



CITY COUNCIL AGENDA

September 28, 2020

7:00 p.m.

1. **COMMUNICATIONS**
 - a. GGHI Presentation
2. **PUBLIC COMMENT:** For public comment please email them to twood@cityofhoquiam.com by Monday, September 28th, 2020 at 10:00 AM.
3. **CONSENT AGENDA**
 - a. Council Minutes of September 14, 2020
 - b. Claims & Payroll
4. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 - b. **OFFICER REPORTS**
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
5. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 - b. **RESOLUTIONS**
 1. Authorization for Community Forest Grant Application
 - c. **OTHER LEGAL**
 1. Public Consulting Group – Renewal/Extension
 2. Department of Revenue – Business Licensing Agreement
6. **OLD BUSINESS**
 - a. Ward 3 Vacancy
7. **NEW BUSINESS**
8. **SECOND PUBLIC COMMENT**
9. **EXECUTIVE SESSION**
10. **ADJOURN**

Public Utilities at 6:15 PM – *attendance only permitted via remote live stream* – this meeting will be live streaming at <https://us02web.zoom.us/j/82284730369>. To call in and listen dial 1-253-215-8782 then enter in the webinar ID 82284730369#.

Regulatory Meeting at 6:15 PM – *attendance only permitted via remote live stream* – this meeting will be live streaming at <https://us02web.zoom.us/j/86765924692>. To call in and listen dial 1-253-215-8782 then enter in the webinar ID 86765924692#.

Council Meeting at 7:00 PM – *attendance only permitted via remote live stream* – this meeting will be live streaming at, this meeting will be recorded <https://us02web.zoom.us/j/83149995808>. To call in and listen dial 1-253-215-8782 then enter in the webinar ID 83149995808#.

CITY OF HOQUIAM
Council Meeting Minutes

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CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:00 p.m. Council Secretary, Tracy Wood, led the flag salute.

ROLL CALL

Those in attendance were Mayor Winkelman and Councilmembers Anderson, Carlstrom, Dick, George, Hinchey, McMillan, Pellegrini, Puvogel and Reid. Absent from the meeting were Councilmembers Grun and Nelson.

Staff in attendance were Police Chief Jeff Myers, Fire Representative Rich Malizia, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Tracy Wood.

COMMUNICATIONS

Water Treatment Plant – Outstanding Performance Award

Included in the packet was a Silver Certificate of Achievement Award to the Water Treatment Plant from the Department of Health. Mayor Winkelman congratulated staff for their efforts in receiving this award. Councilmember Pellegrini stated that it is truly remarkable to keep the turbidity that low for such an extended time. Well done staff and he hopes it will be in the paper.

CONSENT AGENDA

Councilmember McMillan moved for approval of the consent agenda and his motion was seconded. Those items appearing on the consent agenda were as follows:

- The Council Minutes of August 24, 2020;

The motion for approval of the consent agenda passed by voice vote.

OFFICER REPORTS

Gable Lighting Project

City staff has researched the lighting and materials necessary for the Gable Park lighting project. Through the State contract, Columbia Electric Supply has quoted \$74,832.41 for the lighting equipment and Platt Electric has quoted \$6,549.66 for the additional electrical supplies needed. The City received a grant for \$64,000 from the Washington State Recreation and Conservation Office to offset the majority of the expenses. Staff recommends that the council authorize the purchase of the materials as listed above. Gable Park Lighting Project – received grant for \$64,000 for field lights so fast pitch can play night games. Councilmember McMillan made a motion to approve the staff recommendation and purchase the equipment. His motion was seconded. Councilmember Puvogel asked where the additional funding (over the grant amount) would come from. Mr. Shay stated there had been discussions in the past with the Fast Pitch League to help with these costs, but it does not look like it will happen at this time. Ms. Schmid stated the additional funds would come from the general fund. A discussion on the rates

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charged for field rentals followed after which the motion to approve passed by voice vote.

