan Porter

#### **Department Heads Present:**

Kayla MacIntosh, Clerk/Treasurer  
Bill Didion, Fire Chief (zoom)  
Police Chief, Chuck Spoor (zoom)  
Eric Weiberg, Public Works Director (zoom)

#### **APPROVAL OF AGENDA, CONSENT AGENDA & MINUTES**

Councilor Jones moved to approve the agenda, consent agenda for tonight's meeting, as well as the minutes of October 6<sup>th</sup>, 2022, Budget Meeting, and the minutes of October 17<sup>th</sup>, 2022, meeting. Motion carried. Motion passed unanimously.

**CLAIMS #70780 THROUGH #70783**

**CLAIMS #70799 THROUGH #70863** **\$182,753.00**

**PAYROLL #70785 THROUGH #70798**

**\$87,976.33**

**(Direct Deposit included)**

**EFT/DEBIT (OCTOBER 2022)**

**\$18,972.71**

#### **COMMUNICATIONS**

There were none.

#### **ITEMS FROM THE PUBLIC**

- NW Carriage Museum director Laurie and Jerry Bowman presented their annual report to council.
- Raymond School District Superintendent, K.C. Johnson discussed teaming with the city and DOT to have a leaderboard put in near HWY 101.
- Citizen, Craig Speidman, discussed his concerns of the animal control ordinance.

**ORDINANCE #1912- AMENDING, REPEALING AND ADDING TO RAYMOND MUNICIPAL CODE CHAPTER 6.04 ANIMAL CONTROL (Second Reading):**

Councilor Worlton moved to approve ordinance #1912. Motion carried. Motion passed unanimously.

**ORDINANCE #1913- ADOPTING A NEWLY ESTABLISHED TITLE 11- ENFORCEMENT PROCEDURE AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT (Second Reading):**

Councilor Worlton moved to approve ordinance #1913. Motion carried. Motion passed unanimously.

**ORDINANCE #1914- 2023 TAX LEAVY (Second Reading):**

Councilor Farrell moved to approve ordinance #1914. Motion carried. Motion passed unanimously.

**BRUMFIELD CONSTRUCTION PROPOSAL:**

Councilor Porter moved to approve the Brumfield Construction Proposal. Motion carried. After brief discussion, motion passed unanimously

**DEPARTMENT HEAD REPORTS:**

- Fire Chief, Bill Didion, provide a department update
- Police Chief, Chuck Spoor, provided an update about a pending investigation as well as provided council with a retirement date.
- Public Works Director, Eric Weiberg advised council that the TIB paving project had been completed. He advised TIB will announce if more funds have been awarded for next year December 5<sup>th</sup>, 2022.
- Clerk/ Treasurer, Kayla MacIntosh, provided a 2023 Budget update and provided council with CHIP grant funding information and 2023 Tax Levy information.

**MAYOR'S COMMENTS**

Mayor Roberts advised council of NPCEMS District's request for the city to apply for a grant on their behalf to supply new ambulances. She advised that there will be more information to come in the following weeks.

Mayor Roberts also advised advertising for Raymond Chief of Police position at the first of the year.

**COUNCIL COMMENTS:**

- Councilor Halpin had questions / concerns regarding the new RV park.
- Councilor Farrell asked that RPD consider shutting down Fowler Street and parts of downtown Raymond next year for Halloween due to the increase of trick or treaters.
- Councilor Jones had questions regarding city vehicle with firewood. PW director said he would follow up on that.

**ADJOURNMENT**

The meeting was adjourned by motion of Council Member Porter at 6:50 p.m. Motion carried. Motion passed unanimously.

ATTEST:

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Kayla MacIntosh, Clerk/ Treasurer

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Dee Roberts, Mayor

**ORDINANCE NO. 1915**

**AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTIONS OF CHAPTERS 8.12, 14.04, AND 14.24 OF THE RAYMOND MUNICIPAL CODE RELATING TO SANITATION, WATER, AND SEWER SERVICE UTILITY CHARGES AND FEES.**

**WHEREAS**, the City of Raymond operates and maintains a sanitation collection and disposal system, water production and distribution system, and sanitary sewer collection and treatment system; and

