



AGENDA – Monday, December 18, 2017

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order	Mayor Phillips, Council Member Linhart, Council Member McGuire,
And roll call	Council Member Murry, Council Member Hanson & Council Member Kemmer.

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to three minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

CONSENT AGENDA – TAB A

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, December 4, 2017 City Council Meeting
- Payment Approval List for Warrant Registers 57523-57554 & 82662-82725 for \$179,469.31

BUSINESS

- AB 17-72 – RZ 2017-01 Ordinance 948 – **PUBLIC HEARING** - TAB B
- AB 17-73 – DOH Grant for Watershed Control Program – TAB C
- AB 17-74 – Vision Software Purchase for Payroll Portal – TAB D
- AB 17-75 – Ordinance 947 – Amending the Trolley Fees – TAB E
- AB 17-76 – Ordinance 945 – Water, Sewer and Stormwater Rates for 2018 – TAB F
- AB 17-77 – Section of Mayor Pro Tem – TAB G

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- Parks, Streets, Stormwater Report for November
- Wastewater Report for November
- Water Report for November
- After Action Report for Holidays at the Beach
- Charter – Upcoming Price Adjustments

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop. January 2, 2018, January 16, 2018 & February 5, 2018

ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.

TAB - A

LONG BEACH CITY COUNCIL MEETING

December 4, 2017

7:00 CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order; asked for the Pledge of Allegiance and roll call.

ROLL CALL

David Glasson, City Administrator, called roll with C. Linhart, C. Murry, C. Hanson, and C. McGuire present. C. Kemmer was absent.

PUBLIC COMMENT

No comments.

CONSENT AGENDA

Minutes, November 20, 2017 City Council Meeting

Payment Approval List for Warrant Registers 57477-57522 & 82597-82661 for \$171,659.26

C. Linhart made the motion to approve the Consent Agenda. C. Hanson seconded the motion; 4 Ayes, motion passed.

BUSINESS

AB 17-68- 2018 Budget Ordinance 946- **PUBLIC HEARING**

David Glasson, City Administrator, presented the Agenda Bill. Mayor Phillips opened the public hearing at 7:05 p.m. and closed the hearing at 7:06 p.m. with no comments made.

C. Linhart made the motion to adopt Ordinance 946. C. Murry seconded the motion, 4 Ayes, motion passed.

AB 17-69- Resolution 2017-08 Amending the Sewer Comprehensive Plan

Ariel Smith, Community Development Director, presented the Agenda Bill. It has been recommended to the City by the Washington State Department of Ecology that the Sewer Comprehensive Plan be amended to incorporate the Biosolids Engineering Report as part of Chapter 9, Biosolids Management Alternatives. This resolution authorizes that action and addresses the comment made by DOE.

C. Linhart made the motion to approve Resolution 2017-08 amending the 1999 Sewer Comprehensive Plan, specifically Chapter 9 Biosolids Management Alternatives. C. Hanson seconded the motion, 4 Ayes, motion passed.

AB 17-70- EDC Contract for Technical Services

David Glasson, City Administrator, presented the Agenda Bill. This is the annual contract the city has with the EDC for technical services. The EDC would like to have the Council approve this agreement and have the Mayor sign. This is the same amount that was requested in 2017 and what has been incorporated into the 2018 budget.

C. Linhart made the motion to authorize the Mayor to sign the agreement. C. Hanson seconded the motion; 4 Ayes, motion passed.

AB 17-71- Gray & Osborne Contract Amendment for Engineering Services
David Glasson, City Administrator, presented the Agenda Bill. The Department of Ecology has notified the City that they will no longer allow the City to apply biosolids on the current site. Gray & Osborne has been working with the city throughout this process and will need additional funds to prepare the General Biosolids Permit Application for the new forest site.