Pre-Commercial Thinning

The City recently issued a call for bids for Pre-Commercial Thinning at the watershed. Two bids were received; Curtis Hill Forestry for \$73,625.00 and Mt. St. Helens Reforestation for \$88,385.00; staff recommends award of the bid to Curtis Hill Forestry as the apparent low bidder. Councilmember McMillan moved to approve the staff recommendation and award the bid to Curtis Hill Forestry. His motion was seconded and following a brief discussion on the importance of managing our forest lands, the motion passed by voice vote.

MAYOR REPORTS

BHP Permit Withdrawal

Mayor Winkelman spoke briefly regarding the recent withdrawal of the BHP permit. He stated we are all fighters here in Hoquiam; we will stand up and move on to the next project/business/industry. There are a lot of cities and towns that are in much worse shape than Hoquiam.

Wildfires and Smoke

There has been a lot of smoke in the air which is unhealthy for a lot of us. One of the things that we spoke about in January was that I wanted to make sure we worked on a fire safety plan for the Watershed. It is critical that we continue to manage our watershed the best that we can and protect our investment. The Mayor also thanked those employees who have been helping on the wildfires. He hopes we will have further discussion on buying some urban forestry properties by the end of the year.

Budget

The Budget process is going on now. He and staff will be meeting with departments over the next few weeks and then the budget will be brought to the Council.

Stadium

The Stadium projects are underway. The new entry is installed and the fire suppression system is being replaced. Also, the Public Wi-Fi is working and has good range. It's a great public service.

School Districts – Distance Learning

It was a soft return to school today for many of us. Many are trying to figure out a long term plan for those who are needing to stay home, etc.

COUNCIL REPORTS

Ride with Police

Councilmember McMillan rode with the police on Saturday night and he highly recommends it to all of the council. Every officer was excellent when they were working with people.

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- Fireworks Loggers’ Playday understood why the firework permit could not be approved. They are still looking at possibly having a firework show sometime in the future.
- Lions Club Lions Club is starting the rain derby and would appreciate your help this year. Many local non-profits are experiencing problems due to the cancellation of many of their fundraising events.
- HBA Councilmember Carlstrom stated that the HBA wants to do something for the kids for Halloween. It falls on a Saturday this year and they are looking at still doing the downtown trick or treating and possibly setting up a photo booth. They are still working on the details. They will reach out to radio stations too to promote the event once it is finalized.
- BHP Councilmember Hinchin stated the loss of the BHP project was a real loss for us. Mr. Shay stated that there are a lot of public documents available for anyone to review. Several public meetings and hearings were held. An extension on the hearing decision was requested by BHP and the Quinault Nation so they could work together to resolve other issues. There were more requests that extended it to several future dates. The Quinault Nation submitted lengthy comments in opposition of the project and another extension was requested in June. Finally, in September BHP withdrew their permit request.

LEGAL BUSINESS

Ordinances

- Business Licenses An ordinance relating to Business Licenses, amending Sections 4.05.005, 4.05.010, 4.05.020, 4.05.030, 4.05.040, 4.05.050, 4.05.070, 4.05.080, 4.05.085, 4.05.090, 4.08.030, 4.10.015, 4.12.020, 4.12.030, 4.60.020, 4.62.020, 4.64.015, 4.68.020, 10.05.060, and 10.09.090 to the Hoquiam Municipal Code, and adding a new section, 4.05.045 to the Hoquiam Municipal Code. Ms. Schmid read the ordinance by title. Councilmember McMillan moved for the adoption and his motion was seconded. Councilmember Puvogel stated that he knows a lot of the changes to this ordinance are to bring us in compliance with the State. He asked about the inclusion of Non-profits, is that the State or just us. Ms. Schmid stated this is something we practice here. The Ordinance was read by title a second time after which the motion passed by unanimous roll call vote.

