

SUPPLEMENTAL PACKET

City of Afton

3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date February 16, 2016

Council Action Memo

To: Mayor Bend and Members of the City Council
From: Ron Moorse, City Administrator
Date: February 5, 2016
Re: Proposal from Jim Cox for Detailed Design of the Deputies Facility - Supplemental

On Friday, staff had a discussion with Jim Cox about the Deputies facility. As the cost of the facility will likely be at or above \$100,000, the City is required to use the competitive bidding process. Jim Cox was not aware that a competitive bidding process was needed. He will need to provide a more detailed design for the competitive bidding process, and will need to be involved in the administration of the bidding process, including preparing bid specifications, responding to questions from bidders and reviewing bids to ensure they meet specifications. These tasks will significantly increase his time and costs. While his original proposal had a cost of \$2,500, his revised proposal has a cost not-to-exceed \$4,800. He has indicated that, rather than a lump-sum cost, the cost will be based on actual hours at \$85.00 per hour, with a not-to-exceed amount of \$4,800.

Council Action Requested

Motion regarding the proposal from Jim Cox to design and assist with the bidding and construction of the facility to house the Deputies and provide Public Works storage, with a fee based on actual hours at an hourly rate of \$85.00 and a total cost not to exceed \$4,800.

Ron Moore

From: Afton Architects Planners Ltd <aftonarchitects@msn.com>
Sent: Monday, February 15, 2016 3:03 PM
To: Ron Moore
Subject: Fee Proposal - City of Afton City Garage/Office Facility
Attachments: Fee Proposal - City of Afton - 2016-02-15 - Garage-Office Facility w-Atts.pdf

Ron,

Attached is my revised fee proposal for the City Hall site - Design Garage/Office Facility. I had to add time for detailed drawings due to competitive bidding.

If you have any questions, please call me.

Jim Cox
12941 22nd St. S.
Afton, MN 55001
C: 612-414-0155

James W. Cox, Architect

Minnesota Registered Architect
12941 22nd St. S.
Afton, MN 55001
Cell: 612-414-0155
E-mail: jimcoxarch@gmail.com

City of Afton
Attn: Ron Moorese, City Administrator
3033 St. Croix Tr. S.
Afton, MN 55001

Re: Architectural Fee Proposal
City Hall Site – Design Garage/Office Facility

Ron,

As per the Concept Design Site Plan, dated June 17, 2015 which was approved by Afton's HPC in the July meeting, I will proceed to design and assist in bidding and construction of two garage buildings, one for the City of Afton and one for Washington County Sherriff. These buildings will be connected with an office facility for the Sherriff's Deputies.

Proposed Lump Sum Fee: \$4,800
Plus expenses (mileage, printing)

If you have any questions, please call me at 612-414-0155. Thank you for the opportunity to provide professional services on this project. I look forward to working with the City and County to produce a support building that compliments Afton City Hall.