C. Linhart made the motion to authorize the Mayor to sign the contract amendment. C. Hanson seconded the motion, 4 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- October Report for Parks, Streets and Stormwater
- Sales Tax Collections
- Lodging Tax Collections
- Police Chief's Report for November

Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2017 - December - First

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
57523	Bell, Helen S	12/5/2017	\$295.95
57524	Binion, Jacob	12/5/2017	\$1,771.25
57525	Booi, Kristopher A	12/5/2017	\$1,383.66
57526	Gilbertson, Bradley K	12/5/2017	\$1,408.77
57527	Goulter, John R.	12/5/2017	\$2,107.39
57528	Hanson, Natalie	12/5/2017	\$266.95
57529	Huff, Timothy M.	12/5/2017	\$1,535.23
57530	Kaino, Kris	12/5/2017	\$1,015.75
57531	Kemmer, Hollie L	12/5/2017	\$266.95
57532	Kemmer, Larry L	12/5/2017	\$1,338.63
57533	Linhart, Steven P	12/5/2017	\$266.95
57534	Luethe, Paul J	12/5/2017	\$1,951.53
57535	McGuire, Tina M	12/5/2017	\$266.95
57536	Miller, Matt W	12/5/2017	\$1,210.11
57537	Mortenson, Tim	12/5/2017	\$2,741.10
57538	Murry, Del R	12/5/2017	\$266.95
57539	Padgett, Timothy J	12/5/2017	\$1,434.48
57540	Quitner, Jonathan H	12/5/2017	\$958.70
57541	Williams, David L	12/5/2017	\$415.26
57542	Wood, Matthew T	12/5/2017	\$1,488.83
57543	Wright, Flint R	12/5/2017	\$2,526.37
57544	Zuern, Donald D.	12/5/2017	\$2,070.39
57545	AFLAC	12/5/2017	\$426.65
57546	Association of WA Cities	12/5/2017	\$26,694.41
57547	City of Long Beach - Fica	12/5/2017	\$12,658.66
57548	City of Long Beach - FWH	12/5/2017	\$9,870.08
57549	Council Gift Fund	12/5/2017	\$60.00
57550	Dept of Labor & Industries	12/5/2017	\$1,620.15
57551	Dept of Retirement Systems	12/5/2017	\$15,040.46

57552	Dept of Retirement Systems Def Comp	12/5/2017	\$1,830.00
57553	Massmutual Retirement Services	12/5/2017	\$475.00
57554	Teamsters Local #58	12/5/2017	\$200.00
82662	Cline, Kevin	12/1/2017	\$119.84
82663	Tangly Cottage Garden	12/1/2017	\$604.80
82664	GE Analytical Instruments, Inc	12/6/2017	\$679.48
82665	Loyalty Days	12/6/2017	\$190.00
82666	NW Pump & Equipment Co.	12/7/2017	\$219.56
82667	Melng, Casey	12/8/2017	\$19.99
82668	Bardonski, Cory	12/13/2017	\$11.72
82669	Campbell, Matt	12/13/2017	\$110.52
82670	Cline, Kevin	12/13/2017	\$103.79
82671	Custer, Kimberlee	12/13/2017	\$11.72
82672	Jewell, Kyle	12/13/2017	\$35.17
82673	Nagy, Branden	12/13/2017	\$35.17
82674	Phillips, John	12/13/2017	\$11.72
82675	Talancon, Vicente	12/13/2017	\$11.72
82676	Williams, David	12/13/2017	\$23.45
82677	Brown, Cody	12/13/2017	\$20.00
82678	Cozby, Cosmo	12/13/2017	\$10.00
82679	Shepard, Daryl	12/13/2017	\$50.00
82680	Active Enterprises, Inc.	12/14/2017	\$623.72
82681	Airgas USA LLC	12/14/2017	\$36.42
82682	AlSCO-American Linen Div.	12/14/2017	\$137.64
82683	Beach Batteries	12/14/2017	\$17.26
82684	Bonney, Matt	12/14/2017	\$51.79
82685	Ced - Consolidated	12/14/2017	\$327.29
82687	Chevron & Texaco Business Card Services	12/14/2017	\$2,500.00
82688	City of Long Beach	12/14/2017	\$1,239.42
82689	Cottage Bakery	12/14/2017	\$112.81
82690	Dennis Company	12/14/2017	\$430.20
82691	Englund Marine Supply	12/14/2017	\$143.65
82692	Evergreen Septic Inc	12/14/2017	\$178.00
82693	Ford Electric	12/14/2017	\$4,836.91
82694	Iron Mountain	12/14/2017	\$117.95
82695	L.N. Curtis & Sons	12/14/2017	\$99.18
82696	Lawson Products, Inc.	12/14/2017	\$404.18
82697	Long Beach Commercial Security	12/14/2017	\$707.67
82698	MANSFIELD ALARM CO, INC	12/14/2017	\$522.42
82699	Neopost USA Inc	12/14/2017	\$500.00
82700	Northwest Motor Service	12/14/2017	\$9,179.57
82701	Oman & Son Builders	12/14/2017	\$402.63
82702	Oregon Festival & Events Association	12/14/2017	\$125.00
82703	Pacific Art & Office Supply	12/14/2017	\$56.78
82704	Peninsula Sanitation	12/14/2017	\$779.85
	Peninsula Visitors Bureau	12/14/2017	\$19,057.74