- Zoning An Ordinance relating to the official zoning map; amending the official zoning map as set forth in Section 10.03.040 and Section 10.03.060 of the Hoquiam Municipal Code. Ms. Schmid read the ordinance by title and Councilmember McMillan moved to approve the Ordinance. His motion was seconded. Councilmember Reid
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asked what the high density residential designation is. Mr. Shay stated that in high density you could have an apartment building. Ms. Schmid read the Ordinance by title a second time after which the motion for approval of the Ordinance passed by unanimous roll call vote.

**Critical Areas Designation
and Protection**

An Ordinance of the City of Hoquiam, Washington, relating to the designation and protection of critical areas within the City of Hoquiam, amending Chapter 11.06 of the Hoquiam Municipal Code. Ms. Schmid read the Ordinance by title and Councilmember McMillan moved for the approval of the Ordinance. His motion was seconded. Council asked what this was for. Mr. Shay stated that this needs to be updated every 10 years as part of the growth management plan. It was drafted in 2018 and approved by commerce. The changes are basically the addition of new definitions and other than that it remains the same as it was in the past. It mostly pertains to areas where there are wetlands, slopes, etc. Ms. Schmid read the Ordinance by title a second time after which the motion passed by unanimous roll call vote.

RESOLUTIONS

**Addition of 2544 Simpson
to the Hoquiam Register of
Historic Places**

A Resolution listing “The Crown Drug Building”, 2544 Simpson Avenue on the Hoquiam Register of Historic Places. Councilmember McMillan moved for adoption of the Resolution and his motion was seconded. Following a brief discussion regarding the register, the motion for approval passed by voice vote.

Surplus Property - Tasers

A Resolution declaring certain personal property owned by the City to be surplus items pursuant to Hoquiam Municipal Code Sections 1.64.005, 1.64.010 and 1.64.020. Councilmember McMillan moved for the adoption of the Resolution and his motion was seconded. The items being surplus are 5 Tasers at the Hoquiam Police Department, which will be traded in toward credit towards their replacements. The motion for approval of the Resolution passed by voice vote.

OLD BUSINESS

Paving and Striping

Mr. Shay provided an update on the paving and restriping. Due to the shutdowns from COVID, it will probably be spring before the project is complete. The contractor did repair the bump at the corner of 8th and Simpson and the sidewalk portion of the project is completed. Councilmember Carlstrom asked if the area at the corner of Chenault is going to be repaved. Mr. Shay stated that the estimate to repave it came in at \$45,000 which is more than what we have in the street budget.

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Vacation of a Portion of Paulsen/Airport Way

Mr. Johnson stated he had been contacted by a citizen asking what the status of the vacation of the section of Paulsen is now that BHP has withdrawn. He state the roads will remain as they are as there was a clause that the vacation would only be executed if the Port and BHP signed leases.

First Responders

Mayor Winkelman stated it has seemed particularly quite – especially with the cancellation of Loggers’ Playday and the recent anniversary of 9-11. It has given him time to reflect on how much better things will be in the future. With respect to the first responders, he wanted to express thanks and appreciation for what they do. 9-11 doesn’t seem like it has been 19 years ago. For first responders it is a particularly tough time.

NEW BUSINESS

Downtown Revitalization Plan

A proposal was received from Qamar and Associates for a budget and scope of work for the Downtown Revitalization Plan. Staff requests that Council adopt the budget and scope of work. Councilmember Puvogel moved to approve their proposal as presented and his motion was seconded. A brief discussion followed wherein Mr. Shay stated this is being funded through the Commerce grant. The motion as presented, passed by voice vote.

Planting in Parking Strips

Councilmember George stated he received a letter from a Ward 2 citizen requesting that the city allow residents to utilize the parking strips for planting food and flowers. A lengthy discussion followed after which Councilmember Puvogel moved to refer this to the Public Utilities Committee for their review and recommendation. His motion was seconded and passed by voice vote.

Ward Vacancy

The deadline for letters of interest for the Ward 3 Council Vacancy is September 25th.