**WHEREAS**, the City Council finds that increases to the sanitation, water, and sewer utility service rates, fees, and other charges are determined and declared to be reasonable and just, considering the cost and value of the systems, the cost of maintaining and operating the systems, and proper and necessary allowances for depreciation.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON, AS FOLLOWS:**

**Section 1.** Repeal Section 8.12.190 (A), “Service charges schedule – Residential,” of the Raymond Municipal Code (RMC) and replace with the following revised Section 8.12.190 (A), “Service charges schedule – Residential”:

**8.12.190 Service charges schedule – Residential.**

A. Solid waste shall be picked up once per week. Cans to be emptied shall be located at the edge of the alley or street. The minimum charge for the can picked up weekly shall be compulsory. Monthly charges shall be as follows:

<b>Effective on the January 2023 Monthly Billing</b>	
<b>No. of Cans</b>	<b>Monthly Rate</b>
1	\$22.57
2	\$33.86
3	\$45.15
4	\$56.43

**Section 2.** Repeal Section 8.12.200, “Service charges schedule – Commercial,” of the RMC and replace with the following revised Section 8.12.200, “Service charges schedule – Commercial”:

**8.12.200 Service charges schedule – Commercial.**

A. Cans. Cans to be emptied shall be located at the edge of the alley or street. Charges for more than one pickup per week will be based on multiples of the once per week rate. The minimum charge for one can picked up weekly shall be compulsory. The sanitation supervisor may waive all charges except the minimum for commercial customers who haul their refuse in their own vehicle to an approved landfill or recycle all or a portion of their solid waste. The monthly charges for one pickup per week shall be as follows:

<b>Effective on the January 2023 Monthly Billing</b>	
<b>No. of Cans</b>	<b>Monthly Rate</b>
1	\$22.57



<b>Effective on the January 2023 Monthly Billing</b>	
<b>No. of Cans</b>	<b>Monthly Rate</b>
2	\$33.86
3	\$45.15
4	\$56.43

B. Commercial Containers. City-owned commercial containers or dumpsters shall be used in all instances where more than the volume of four cans of refuse is accumulated, unless otherwise determined by the sanitation supervisor. Charges for more than one dumpster, or more than one pickup per week, will be based on multiples of the once per week rate. It is the responsibility of the commercial user to keep the containers clean and the area around the containers neat so that no odor or nuisance exists. The monthly charge for one pickup per week is as follows:

<b>Effective on the January 2023 Monthly Billing</b>	
<b>Dumpster (Yard)</b>	<b>Monthly Rate</b>
1	\$90.29
1-1/2	\$135.43
2	\$180.58

**Section 3.** Repeal Section 14.04.170 (A) and (B), “Water usage – Rates,” of the RMC and Replace with the following revised Section 14.04.170 (A) and (B), “Water usage – Rates”:

**14.04.170 Water usage – Rates.**

A. The reading of water meters for all accounts shall be monthly. In addition to the base rate, a pumping fee will be charged to customers whose water line pressure is maintained by the use of a booster pump within the city’s water distribution system. The rates for all accounts for water used according to such meters shall be as follows:

Effective on the January 2023 monthly billing, the monthly pumping fee shall be \$2.35, and the base rate shall be \$60.67 for the first 3,000 gallons. The consumption rate per each additional 1,000 gallons of use shall be as follows:

<b>Consumption</b>	<b>Rate</b>
Next 7,000 gallons	\$7.18
Next 10,000 gallons	\$7.23
Next 20,000 gallons	\$7.28
Next 30,000 gallons	\$7.33
Next 430,000 gallons	\$7.38
Next 500,000 gallons	\$6.14

B. An out-of-city fee of \$13.50 shall be charged to customers who are connected to the city’s water system and whose meter is outside the city limits. This fee shall be charged in addition to and regardless of the amount of water consumed.