Sincerely,

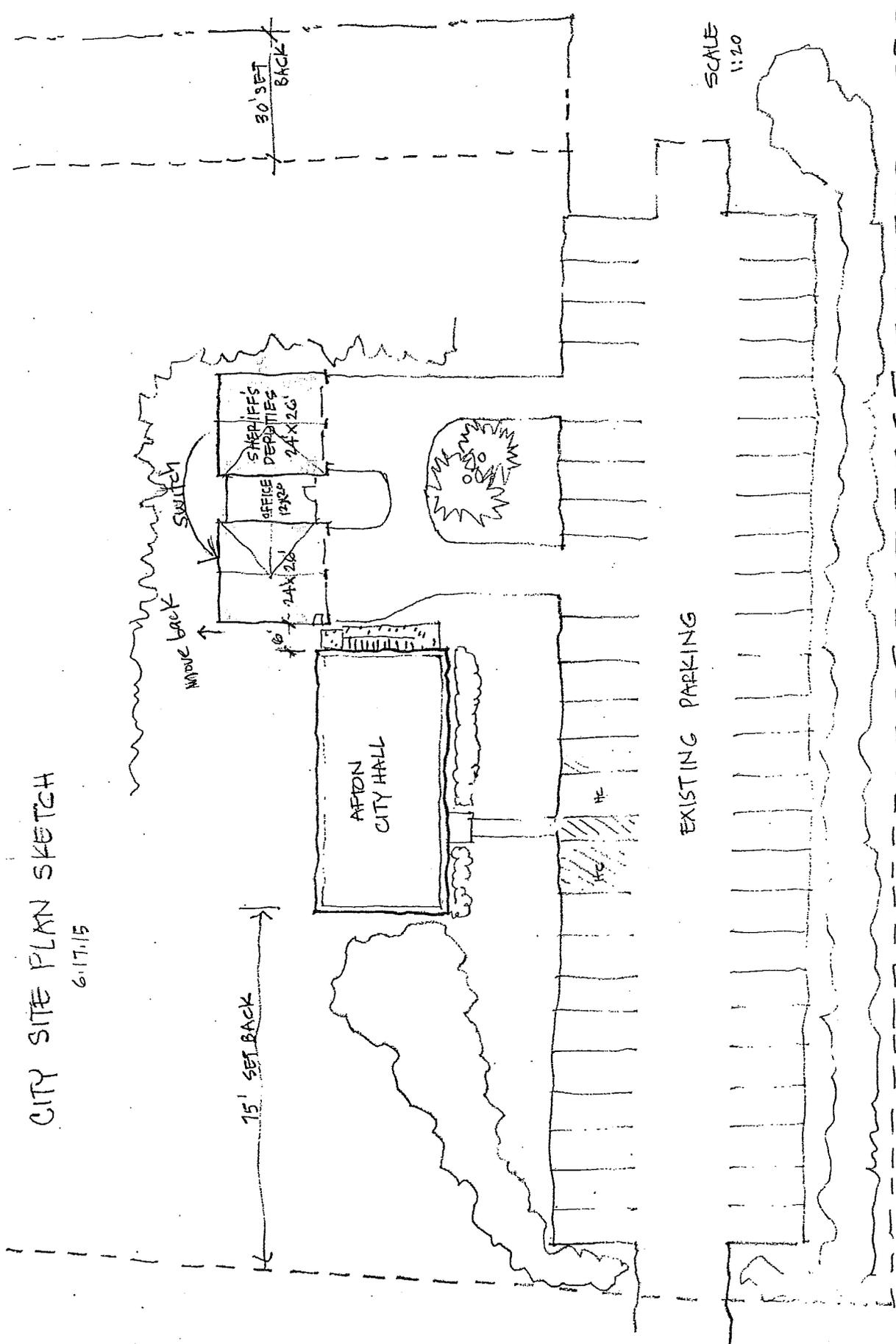


Jim Cox, AIA

Attached: Schematic Site Plan
Sherriff's Space Needs list

CITY SITE PLAN SKETCH

6.17.15



Sheriff's Deputies Space Needs

Two top priorities:

1. 2 squads parked inside
2. Office space

Office space needs

- Desk space for minimum of two deputies
- 2 computers
- Safe for rifles (2.5 feet wide, 2.5 feet deep, 5 feet tall)
- Small fridge
- Small microwave
- Six or seven lockers for deputies (similar in size to full size school lockers)
- Locker for medical supplies
- Internet – one port
- Phone
- TV
- Heating and cooling
- Windows
- Security: Doors with a lock code

Space use

- Deputies will start and end their shift at this space
- Deputies will eat lunch at their desks
- Deputies will use the restroom at City Hall
- No prisoners or suspects will be brought to this space

Garage space needs

- 2 garage stalls
- Minimum 20 foot depth for garage stalls
- Separate overhead doors for each stall
- Heating

City of Afton – Afton Historical Museum/Afton Historical Society

Mt. Hope Cemetery Agreement

This agreement is made and entered into between the City Of Afton (“Afton” or “City”) and the Afton Historical Museum/Afton Historical Society (AHS), a Minnesota non-profit organization, whose address is XX St. Croix Trail, Afton, MN 55001, on XX, 2016.