Excuse Absent Members

A motion was made to excuse the absent members who notified staff. Councilmember Nelson and Grun both asked to be excused. The motion was seconded and passed by voice vote

Public Utilities Committee

Councilmember Anderson announced that the Public Utilities Committee will meet prior to next meeting on September 28th at 6:00 p.m.

Gable Lighting

Councilmember Dick suggested that Staff contact the Little League and Cal Ripken to see if they might want to get involved with help on the equipment for the Gable Lighting Project.

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Football

Councilmember Puvogel stated that the competition between Hoquiam and Aberdeen will not be held this year. They are going to combine efforts to raise what they can in cash donations for the football.

ADJOURN

Councilmember McMillan moved to adjourn the meeting at 8:11 p.m. The motion was seconded and passed by voice vote.

BEN WINKELMAN – MAYOR

TRACY WOOD – COUNCIL SECRETARY

REPORT OF COMMITTEE

Date: September 28, 2020

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers	<u>94553</u>	through	<u>94741</u>	<u>\$648,039.41</u>
Claims Auto Pays & EFTs	<u>395</u>	through	<u>395</u>	<u>\$18,622.66</u>
Claims Treasurer Check Numbers	<u> </u>	through	<u> </u>	<u> </u>
Payroll Check Numbers	<u>29580</u>	through	<u>29612</u>	<u>\$191,957.25</u>
Payroll Payments via ACH				<u>\$398,080.54</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension				<u>\$211,167.97</u>
Payroll and benefits for the hours worked in	<u>September</u>	be approved and issued at the proper time.		



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

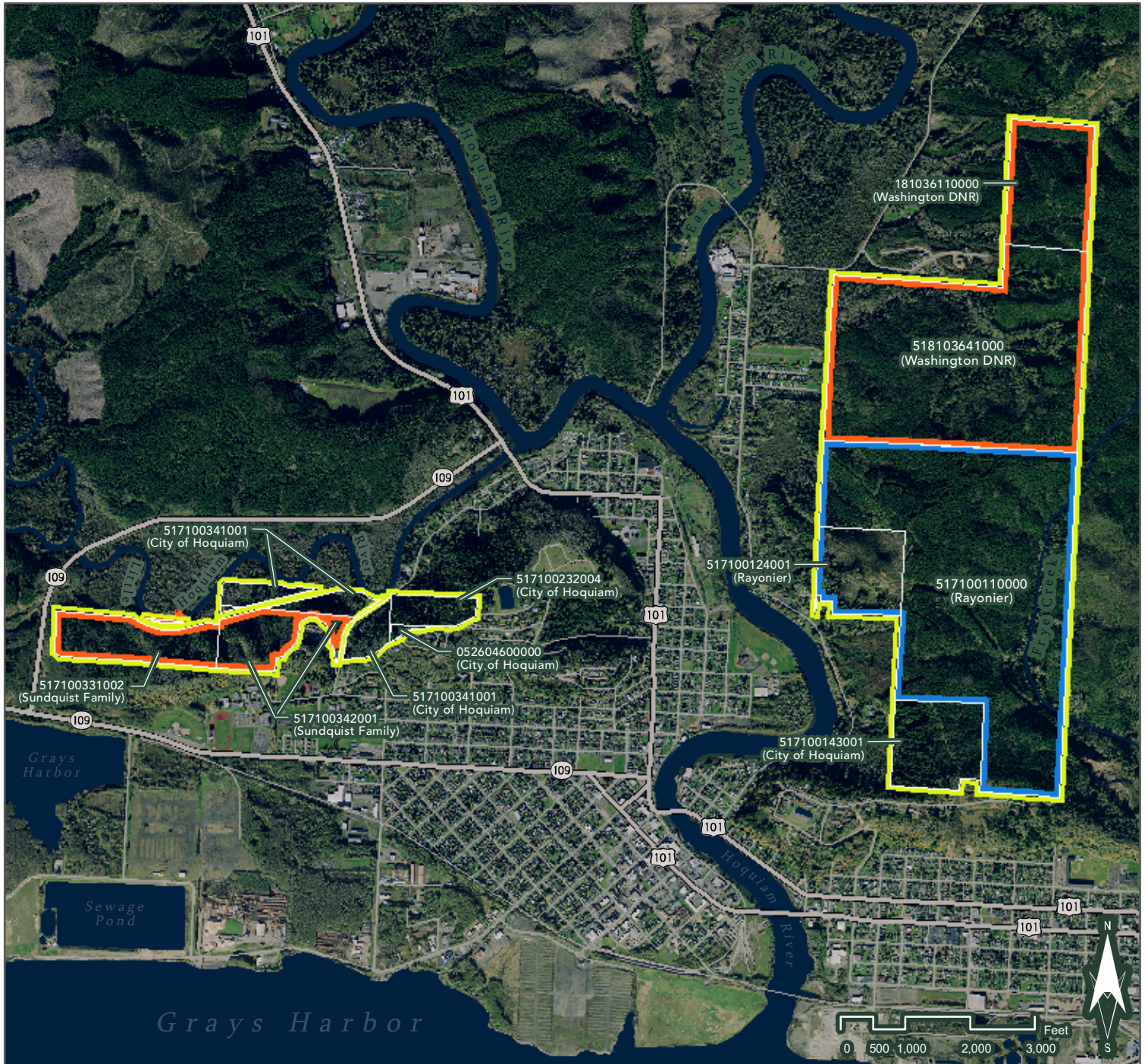
Washington State Attorney General's Office