<u>82705</u>	Penoyar, Joel	12/14/2017	\$2,200.00
<u>82706</u>	Penoyar, William	12/14/2017	\$1,000.00
<u>82707</u>	Public Utility District 2	12/14/2017	\$97.89
<u>82708</u>	Radio Shack	12/14/2017	\$28.04
<u>82709</u>	Sid's Iga	12/14/2017	\$37.58
<u>82710</u>	Solutions Yes	12/14/2017	\$351.22
<u>82711</u>	South District Court	12/14/2017	\$2,587.79
<u>82712</u>	STAPLES ADVANTAGE	12/14/2017	\$560.21
<u>82713</u>	Sterling Codifiers, Inc	12/14/2017	\$500.00
<u>82714</u>	SUNSET AUTO PARTS, INC	12/14/2017	\$1,548.60
<u>82715</u>	Total Battery & Auto	12/14/2017	\$159.30
<u>82716</u>	U.S. Cellular	12/14/2017	\$87.18
<u>82717</u>	Unum Life Insurance	12/14/2017	\$71.70
<u>82718</u>	Usa Blue Book	12/14/2017	\$3,595.37
<u>82719</u>	Visa	12/14/2017	\$2,041.83
<u>82720</u>	Vision Municipal Solutions	12/14/2017	\$15,949.79
<u>82721</u>	Wadsworth Electric	12/14/2017	\$2,878.17
<u>82722</u>	Western Display Fireworks	12/14/2017	\$1,500.00
<u>82723</u>	Wilcox & Flegel Oil Co.	12/14/2017	\$1,590.92
<u>82724</u>	World Kite Museum	12/14/2017	\$963.43
<u>82725</u>	Water Music Festival	12/14/2017	\$1,000.00
	Total		\$179,469.31
	Grand Total		\$179,469.31

TAB - B



**CITY COUNCIL
AGENDA BILL
AB 17-72**

Meeting Date: December 18, 2017

AGENDA ITEM INFORMATION

**SUBJECT: Case No. RZ
2017-01: Proposed
Reclassification of the
North side of 5th NW from
S1-Shoreline Single-
Family to S2-Shoreline
Multi-Family. Public
Hearing and Possible
Ordinance Adoption**

COST: N/A

		<i>Originator:</i>
Mayor		
City Council		
City Administrator		
City Attorney		
City Clerk		
City Engineer		
Community Development Director		AS
Finance Director		
Fire Chief		
Police Chief		
Streets/Parks/Drainage Supervisor		
Water/Wastewater Supervisor		
Other:		

SUMMARY STATEMENT: The applicant has submitted an application on behalf of 6 residents that live on the North side of 5th NW that want the opportunity to use their home as a vacation rental. If this reclassification were approved vacation rentals are only allowed by conditional use permit in the S2 zone. Therefore, each property owner would have to go through that process and allow the City/Hearing Examiner to apply conditions to the approval. The south side of 5th St NW is currently zoned S2 and the city doesn't receive complaints regarding operating vacation rentals in that area. To rezone the parcels, the City is required to conduct two public hearings, one conducted by the Planning Commission (this occurred December 12, there were two people that made comment, Richard Silcox and Robbie Wright), and the other conducted by the Council. Both the Commission and Council are required to consider the matter (staff report as presented to the Planning Commission attached), and the Commission is required to make a recommendation to the Council; that Commission recommendation has been made and is attached. The City Council must consider public input as well as the recommendation of the Planning Commission, make findings, and decide the matter. If the Council decides to rezone the parcel, it must adopt an ordinance to do so. Ordinance No. 948 (attached) would enact this reclassification and change the City of Long Beach Zoning Map and the amend the Comprehensive Plan – Future Use Map. The text of the zoning code does not need to be revised. The Appearance of Fairness Doctrine applies to this quasi-legislative decision.

RECOMMENDED ACTION: Conduct public hearing, and either approve or deny rezone 2017-01 Ordinance No. 948.