**Section 4.** Repeal Section 14.04.180, “Volume demand fees,” of the RMC and replace with the following revised Section 14.04.180, “Volume demand fees”:

**14.04.180 Volume demand fees.**

The volume demand fee shall be charged for all meters used which are larger than three-fourths inch. This fee shall be charged in addition to and regardless of the amount of water consumed. Effective on the January 2023 billing, the volume demand fees shall be as follows:

Meter Size	Charge
1"	\$11.00
1.5"	\$19.00
2"	\$25.00
3"	\$50.00
4"	\$87.00
6"	\$203.00
8"	\$308.00

**Section 5.** Repeal Section 14.04.240, “Remission of rates – Conditions,” of the RMC and replace with the following revised Section 14.04.240, “Remission of rates - Conditions”:

**14.04.240 Remission of rates – Conditions.**

In the event of excess water usage due to leaks on any water lines and/or connections that are the responsibility of the water user, the city shall charge the water user for one-half of the excess water. The amount of excess water shall be calculated by subtracting the average of the two previous readings from the reading period with excess usage. The excess usage period may extend over multiple reading periods depending upon when the leak was detected. Water customers will only be allowed two leak adjustments per calendar year.

If excess water usage is more than 300 percent of the average consumption, the city shall consider the leak to be catastrophic and shall not charge for the overage above the 300 percent level. The water user shall be required to repair the leak(s) responsible for the excess water consumption to continue consuming City of Raymond water.

**Section 6.** Repeal Section 14.24.020 (A) and (B)(1), “Schedule of rates for service,” of the RMC and replace with the following revised Section 14.24.020 (A) and (B)(1), “Schedule of rates for service”:

**14.24.020 Schedule of rates for service.**

Sanitary sewer collections and disposal service charges shall be as follows:

- A. Residential Rate. Connected to sewer system, regardless of water usage. Residential rates shall apply only to single-family dwellings. Commercial and industrial rates shall apply to all other users.

Monthly – Effective on the January 2023 billing:

- 1. Flat rate fee, \$104.20.

B. Commercial and Industrial Rates. Connected to sewer system based on water usage.

1. Monthly – Effective on the January 2023 billing:

- a. Minimum usage, first 5,000 gallons, \$104.20.
- b. Rate per each additional 1,000 gallons, \$18.90.

2. Industries in which 15 percent or more of the total water volume is consumed in the industrial process and thus not discharged to the sanitary sewer may apply to the Director of Public Works for an adjusted sewer discharge volume. The adjusted volume will be based on the volume of water discharged into the sewer. Documentation of flow volumes must be provided by the industry.

**Section 7.** If any portion of this ordinance is held to be invalid or unconstitutional for any reason, such finding shall not affect the remainder of the Ordinance, which shall remain in full force and effect.

**Section 8.** This ordinance shall be in full force and effect five (5) days after its passage and publication as provided by law.

***INTRODUCED AND PASSED THIS 21ST DAY OF NOVEMBER 2022.***

**AYES-**

**NOES-**

**ABSENT-**

\_\_\_\_\_  
**Dee Roberts, Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk/Treasurer**

# **Resource Solutions, LLC**

## ***PROFESSIONAL SERVICES AGREEMENT***

### **Recitals:**

Resource Solutions, LLC, is a Washington limited liability company providing professional expertise in the areas of grant writing, grant administration strategic planning, income survey implementation and environmental reviews (the “Resource Solutions” and/or “Consultant”). Resource Solutions is located in Leavenworth, Washington.

### **Agreement:**

This Agreement is made by and between the City of Raymond (hereinafter referred to as “Client”), and Consultant. Client agrees to retain the services of Consultant for the purpose of obtaining certain grant-related services and Consultant agrees to provide such services to Client as set forth herein.

### **Scope of Work:**

Consultant agrees to provide the services to Client described in the attached Scope of Work in the manner and at the times provided therein (the “Work”).

### **Price:**

Client agrees to pay Consultant the amounts set forth in the Scope of Work, at the times set forth below, for the Work (the “Contract Price”). Any additional services or work by Consultant requested by Client in writing shall be paid Consultant at the hourly rate of \$92.00 (the “Additional Work Charges”). The Contract Price and the Additional Work Charges shall be hereinafter referred to as the “Compensation.”

### **Payment to Consultant:**

Consultant will submit an itemized statement of the Work performed and services rendered, the Compensation due, and where required for calculating the Contract Price or for Additional Work Charges, the time expended (the “Invoice”). Client will pay the Consultant the invoiced amounts within 30 days of receipt, unless otherwise agreed in writing.

Interest shall accrue on unpaid invoices at the rate of eighteen (18%) percent per annum.