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





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

HOQUIAM COMMUNITY FOREST





Project Area



Acquisition Project

-  Project Area Boundary
-  Phase 1 Acquisition Target
-  Phase 2 Acquisition Target
-  Tax Parcel Boundary

Other Map Features

-  State or US Highway
-  Other Public Road
-  River or Major Creek
-  Estuary, Lake or Reservoir

 2019 NAIP Aerial Orthophotograph



Map date:
September 21
2020

AMENDMENT NO. 1 TO THE AGREEMENT

This First Amendment (the “Amendment”) to that certain Agreement entered by Hoquiam Fire Department (“CLIENT”) and Public Consulting Group, Inc. (“PCG”), as of February 1, 2018 (the “Agreement”), is made effective as of June 30, 2020.

WHEREAS, the parties agree to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that to delete in Section 2 the phrase “June 30, 2020” and replace it with the phrase “June 30, 2023.”
2. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. Authorship. The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
4. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. Authority. Each Party to this Amendment, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
9. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or district's courts and that venue is appropriate.

IN WITNESS WHEREOF, CLIENT and PCG have executed this Amendment as of the date stated above.

PUBLIC CONSULTING GROUP, INC.

Hoquiam Fire Department

By: _____

By: _____

Name: Garrett Abrahamson

Name: Benjamin Winkelman

Title: Associate Manager

Title: Mayor

Date: _____

Date: _____

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement (“Agreement”) is entered into between the parties identified below:

	State of Washington Department of DOR Business Licensing Service	City of Hoquiam
	(“Revenue”)	(“Partner”)
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	609 8 th Street Hoquiam, WA 98550
Delivery Address	6500 Linderson Way, SW, Ste. 102 Tumwater, WA 98501	609 8 th Street Hoquiam, WA 98550
Contact Person	Katie Early Phone: (360) 705-6607 E-mail: KatieE@dor.wa.gov	Corrine Schmid, Finance Director (360)538-3969 cschmid@cityofhoquiam.com

II. Purpose and Background

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner’s agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner’s licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.090.020 (1) “a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW.”

III. Effective Date

This Agreement is effective as of (*check one*): (mm/dd/yyyy).
the date of the last signature of the parties.

IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner’s business licensing and/or other regulatory activities.

- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
 - The Business License Application and other forms and processes established by Revenue;
 - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
 - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.

- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party. This agreement may also be amended by mutual written agreement of both parties.