WHEREAS, Afton desires to contract for the maintenance and restoration of the Mount Hope Cemetery (MHC); and

WHEREAS, AHS desires to provide services to Afton related to the maintenance and restoration of Mount Hope Cemetery in exchange for payment in the amount indicated below.

NOW, THEREFORE, AHS and Afton agree as follows:

- I. **Relationship of Parties:** The parties to this Agreement are not joint venturers, partners, agents nor representatives of each other, and have no legal relationship other than as contracting parties. AHS shall not act or represent or hold itself out as having authority to act as an agent or partner of Afton or in any way bind or commit Afton to any obligations, without the prior written consent of Afton.
- II. **AHS rights and responsibilities:**
AHS shall plan, direct and implement all aspects of the maintenance and restoration of Mount Hope Cemetery (MHC), including but not limited to the following:
 - 1) Maintain historical burial records for MHC.
 - 2) Not allow any burials at MHC beyond those already authorized by Afton.
 - 3) Organize volunteers to maintain the MHC grounds.
 - 4) Optionally seek grants and other funding for restoration of MHC.
 - 5) Contact Afton and nearby residents anytime maintenance work, tours or any known visitors will be on the MHC grounds.
 - 6) The AHS will pay all expenses necessary to maintain the MHC

- 7) Afton agrees to pay AHS \$XX for maintenance and restoration services for the MHC
- 8) AHS agrees to purchase a commercial general liability insurance, providing coverage on an "occurrence," rather than a "claims made" basis, which policy shall include coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), and independent Contractors. Museum shall maintain a combined policy limit of at least \$500,000 per occurrence and \$1,000,000 aggregate, which limits may be satisfied by Museum's basic policy or by the basic policy in combination with umbrella or excess policies so long as the coverage is at least as broad as required herein. Afton shall be named as an additional insured under all such policies.
- 9) AHS shall have the right to access the MHC property as necessary to accomplish the responsibilities set out in this agreement.

III. Afton's responsibilities:

- 1) Adopt an ordinance that regulates the operation and maintenance of the MHC, including not allowing any burials beyond those already authorized by Afton.
- 2) Name AHS as the official custodian of MHC.
- 3) Allow AHS to seek financing for upkeep and possible restoration of MHC.
- 4) Locate and mark the property boundaries of the MHC.
- 5) Pay AHS an annual sum of \$XX for the custodial duties.
- 6) Allow occasional tours of MHC.
- 7) The City of Afton agrees to pay AHS \$XX on an annual basis for the services described above. Any request by AHS for additional funds shall be made in sufficient time to permit the City to terminate this agreement following consideration of the request in the ordinary course at regularly scheduled council meetings and with sufficient time to terminate this agreement pursuant to its terms if the City decides not to provide the funds.
- 8) The City of Afton will carry coverage insuring itself against liability for bodily injury, property damage or personal injury caused by or arising out of its or its appointees', employees' or invitees' acts or omissions while acting in furtherance of providing maintenance and renovation of the MHC and providing access for the public to the MHC.

IV. General Provisions:

- 1) Term of Agreement: This agreement shall be effective from the date first set forth above through the date of termination.
- 2) Termination: This Agreement may be terminated (i) by either party upon breach by the other party of any of the material provisions of this Agreement, which breach remains uncured for twenty (20) days from the date of receipt of written notice from the non-breaching party to the other party specifying such breach; (ii) immediately upon written notice to AHS if AHS engages in unauthorized activities including, but not limited to, unauthorized uses of City Property or City's name or activities which jeopardize the

tax-exempt status of AHS and AHS does not cure within five (5) days upon receiving notice (or without notice or cure period if incurable or the assets of AHS are at risk); (iii) by the mutual written agreement of the parties; or (iv) by either party providing a 180 day written notice of termination.