### **Support:**

Except as provided in the Scope of Work, Consultant agrees to utilize Consultant’s own office, computers, equipment, and materials to perform the Work.

Client shall provide Consultant with such supporting documents, records, data, and information as necessary for Consultant to perform the Work or as expressly set forth in the Scope of Work or as reasonably necessary to perform the Work (the “Support”).

Failure by Client to timely provide/complete the Obligations outlined in the Scope of Work shall entitle Consultant to make either of the following elections:

1. Consultant may elect to cease its work on the grant application and obligations under the Scope of Work. Consultant shall still be entitled to payment from Client (i) for accumulated time worked on the grant application, based on an hourly rate of \$92.00, or (ii) \$1,500.00, whichever is greater.

2. Consultant may elect to continue its work on the grant application and obligations under the Scope of Work by increasing the Initial Payment to Consultant outlined under the Scope of Work by \$2,000.00.

The above election must be exercised by Resource Solutions in writing (via email to Client) within 5 days of the Obligations outlined in the Scope of Work being considered untimely.

CLIENT SPECIFICALLY ACKNOWLEDGES THE IMPORTANCE OF CLIENT'S TIMELY COMPLETION OF THE OBLIGATIONS UNDER THE SCOPE OF WORK AND THE REASONABLENESS OF THE ABOVE ELECTIONS OF CONSULTANT RELATED THERETO.

**Term of Contract:**

This Agreement shall commence on the 31<sup>st</sup> day of October 2022 and shall terminate on the, 30<sup>th</sup> day of June 2023, unless otherwise terminated as provided herein (the "Term").

**Consultant Role:**

Consultant shall have responsibility for and control over the details and means for performing the Work. Consultant shall be subject to the directions of the Client only with respect to the scope of Work requested. This Agreement does not create a general agency, joint venture, partnership, employment relationship, or franchise between parties.

It is mutually agreed that the relationship of Consultant to the Client is that of an Independent Contractor and not of an officer, employee, or agent of the Client.

**License for Use:**

All documents, records, and reports generated, assembled or prepared by Consultant in performing the Work (the "Documents") shall remain the Property of Consultant subject to the license for the use by Client as set forth below. Client shall not be entitled to copies of the notes, data, records, database information, software, and other proprietary information used, assembled, prepared and/or generated by Consultant in the course of the preparation of the Documents, whether in electronic or physical form, which shall be and remain the property of Consultant.

Consultant grants Client a permanent license for the use of the Documents for the purpose described in the Scope of Work (the "Purpose"). Client agrees not to use the Documents for any use other than the Purpose without the prior written consent of Consultant. Client agrees that the grant narrative and grant application will not be shared with any other 3<sup>rd</sup> party, including, but not limited to, members of other fire districts or fire departments. Client agrees that Consultant may file an injunction or other protective order to prevent any use outside of the Purpose, and may bring an action for damages for any breach of the license granted herein. Client agrees that Consultant shall be entitled to recover its attorney's fees and costs incurred in enforcing this Agreement.

**Termination:**

Either party shall have the right to terminate this Agreement on the occurrence of any one or more of the following events:

1. The breach by the other Party of any material term or condition of this

Agreement, including the failure of the other Party for any reason to carry on diligently and in good faith the obligations of the Parties set forth in this Agreement; and the failure to pay amounts to Consultant when due;

2. The expiration of the Term; or

3. The insolvency of either Party, the filing of a petition in bankruptcy by either Party, an adjudication that a Party is bankrupt, any assignment for the benefit of creditors by a Party; or the placement of a Party's assets in the hands of a trustee or receiver; or

4. Client may terminate this Agreement for any reason upon thirty days advance written notice.

If this Agreement is terminated under any of the provisions of this section ("Termination"), Consultant shall only be entitled to the Compensation for work of Consultant occurring prior to the date of Termination as provided under this Agreement, based on an hourly rate of \$92.00.

Upon termination, Consultant agrees to discontinue all Work and use of any and all Support provided by Client, and shall return all Support to Client.

#### **Disclosure, Consent and Release:**

Client understands that submitting a grant application, funding proposal or other request for support does not in any way guarantee an award of moneys related thereto.