City of Long Beach
Department of Community Development

STAFF REPORT

TO: Long Beach Planning Commission

SUBJECT: Application to Reclassify North Side of 5th Street NW from S1 – Shoreline Single-Family to S2 – Shoreline Multi-Family and Revise the City’s Zoning Map
Case No. RZ 2017-01: North side of 5th Street NW

APPLICANT: Robbie Wright

SITE ADDRESS: See attached location map

DATE: December 12, 2017

BACKGROUND

The applicant has identified twelve lots, including one that is owned by Washington State. The applicant owns and operates Bloomer Estates, a vacation rental property management company that services many properties throughout the peninsula. Various owners have contacted him to represent them and their properties on this street. He has contacted most property owners and has letters of support from those willing. Those letters are attached and should be considered part of this report. This would require revisions to the zoning code text, the City’s zoning map, and the Comprehensive Plan.

PROPERTY DETAILS

Property Address and Location: This application applies to the properties on the north side of 5th St NW, including all lots between 218 5th St NW, and 308 5th St NW plus an additional lot on the very west end that belongs to Washington State (see attached location map).

Comprehensive Plan Future Land Use Map Designation: Single-Family Residential

Shoreline Master Program: Rural Residential Environment

Zoning: S1 – Shoreline Single-Family, applicant seeking to reclassify that to S2 – Shoreline Multi-Family.

Site Description: The site consists of thirteen lots, one of which belongs to the City of Long Beach, and is zoned Shoreline Conservancy, which would not change. The westernmost lot belongs to Washington State and would most likely never be developed.

That leaves eleven lots that would be affected by such a request. Most of the properties are developed, with only two lots that are undeveloped.

Vicinity Characteristics:

AREA	LAND USE PLAN	ZONING	EXISTING CONDITIONS
NORTH	Shoreline Single Family	S1	Residential
SOUTH	Shoreline Multi Family	S2	Residential
EAST	Single Family Residential Restricted	R1R	Single family residences
WEST	Shoreline Conservancy	S4	Undeveloped

Utilities and Services:

- Water: City of Long Beach
- Sewer: City of Long Beach
- Transportation: Pacific Highway, transit downtown Long Beach
- Public Education: Ocean Beach School District
- Electricity: At site, Pacific County PUD No. 2
- Stormwater and
- Drainage: City of Long Beach, storm line runs down 5th St NW
- Cable: Available from Charter Communications and several satellite providers
- Solid Waste: Available from Peninsula Sanitation
- Police and Fire: City of Long Beach Police and City of Long Beach Fire Departments
- Medical and
- Emergency Facilities: City of Long Beach EMS, Medix Ambulance Service, and Ocean Beach Hospital District No. 3
- Library: Timberland Regional Library in Ilwaco and Ocean Park
- Public Parks and
- Recreation Area(s): Numerous park and recreation areas within the City of Long Beach and within Pacific County including this site
- Public Transit: Pacific Transit System available including Dial-A-Ride

Flood Zone: Zone A0 - 100-year shallow

PROCEDURAL INFORMATION

Authorizing Ordinances

City Code **Section 12-2-3** vests the City Council with the authority to approve or deny applications for reclassification of property zoning, upon public hearings being conducted by both the Planning Commission and the Council. Both the Commission and Council must evaluate such a request against seven (7) criteria (see analysis, below), both must make findings, and the Commission must make a recommendation to the Council.

Procedural Requirements, Preliminary Plat: Requirements for acting on rezones (reclassifications) of the type sought under this case are set forth in City Code **Section 12-3-3 (A) through (G)**.

Process Schedule

Dec 1, 2017: Notice of Application and of Hearings distributed to all property owners located within 300 feet of the subject property

Dec 1-Dec 15: Public comment period

Dec 6 & Dec 13: Public Notice published in the Chinook Observer

Dec 12: Hearing at Planning Commission Meeting

Dec 18: Hearing at City Council Meeting

PUBLIC COMMENTS

As of the date of the printing of this staff report (December 7, 2017), there has been one public comment received and it is attached. The deadline for comments is December 15, 2017.

ANALYSIS

Pursuant to City Code **Section 12-3-3(D)**, the Commission and Council must consider seven (7) criteria when evaluating a requested property-specific zoning reclassification.

The analysis below is intended as input to the Planning Commission's independent analysis and decision. The following analysis includes evaluation of the proposed property reclassification (rezone) relative to the seven required criteria.

-
1. The reclassification is substantially related to public health, safety, or welfare.