- 3) Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any non-approved assignment or attempted assignment shall be null and void. *This Agreement is binding upon, and inures to benefit of, the successors and permitted assigns of the parties.*
- 4) Compliance with Laws. Each party may rely on the other party's compliance with all applicable laws. Violation of applicable law by a party which allows or permits said party to take any action under or pursuant to this Agreement which such party would not otherwise have been able to do or take, constitutes a breach of this Agreement.
- 5) Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the faxed signature of the other party.
- 6) Governing Law. The rights and obligations of the parties under this contract are governed by the laws of the State of Minnesota, including the Minnesota Uniform Commercial Code. Minnesota's choice of laws principles do not apply.
- 7) Headings. The headings contained in this Agreement are for convenient reference only, and shall not be considered substantive, nor affect the interpretation of this Agreement.
- 8) Interpretation. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. Any ambiguity shall not be interpreted against the drafting party. The words 'include,' 'includes' and 'including' shall be deemed to be followed by the phrase 'without limitation.' The word 'or' shall be deemed to mean 'and/or.'
- 9) Jurisdiction. APC irrevocably submits to the nonexclusive jurisdiction of any court of the State of Minnesota or the United States of America sitting in either St. Paul or Stillwater, Minnesota, in any action or proceeding arising out of or relating to this Agreement. All claims in respect of such action or proceeding may be heard and determined in any such court. APC irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 10) Modification and Waiver. No modification of this Agreement and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized

representative of the Party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.

- 11) Notices. Any notice permitted or required by this Agreement must be in writing and shall be deemed given when sent by registered or certified mail, return receipt requested, or overnight delivery, and addressed as follows:

City of Afton

P.O. Box 219

Afton, MN 55001

Stan Ross

14616 Afton Boulevard S.

Afton, MN 55001

- 12) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- 13) Successors. Subject to the foregoing, this Agreement shall be binding upon, and inure to benefit of, the successors and permitted assigns of the parties hereto.

- 14) Survival. Any provision of this Agreement that requires performance or grants a benefit after termination of the Agreement shall be deemed to survive the termination of the Agreement.

For Afton

For AHS

Richard Bend, Mayor

Stan Ross

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date February 16, 2016

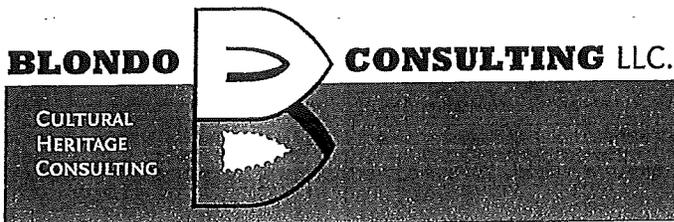
Council Action Memo

To: Mayor Bend and Members of the City Council
From: Ron Moorse, City Administrator
Date: February 15, 2016
Re: Blondo Consulting Expanded Scope of Services

At its September 15, 2015 meeting, the Council authorized Blondo Consulting to assist in preparing correspondence to tribal governments related to the 106 process and to complete an assessment of effects on historical buildings to assist the City in completing the 106 process. This work has been completed. However, the State Historic Preservation Office (SHPO), which is a consulting party in the 106 process, has indicated they want a significantly greater level of investigation on a portion of the historic buildings located where construction will occur directly adjacent to them. Also, SHPO has indicated they want additional investigation of the area adjacent to the Mound where the stormwater pond is planned to be constructed, and a number of tribal governments have expressed questions and concerns regarding the planned construction in the area of the Mound. Blondo Consulting has been and will continue to be an important resource in preparing for and participating in a site visit and consultation meeting with the tribal governments. These activities are beyond the scope of services initially approved by the Council. Attached is an expanded scope of services proposal. Because of the importance of the timing of completing the 106 process, staff has authorized Blondo Consulting to move forward with some of the additional work prior to the Council considering the expanded scope of services proposal. Staff recommends approval of the proposal at a cost not to exceed \$4,000.