X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. Interpretation. This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington
Department of Revenue
Business Licensing Services

Partner

Date

Date

Template approved as to form

Approved as to form

On File

Kelly Owings,
Assistant Attorney General for Washington State

Date

EXHIBIT A
CONFIDENTIALITY AND DATA SHARING
AGREEMENT

I. Purpose and Scope

The following provisions establish the terms under which the Department of Revenue ("Revenue") and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the "Agreement").

II. Definitions

- A. "Confidential Licensing Information" (CLI) has the same meaning as "Licensing Information" under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. "Confidential Tax Information" (CTI) has the same meaning as "Return," "Tax Information," and "Taxpayer Identity" under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. "Confidential" refers to data classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. "Portable Devices" refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. "Portable Media" refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. "Data" refers to individual pieces of information.
- G. "Cloud" refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of "cloud" can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. "Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- I. "Complex Password" or "Complex Passphrase" refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

III. Data Classification, Authorized Use, Access, and Disclosure

- A. Data Classification: Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. Permitted Uses: Business licensing information may be used for official purposes only.
- C. Permitted Access: Business licensing information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- D. Permitted Disclosure: Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - 1) Ordered under any judicial or administrative proceeding; or
 - 2) Otherwise expressly authorized by Revenue in writing.

IV. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- A. Ensuring Security: Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- B. Proof of Security. Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

V. Statutory Prohibition Against Disclosure; Confidentiality Agreement

- A. Criminal Sanctions. RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

VI. Breach of Confidentiality

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

VIII. Data Security

Confidential data provided by Revenue shall be stored in a secure physical location and on Partner-owned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- A. Partner agrees to store data only on one or more of the following media and protect the data as described:
 - 1) Workstation hard disk drives
 - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
 - c) Workstations must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on workstations must be kept current.

- 2) Network servers
 - a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
 - b) Data on disks mounted to such servers must be located in a secure physical location.
 - c) Servers must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on servers must be kept current.
- 3) Backup tapes or backup media
 - a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
 - b) Backup devices, tapes, or media must be kept in a secure physical location.
 - c) Backup tapes and media must be encrypted.
 - d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.
- 4) Cloud Storage
 - a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
 - b) Revenue and Partner will, at a minimum, meet the following requirements:
 - i. Encrypt the data at rest and in transit.
 - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
 - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.
- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
 - a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
 - b) Staff will not email information provided by Revenue to anyone outside of City staff.
 - c) Staff shall only access Revenue information on a City network computer.
 - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

B. Protection of Data in Transit

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

IX. Data Segregation

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

X. Data Breach Notification

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event;
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

XI. Disposition of Data

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

XII. Data Destruction Procedures

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
 - 1) Incinerate the disc(s); or
 - 2) Shred the discs.
- B. Magnetic tape(s)
 - 1) Degauss;
 - 2) Incinerate; or
 - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
 - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
 - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero;
 - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
 - 4) Physically destroy disk(s)

D. Portable media

- 1) For mechanical hard drives, use a “wipe” utility which will overwrite the data at least 3times using either random or single character data;
- 2) For solid state hard drives and devices, use a “secure erase” utility that resets all cells to zero;
- 3) Degauss sufficiently to ensure that the data cannot be reconstructed;
- 4) Physically destroying disk(s) or devices; or
- 5) For SmartPhones and similar small portable devices use one of the following:
 - a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
 - b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

E. Cloud Storage

Use the cloud provider’s procedures to permanently delete the files and folders.

****end*****

Hello, my name is Jennifer Krasowski. I am a 47 year old married mother of 3, and grandma of 4. I live at 321 Endresen rd, which I believe is in ward 3. I am very interested in being involved in my communities decision making, and would like to express my interest in the councils open position. I have enjoyed living in such a welcoming small town and would like the opportunity to help it continue to grow, without losing the charm.

Thank you for your time,

Jennifer Krasowski
(360)533-0890 home
(360)589-6687 cell