This reclassification specifically reflects the opportunity for homeowners to apply for a conditional use permit and possibly rent their second home as a vacation rental. This allows the homeowners to invest in properties that they could possibly recoup some costs. Rentals are in high demand within City limits; therefore, this reclassification could possibly help address some of that demand. The proposed reclassification meets this criterion.

2. The reclassification is warranted due to changed circumstances, or due to the need for additional land supply in the proposed land use zone classification, or the proposed zoning classification is appropriate for reasonable development of the subject property.

The reclassification is warranted due to changes in circumstances. Originally this area was designed specifically for long-term rentals or full-time residents. The south side of the street is already designated as S2 and allows for vacation rentals by conditional use permit. This reclassification would give the property owners more options, making the land more lucrative and attractive. To gain this use, the owners would still have to go through the conditional use permit process which would identify and address a multitude of conditions that are permanently tied to that permit. The proposed reclassification meets this criterion.

3. The affected property is suitable for development in general conformance with zoning standards under the proposed land use zone classification.

*Pursuant to City Code **Section 12-8B-2**, permitted uses in the S2 – Shoreline-Multi Family Residential zone include single-family dwelling and two-family dwellings. Pursuant to City Code **Section 12-8B-3**, conditional uses in the S2 zone include vacation rentals, multi-family dwellings and group dwellings. The intent of the applicant is to allow the property owners the option to apply for a conditional use permit for a vacation rental. This use, through a conditional use permit, is completely compatible with Shoreline Multi-Family zoning, and the proposed reclassification meets this criterion.*

4. The reclassification will not be materially detrimental to uses or properties in the immediate vicinity of the subject property or incompatible with such uses.

This is something that can be argued either way. The intent of this application and rezone is to allow an opportunity for homeowners to apply for a conditional use

permit and possibly allow vacation rentals. This is allowed directly across the street on the south side of 5th St NW. The City doesn't receive complaints regarding the vacation rentals that are currently operating and using that access. The proposed reclassification meets this criterion.

5. The reclassification has merit and value for the community as a whole.

The opportunity for vacation rentals brings more itinerant lodging inside Long Beach City limits. It will also create more revenue from lodging tax, and possibly more sales tax with tourists staying in town versus outside of City limits. Each vacation rental would also require its own business license, again another possible revenue source under this reclassification. The proposed reclassification meets this criterion.

6. The text amendment or reclassification is in accord with the comprehensive plan.

Comprehensive Goal 2-8 states: Provide clear development standards for itinerant lodging and amenities. One of the strategies for implementing that goal is Strategy 2-8-c: Coordinate, facilitate and regulate short-term stay options for visitors to have minimal impact to the City's permanent residents. Reclassification of the properties would allow the City to continue to implement this strategy. While this property would be classified multi-family rather than single-family, the possibility of more itinerant lodging being mandated through the conditional use process allows for the City to attach specific conditions of the permit. Strategy 2-8-d: Coordinate the management of vacation rentals or short-term rentals in the City and work with owners and public service providers such as the police and firefighters to develop a set of acceptable standards and practices for renters and owners. Consider requiring City licenses for vacation rentals, with requests reviewed by all appropriate building and public safety departments. This reclassification supports this strategy by requiring a special use permit uses that would affect current residents. The proposed reclassification meets this criterion.

7. The text amendment or reclassification complies with all other applicable criteria and standards of the Long Beach City Code.

Staff has determined that the Critical Areas Ordinance and SEPA do not apply to this reclassification. However, the Shoreline Management Program does apply in this case. Both the S1 – single-family and S2 – multi-family are considered rural residential environment with the SMP. Staff has reviewed the Long Beach City

Code relative to this proposed reclassification and finds the proposal does not fundamentally conflict with City Code, Comprehensive Plan or the Shoreline Master Program. The Comprehensive Plan – Future Land Use Map would be amended if this reclassification were to be approved. The proposed reclassification meets this criterion.

SUGGESTED FINDINGS

Staff provides the Planning Commission of the City of Long Beach, Washington the following suggested findings of fact as input to the Commission's own evaluation of Case No. RZ 2017-01. Staff recommends the Commission make the following affirmative findings:

1. Case No. RZ 2017-01 complies with relevant portions of the City's Comprehensive Plan, adopted via Ordinance 838, as may be amended.
2. Case No. RZ 2017-01 complies with relevant portions of the City's Zoning Regulations, adopted via Ordinance 849, as may be amended.
3. Case No. RZ 2017-01 complies with relevant portions of the City's Shoreline Master Program, adopted via Ordinance 941, as may be amended.