COUNCIL ACTION REQUESTED:

Motion regarding the expanded scope of services proposed by Blondo Consulting related to additional work necessary to assist the City in completing the 106 process, at a cost not to exceed \$4,000.



STEVEN J. BLONDO, MA
3939 SAND HILL RD., KETTLE RIVER, MN 55757
218-485-1174 • STEVEN@BLONDOCONSULTING.COM
WWW.BLONDOCONSULTING.COM

February 15, 2016

Mr. Ron Moorse
City Administrator
City of Afton
PO Box 219
Afton, MN 55001

RE: Scope of Work and Fee Proposal: Detailed Evaluation Studies of Standing Structures within APE of Proposed Afton Project and Continued Section 106 and Tribal Consultation Services for the Proposed Afton Waste Treatment Plant, Collection System and Flood Levee Projects, Afton, Washington County,, Minnesota

Dear Ron,

In response to your request, Blondo Consulting, LLC (Blondo Consulting) has prepared the following Scope of Work and Fee Proposal for ongoing assistance with Section 106 completion for the proposed Afton Wastewater Treatment and Collections System, Road Reconstruction, Stormwater Collection System, and Flood Levee Projects. The proposed project is being funded by the Environmental Protection Agency (EPA) through the Minnesota Pollution Control Agency (MPCA) and portions of the projects may be permitted by the U.S. Army Corps of Engineers (USACE). As such, the project is subject to review under Section 106 of the National Historic Preservation Act. Blondo Consulting will continue to assist with agency coordination and consultation associated with this review.

Blondo Consulting has been assisting the City of Afton with Section 106 review. This project will not include any fieldwork and work will be directed by WSB and the City of Afton. This proposal represents continued assistance on Section 106 coordination and project review. Additional evaluation studies have been requested by the Minnesota State Historic Preservation Office in a letter dated December 2015. This proposal refers to those studies.

Task 1. Section 106 Assistance and Coordination

Blondo Consulting will work on behalf of the City of Afton (applicant) to provide assistance and coordination for the completion of the Section 106 review of the downtown improvement projects (Sanitary Sewer Collection System, Stormwater System, Road Reconstruction and Flood Levee Projects). Coordination with agencies including but not limited to State Historic Preservation Office (SHPO), Office of the State Archaeologist (OSA), and USACE. Additional

consultation with the Minnesota Indian Affairs Council and with tribal government representatives has been and will continue to be required. Blondo Consulting will assist with this consultation as required.

COST ESTIMATE (NOT TO EXCEED).....\$1,000.00

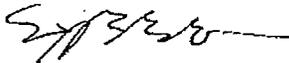
Task 2. Architectural Evaluation and Determination of Effects

Blondo Consulting will complete a detailed evaluation of historic buildings within the downtown Afton Area of Potential Effects (APE) for the Sanitary Sewer Collection System, Stormwater System, Road Reconstruction and Flood Levee Projects. Properties identified as having criteria necessary for eligibility for inclusion on the National Register will be assessed for project effects. The detailed evaluation, and determination of effects will be detailed in a project report which can be submitted to complete Section 106 compliance. The evaluation will be adequate to meet the requirements of the MPCA in consultation with SHPO.

COST ESTIMATE (NOT TO EXCEED).....\$3,000.00

A signed and returned copy of this proposal and general conditions will serve as our authorization to proceed. Fees estimated in this proposal are based on our assumptions that you will authorize this work by March 15, 2016. Blondo Consulting could begin work immediately, and completion of Task 2 is anticipated by Friday February 19. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,



Steven J. Blondo MA
Blondo Consulting, LLC

**BLONDO CONSULTING, LLC
SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made as of the 15 day of February, 2016 between Blondo Consulting, LLC (the "Company"), and City of Afton (the "Client"). The parties agree as follows:

1. **SERVICES.** Upon the terms and subject to the conditions set forth in this Agreement, Blondo Consulting shall provide cultural resources consulting to the Client, the specific scope and nature of which are set forth in the attached Letter Proposal, which is incorporated in to this Agreement by reference (the "Services"). The Client agrees to answer questions and/or supply Blondo Consulting with information and materials that are reasonably necessary or advisable to properly perform the Services. In the event that the scope and/or nature of the Services changes during such time as this Agreement is in effect, with the Client's approval, Blondo Consulting will undertake the performance of the additional and/or modified Services at Blondo Consulting's standard hourly rate(s) and this Agreement shall govern such Services, unless the parties agree to alternate terms by separate written agreement signed by them both.

2. **PAYMENT.** In consideration of the Services, the Client agrees to pay Blondo Consulting according to specific terms set forth in the Letter Proposal. Unless the Letter Proposal states otherwise, Blondo Consulting will prepare and submit to the Client a monthly invoice showing the amounts due under the terms of this Agreement. The Client agrees to pay each invoice within 30 days of receipt. If the Client fails to remit payment in full within 30 days, Blondo Consulting reserves the right to charge interest on the outstanding amount at the rate of no less than 1.25% and no more than the highest, non-usurious rate permitted by law. In addition, upon seven days written notice to the Client, Blondo Consulting may, without liability, suspend services under this Agreement until all invoices have been paid in full. Payments will be credited first to interest and then to principal.

The Client will pay Blondo Consulting on an hourly basis at the applicable rates as set forth in the Letter Proposal. Alternatively, Blondo Consulting may agree to undertake work on a flat-fee basis, and shall pay the portion of the flat-fee due upon the intervals set forth in the Letter Proposal. In addition to the payment of fees for services, the Client agrees to reimburse Blondo Consulting for all non-ordinary, out-of-pocket expenses incurred by Blondo Consulting or its affiliates in connection with the Services rendered by them hereunder, provided, however, that the non-ordinary, out-of-pocket expenses are pre-approved by the Client before Blondo Consulting incurs them.

3. **TERMINATION AND SUSPENSION.** Either party may terminate this Agreement upon providing written notice to the other party of that party's default under this Agreement and the breaching party's failure to cure such default within 30 days of such notice. Blondo Consulting may, without liability, terminate this Agreement upon seven days written notice if (a) Blondo Consulting, in its reasonable discretion, believes that the Client has requested Blondo Consulting to furnish or perform services contrary to Blondo Consulting's responsibilities as a licensed

professional or (b) the Services are delayed or suspended for more than 90 days for reasons beyond Blondo Consulting's control. The Client may terminate this Agreement for convenience, upon 30 days written notice to Blondo Consulting.

The parties acknowledge that the Services required by this Agreement do not include any services related to a Hazardous Environmental Condition, which includes the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If a Hazardous Environmental Condition becomes present at the work site where the Services are to be performed, Blondo Consulting may, without liability, suspend performance of the Services on the portion of the project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

4. **CONFIDENTIALITY.** Each party acknowledges that in connection with this Agreement it may receive confidential or proprietary information of the other party. Each party shall hold such confidential or proprietary information in strict confidence and shall not disclose it to any third party other than as expressly authorized by the disclosing party or as required to perform its obligations under this Agreement. Information in the public domain through no fault of the receiving party shall not be considered confidential for purposes of this Agreement. The parties expressly acknowledge and agree that Blondo Consulting may disclose and otherwise promote the fact of Blondo Consulting's relationship with the Client and information about the nature of the Services performed under this Agreement.

5. **NON-SOLICITATION.** During the term of this Agreement and for a period of one (1) years thereafter, Client shall not hire or otherwise solicit the services of any subcontractor of Blondo Consulting, without Blondo Consulting's express prior written consent. In the event that Client wishes to engage the services of such subcontractor while this restrictive covenant is in effect, Client may do so by contacting Blondo Consulting and negotiating a buyout of the subcontractor's services from Blondo Consulting.