Client acknowledges that the availability of funding sources for the Client's project is based upon the type of project, the funding programs available at that time, the competing projects, and the allocated funding levels

Client understands that due to the complexity of the applications for many funding programs, in order to be in a position to timely file the necessary applications and supporting records, the application process must be commenced months prior to the due date for such programs, and in some cases months prior to the announcement of what programs will be available and the amount of available funding for such programs. It is often the case that submittal information is prepared based upon historically available programs and anticipated funding amounts. Where applicable, Consultant will look to past practices, historic funding levels and preliminary agency estimates in evaluating recommendations for proceeding, but Client recognizes the current funding climate is highly uncertain and variable, and from time to time such recommendations by Consultant will be inconsistent with the actually available programs or funding amounts. Consultant is using best efforts to monitor the funding programs, but cannot guarantee the availability of the programs, the funding levels, or the success of the application process. Regardless of the ultimate availability of funding programs, changes in funding programs and historic funding levels, or the results obtained for Client, the compensation due Consultant herein is due at the times and in the amounts set forth herein.

CLIENT RELEASES CONSULTANT FROM ALL DAMAGES, CLAIMS AND LIABILITY FOR (I) THE OUTCOME OF THE WORK, (II) THE DECISIONS MADE BY ANY FUNDING ENTITY OR AGENCY BASED IN WHOLE OR PART UPON THE WORK, (III)

THE RESULTS OBTAINED BY CLIENT'S USE OF THE WORK, (IV) ANY ERRORS, MISTAKES OR OMISSIONS IN THE WORK, (V) ANY CLAIMS ARISING OUT OF OR RELATED TO ANY USE MADE OF THE DOCUMENTS BY CLIENT, (VI) ELIMINATION AND/OR CHANGES TO FUNDING PROGRAMS AND/OR REDUCTIONS IN AVAILABLE FUNDING AMOUNTS.

In no event will Consultant be liable for any lost profits, lost savings, indirect, incidental, special, or consequential damages suffered by Client, even if the Consultant has been advised of the possibility of such damages. Subject to the limitations below, in no event shall Consultant be liable for any damages claimed under this Agreement other than direct damages. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, CONSULTANT'S LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS PAID CONSULTANT BY CLIENT HEREIN.

Each Party will be solely and entirely responsible for their acts and, to the extent applicable, for the acts of their agents, members or interest holders, employees, and servants during the performance of this Agreement.

**Client recognizes that the submission of a Grant does not guarantee the award of the Grant. Accordingly, the Client agrees to release Consultant from claims or damages that the Client may incur in the event the Work and/or documents do not result in the Client obtaining Grant funds, and agrees to indemnify or defend and hold harmless Consultant from any such claims and damages.**

Either Party may file an injunction or other protective order to enforce its rights herein. In the event of any disputes under this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing this

**Entire Agreement:** The terms and provisions of the Agreement constitute the entire Agreement between the parties and supersede all previous communications, negotiations, proposals, representations, conditions, warranties or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be enlarged, modified, or altered except in writing, signed by duly authorized officers or representative of the parties.

**SUBMITTED BY:**

Resource Solutions, LLC  
*A Washington Limited Liability Company*

**APPROVED BY:**

Dee Roberts, Mayor  
City of Raymond

\_\_\_\_\_  
Michelle S. Mazzola

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dee Roberts

\_\_\_\_\_  
Date

**Contact Information:** Michelle S. Mazzola  
Resource Solutions LLC, P.O. Box 2229, Leavenworth, WA 98826  
Phone: 509/669-4442 Email: Michelle@ResourceSolutionsNow.com

## **Scope of Work City of Raymond**

*The purpose of this agreement is to collaborate in the preparation of a  
**Emergency Rural Health Care Grant Application for USDA Rural Development.***

**Michelle Mazzola, Resource Solutions LLC (“Resource Solutions”) will:**

1. Research and write a compelling grant narrative.
2. Gather and compile data & statistics to document and prove project-need.
3. Identify and collect financial data for ambulance district and project budgets which are needed to support application.
4. Explain USDA Rural Development’s funding priorities, rules, application process etc.
5. Communicate clearly and concisely with the “Ambulance-Team” (including Gary, Bill, Brandon and Rex) so that the grant application process is as seamless as possible.
6. Brainstorm with “Ambulance-Team” to gather additional information that will help to “make the most compelling case possible” for your grant application.
7. Provide periodic review drafts of the narrative to the “Ambulance-Team” for input.
8. Assemble and final grant application to USDA Rural Development.