SUGGESTED ACTION

Based on the analysis and suggested findings of fact, above, staff recommends the Planning Commission make a recommendation to the Long Beach City Council to APPROVE case No. RZ 2017-01.

ATTACHMENTS

1. Location map
2. Application
3. Letters from property owners – public comment
4. S1 zoning information and S2 zoning information

City of Long Beach Planning Commission

MEMORANDUM

TO: Long Beach City Council

SUBJECT: Recommendation Regarding Case No. RZ 2017-01
Reclassify Zoning of the North Side of 5th ST NW from S1 – Shoreline Single-Family to S2 – Shoreline Multi-Family

FROM: Long Beach Planning Commission
Curtis Epping, Chair
Kathleen Graham
William Stidham
Thomas Werner
John Nechvatal

DATE: December 13, 2017

HONORABLE MAYOR AND MEMBERS OF THE COUNCIL:

On behalf of the Planning Commission, it is my privilege to forward our recommendation regarding reclassification (rezoning) of the area known as 5th St NW – North Side from the S1 – Shoreline Single-Family zone to the S2 – Shoreline Multi-Family. Pursuant to **section 11-2A-1(A)** of the Long Beach City code, the Planning Commission has conducted a public hearing on the matter, considered the matter, made findings, and offers the Council our recommendation. Pursuant **section 12-3-3(D)**, the findings made by the Commission are as follows:

1. The reclassification is substantially related to the public health, safety, and welfare; and
2. The reclassification is warranted due to changed circumstances, specifically, the property has been obtained by the City and is and will continue to be used for public purposes; and
3. The property is suitable for development in general conformance with zoning standards under the proposed land use zone classification of S2– Shoreline Multi-Family; and
4. The reclassification will not be materially detrimental to uses or properties in the immediate vicinity as, in order for a property owner to obtain a conditional use permit they would have to go through the public process allowing the City and Hearings Examiner to attach conditions of approval to the permit; and
5. The reclassification has merit and value for the community as a whole by allowing the possibility of providing more itinerant lodging within City limits and new revenue sources; and
6. The reclassification is in accord with the comprehensive plan; and
7. The reclassification complies with all other applicable criteria and standards of the Long Beach City Code.

It is the Commission's understanding the City will conduct a second public hearing, consider the matter including this Commission's recommendation, and make the final determination regarding this proposed zoning reclassification.

The Commission recommends the Council APPROVE RECLASSIFICATION of 5th ST NW – North Side from S1 – Shoreline Single-Family to the S2 – Shoreline Multi-Family, and ADOPT the mechanism necessary to accomplish this rezone.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis Epping", written in a cursive style.

Curtis Epping, Chair

ORDINANCE No. 948

**AN ORDINANCE OF THE CITY OF LONG BEACH, PACIFIC COUNTY,
WASHINGTON, PROVIDING FOR RECLASSIFICATION OF ZONING FOR
ASSESSOR'S PARCEL NUMBERS 10111623245, 10111623265, 10111623264,
10111623257, 10111623263, 10111623317, 10111623259, 10111623267, 10111623246,
10111623270, 10111623268, AND PROVIDING FOR THE REPEAL OF ALL
ORDINANCES IN CONFLICT**

WHEREAS, the Applicant desired to reclassify the parcels from their current zoning designation S1 – Shoreline Single-Family to S2 – Shoreline Multi-Family to allow for property owners to apply for conditional uses allowed under the S2 zoning and,

WHEREAS, the Long Beach Planning Commission made required public notification and conducted a public hearing, considered the matter, made findings, and made recommendations to the City Council; and,

WHEREAS, the Long Beach City Council made required public notification and conducted a public hearing, considered the matter, and considered the planning Commission's recommendation; and,

WHEREAS, the City Council adopts the following Finding of Fact:

1. The reclassification is substantially related to the public health, safety, and welfare; and
2. The reclassification is warranted due to changed circumstances, specifically, the property owners seek to obtain a condition use permit allowable under the Shoreline Multi-Family zoning; and
3. The property is suitable for development in general conformance with zoning standards under the proposed land use zone classification of Shoreline Multi-Family; and
4. The reclassification will not be materially detrimental to uses or properties in the immediate vicinity as, in order for a property owner to obtain a conditional use permit they would have to go through the public process allowing the City and Hearings Examiner to attach conditions of approval to the permit; and
5. The reclassification has merit and value for the community as a whole by allowing the possibility of providing more itinerant lodging within City limits and new revenue sources; and
6. The reclassification is in accord with the comprehensive plan; and
7. The reclassification complies with all other applicable criteria and standards of the Long Beach City Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONG BEACH DOES
ORDAIN AS FOLLOWS:**

Section 1. Parcel Zoning Reclassified

Assessor's Parcel Number 10111623245, 10111623265, 10111623264, 10111623257, 10111623263, 10111623317, 10111623259, 10111623267, 10111623246, 10111623270, 10111623268, shall be reclassified from the Shoreline Single-Family zoning district to the Shoreline Multi-family zoning district. Any development of the parcel shall comply with the guidelines, laws, and regulations of the City of Long Beach that apply to the Shoreline Multi-Family zoning district, and the Zoning Map and Comprehensive Plan Future Use Map shall be revised to reflect this reclassification.

Section 2. Severability Clause.

If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 3. Repeal of conflicting ordinances

All existing Ordinances are hereby repealed insofar as they may be in conflict with this ordinance.

Section 4. Effective Date.

This Ordinance shall be in full force and effect five days from and after its passage, approval, and publication in the manner required by law.

Passed this 18th day of December 2017.

AYES

NAYS

ABSENT

ABSTENTIONS

Jerry Phillips, Mayor

ATTEST:

Helen Bell, City Clerk



Case No. RZ 2017-01
Robbie Wright
North side of 5th ST NW
Reclassify from S1 – Shoreline Single Family to S2 – Shoreline Multi-Family



APPLICATION FOR DEVELOPMENT APPROVAL

Return to Long Beach City Hall, 115 Bolstad Avenue West, PO Box 310, Long Beach, WA 98631

APPLICATION TYPE

- Short Plat Boundary Line Adjustment Binding Site Plan Variance
 Long Plat Conditional Use Special Use Other TREZONE

APPLICANT INFORMATION

Name ROBBIE WRIGHT Telephone _____
 Mailing Address _____ Fax _____
 _____ E-mail _____

PROPERTY OWNER INFORMATION (if different)

Name SEE ATTACHED Telephone _____
 Mailing Address _____ Fax _____
 _____ E-mail _____

PROPERTY INFORMATION

Site Address _____ Plat Name _____
 Section _____ Township _____ Range _____ Lot _____ Block _____ Acres _____ Zoning _____
 Lender _____ Telephone _____
 Current/Prior Use of Property _____

PROJECT INFORMATION

Architect/Designer _____ License/Cert _____ Telephone _____
 Engineer _____ License _____ Telephone _____
 Surveyor _____ License _____ Telephone _____

- Design Review Required? Yes (separate application required) No
 SEPA Checklist Required? Yes (must be submitted w/ application) No

Project Type (check or fill in all that apply)

- Single Family Residential # of lots _____
 Multi-Family Residential # of dwelling units _____
 Commercial type _____ building square feet _____
 Other Non-Residential type _____ building square feet _____

- Does the proposal create a new tax parcel or divide property ownership? Yes No
 Is the subject property located within 200 feet of any surface water? Yes No
 Does the proposal involve or require crossing or filling of any wetland, drainage system, or ditch? Yes No
 Is the property located in an area subject to flooding? Yes No
 Are there existing structures or infrastructure or utilities on the property? Yes No
 Does the proposal require displacement, removal, or placement of materials in excess of 50 cubic yards? Yes No
 Does the proposal change the existing land use classification of the subject property? Yes No

NOTE: The City of Long Beach assumes no responsibility to notify applicants of state or Federal permit requirements. If you believe your project may require a state or Federal permit, relay that information to the Long Beach Community Development Department.

ATTESTATION: I hereby certify that I prepared or directed preparation of this application, and that to the best of my knowledge the information provide is complete, accurate, and a true representation of the proposal. I understand the City of Long Beach relies on the representations made herein in determining whether this application may be approved, and that false, inaccurate (including missing) information may result in severe consequences, including and not limited to the removal at my expense of any site improvement constructed under this application. I further attest that I have legal authority to submit this application, and I agree to comply with any and all conditions of approval related to this development proposal.