6. **INTELLECTUAL PROPERTY.** Materials that contain the Client's data that Blondo Consulting has obtained or generated as part of the Services shall be the Client's exclusive property. Proprietary processes and constructs developed or created by Blondo Consulting in connection with the Services, including design documents prepared for the Client or furnished to the Client by Blondo Consulting, shall be Blondo Consulting's exclusive property. Blondo Consulting hereby grants the Client an unlimited and perpetual license to use such proprietary processes and constructs.

7. **REPRESENTATIONS AND WARRANTIES.** Blondo Consulting shall use the standard of care and skill ordinarily used by members of the professional archaeological and related services industry practicing under similar circumstances at the same time and in the same locality as the Services subject to this Agreement. Other than as expressly represented in this Agreement, Blondo Consulting makes no warranties and explicitly disclaims warranties of any kind, whether express or implied, under this Agreement or otherwise, in connection with the Services. Client

grants to Blondo Consulting, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Blondo Consulting, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services.

8. **LIABILITY.** Blondo Consulting is not liable for any cost, damage, expense, or loss of Client or any other person or entity arising or resulting, directly or indirectly, from the failure of Blondo Consulting to perform any of the Services described hereunder or the misperformance of any such Services, except to the extent such failure to perform or such misperformance is the result of Blondo Consulting's willful misconduct or gross negligence, in which event Blondo Consulting's liability shall not exceed its fee for such Services hereunder for the period in question.

9. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party from any and all damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party arising out of any breach of the indemnifying party's responsibilities, obligations, representations or warranties under this Agreement. Client specifically acknowledges that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care and, Client shall indemnify and hold Blondo Consulting harmless from claims of any kind and nature related to the alteration of the project site by Blondo Consulting during the provisions of the Services. Each party hereby waives against the other party, including that party's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for entitled to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project. Blondo Consulting's total liability to client under this Agreement shall be limited to the total amount of compensation received by Blondo Consulting under this Agreement.

10. **RELATIONSHIP.** Blondo Consulting is an independent contractor of the Client. This Agreement does not create an employment, agency, partnership, or joint venture relationship as between the parties. In performing the Services set forth in this Agreement, Blondo Consulting will have neither express nor implied power to execute agreements on the Client's behalf or in any manner bind the Client as to any matter not within the scope of this Agreement.

11. **EXCLUSIVITY.** The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. The Client is free to engage, and Blondo Consulting is free to offer and to perform, services of the same or similar nature to the Services under this Agreement.

12. **NOTICES.** All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, via email, facsimile, or US mail return receipt requested and postage prepaid. Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice. Any notice delivered personally, via email or facsimile shall be deemed to have been given on the date it is so delivered, and any notice delivered by US mail

shall be deemed to have been duly given three business days after it is sent to the intended recipient at the address set forth above.

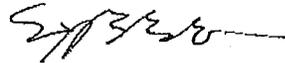
13. **APPLICABLE LAW.** This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota without regard to the conflict of law provisions thereof.

14. **MISCELLANEOUS.** (a) No Waiver. A failure of any party to insist in any instance upon the strict and punctual performance of any provision of this Agreement shall not constitute a continuing waiver of such provision. (b) Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain binding and in full force and effect. (c) Amendment. This Agreement may be amended or modified only by a written instrument signed by each of the parties hereto. (d) Survival. All rights and obligations of the parties to this Agreement, other than the obligation to perform and/or purchase Services, shall survive expiration or termination of this Agreement. (e) Assignment. The Client may not assign, encumber, or transfer its rights or obligations under this Agreement without Blondo Consulting's written consent. (f) Force Majeure. Neither party shall be considered in breach of this Agreement if the party is unable to perform hereunder due to fire, natural disaster, labor dispute, act of God or any other event beyond the party's control. (g) Captions. The numbering and captions in this Agreement are for convenience and reference only. (h) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, either or oral or written with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Afton

BLONDO CONSULTING LLC



BY: _____

BY: Steven Blondo, President