**City of Raymond Fire Department will cooperatively establish a timeline for grant completion with Resource Solutions by providing to Resource Solutions the following (the “Obligations”):**

1. Be available to brainstorm via telephone and provide background information, as requested, about the ambulance district and its need for the item(s) being requested. This information will be included in the grant and will help to make the “most compelling case possible” for the success of your grant application.
2. Read and comment on draft grant narratives.
3. Review final grant application prior to submittal.
4. Submit final grant application to USDA Rural Development via Email (<https://wetransfer.com/>)



**Timeline for (the “Obligations”):**

**Project**

Work collaboratively to identify data and stories needed to prepare and submit compelling grant application.

**\* Deadline**

November 1 - 15, 2022

**\*Payment to Consultant: \$8,500.00 at time of grant submittal; \$1,500.00 at time of grant award.**

\*Based on all of the information I have received from USDA Rural Development in Olympia about this grant program, which has led to my strong confidence in the future success of this grant application, I will take a risk of \$1,500.00 which will only be payable to me when the grant application gets funded.

***Note 1:** Consultant and Client mutually agree that this grant application will not be shared with any other 3<sup>rd</sup> parties, including but not limited to any fire districts or fire departments.*

***Note 2:** Client understands that this grant will be reviewed by the USDA Rural Development on a first come first served basis. Thus we will seek to submit the grant by November 11, 2022, if possible.*

**Contact Information:** Michelle S. Mazzola  
Resource Solutions LLC, P.O. Box 2229, Leavenworth, WA 98826  
Phone: 509/669-4442 Email: [Michelle@ResourceSolutionsNow.com](mailto:Michelle@ResourceSolutionsNow.com)

**MEMORANDUM OF UNDERSTANDING**  
**USDA RURAL DEVELOPMENT, EMERGENCY RURAL HEALTH CARE GRANT**

This Memorandum of Understanding sets forth the terms and understanding by and between the City of Raymond and the North Pacific County Emergency Medical Service regarding the application for a United States Department of Agriculture Rural Development, Emergency Rural Health Care Grant for the purchase of two ambulances.

WHEREAS, The United States Department of Agriculture Rural Development will be accepting Emergency Rural Health Care Grants; and

WHEREAS, the City of Raymond and the North Pacific County Emergency Service are in need and desirous of replacing two ambulances; and

WHEREAS, the City of Raymond and the North Pacific County Emergency Management Service are in need of funding to purchase these replacement ambulances; and

WHEREAS, the City of Raymond has a contract with the North Pacific County Emergency Management Service to provide emergency medical response in northern Pacific County; and

WHEREAS, the City of Raymond has agreed to act as the Host Applicant in order to submit an application for an Emergency Rural Health Care Grant.

NOW THEREFORE, The parties hereto agree as follows:

1. The City of Raymond *will* be the Host Applicant and *will* administer the grant, and collect and distribute all funding, except as provided in 2 and 3 below.
2. The North Pacific County Emergency Medical Service will provide for the required 25% dollar match for the two ambulances as required under the Emergency Rural Health Care Grant and *will* make payment *immediately following* an invoiced notification from the City (estimated 25% dollar match is \$155,000).
3. The North Pacific County Emergency Medical Service will provide for the cost of the grant writer and will make payment *immediately following* an invoiced notification from the City (estimated cost is \$13,000).

4. The City of Raymond will take ownership of the ambulances. They will license and insure the ambulances as stated in the contract with the North Pacific County Emergency Medical Service.

IN WITNESS THEREOF, the City of Raymond, by action of its City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2022, has caused this Memorandum of Understanding to be signed by its Mayor and attested by its Clerk, and the North Pacific County Emergency Medical Service, by action of its Board the \_\_\_\_\_ day of \_\_\_\_\_, 2022, has caused by those present to be subscribed to by its Chairman and attested by its Secretary.

City of Raymond, Washington

By: \_\_\_\_\_ Attest \_\_\_\_\_  
Mayor City Clerk/Treasurer

By: \_\_\_\_\_ Attest \_\_\_\_\_  
Chairman Secretary