APPLICANT SIGNATURE [Signature] DATE 11/27/2017

OWNER SIGNATURE N/A DATE _____

Office Use Only Received by [Signature] Amount of fee paid 11695
 Date 11/27/17 Project No. 17 207-11

November 27th, 2017

Dear City of Long Beach Council Members and Staff,

A group of homeowners approached me to represent them in the application process for rezoning from S1 to S2 the South side of 5th Street Northwest. With the rezoning to S2, these owners would like the option to allow for vacation rentals with a conditional use permit.

We count 9 homes and 2 empty lots on the South Side of 5th Street NW which would be impacted by this change.

Attached are three letters, signed by owners of 4 of the houses (two of the homes represented are year-round residents) with their reasons for wanting to rezone to S2.

We have at least one other owner who would like to see the street rezoned, but as of this writing, we are waiting for their letter of support.

We want to thank you for your time and attention to this matter and are hopeful you agree with the residents and homeowners of 5th Street NW that rezoning is a net positive for the residents, the community and the City of Long Beach.

Sincerely,


Robbie Wright

Owner, Bloomer Estates Vacation Rentals and The Seaview Laundromat

4910 Pacific Way

Seaview, WA 98644

November 2nd, 2017

Dear Long Beach Planning Commission,

As the full time residents of the North side of 5th Street Northwest, we would like to lend our full support to rezoning our street to S2 in order to allow for vacation rentals under a conditional use permit.

The reasons we are supportive of rezoning are:

- 1) **Fairness:** The South side of 5th Street NW is zoned S2 and has four year round vacation rentals. To our North, 6th street has Tinker House, a vacation rental that sleeps over 20 people. In short, we are surrounded by vacation rentals. It only seems fair that we should also have the option, should we choose, to rent our homes on a short term basis.
- 2) **Resale value:** We worry that if we decide to sell our homes someday, people wanting to buy an investment property will not be interested as they cannot rent short term. Those people that prefer a residential house, will not be interested, because, as we mentioned above, we are surrounded by short term rentals.
- 3) **Zero issues:** We have seen zero issues over the past several years with the four managed homes on the South side of 5th street. We have had issues with friends and relative of absentee owners including: loud parties, fireworks, excessive cars and garbage.
- 4) **Good for the city of Long Beach:** We believe vacation rentals provide a net benefit to the city of Long Beach as the city can collect more tax revenue and permit fees from the rentals, as well as draw more tourists to Long Beach where they spend money to support local businesses.
- 5) **Good for the owners:** We believe that allowing us the option for a vacation rental with a special use permit is in our best interests. When we retire, we may need the extra revenue a vacation rental can provide, either through monthly income, or through an outright sale of our home.

Again, we are the only full time residents on the South side of 5th street, and can attest to the lack of issues with the short term rentals. We are hopeful you will approve the rezoning to S2 for the reasons above.

Sincerely,

Signed

Address

Phone number

Mitzi McCombs Fraley 294 5th St, NW 971-313-4510
mitzi mcombs Fraley

Donald D. Scalf 224 5th St NW 360 931-2920
4 360 642-0828

November 22, 2017

Dear City of Long Beach Washington Council Members and Staff,

We strongly support and request your support of rezoning the North side of 5th Street NW to S2 to allow for vacation rentals.

We believe that rezoning is beneficial to the community, to businesses, and to all homeowners. For the community, vacation rentals bring in new visitors and future long-term residents. If we are allowed to rent our home on a short-term basis, the proceeds will be used for repairs, maintenance and upgrades. Nicer well-maintained homes help all home values increase and keep the neighborhood from decline.

For businesses and the City of Long Beach the benefit is obvious as our guests will simply walk to down town Long Beach to spend their vacation money, providing more income to the local business owners and more tax revenue for the city.

Finally, for homeowners we believe having the ability to sell a house as a residential home and as an investment property will increase the value of all homes on this street.

We do not believe there are any issues with rentals causing undue traffic or speeding. The issues we have witnessed for speeding on 5th Street NW is from non-residents trying to find beach access on our street.

In any case, we are confident a good rental agency can handle any and all issues with renters-whereby today, when there are problems, we have only the police to call.

For the benefit of the community, local businesses and to all homeowner on 5th Street NW we hope you will approve rezoning the North side to S2.

Thank you for your time and consideration.

Sincerely,

Owners 308 5th St NW

Chad F Olafson



Vicki Olafson



Mark Michaels



November 16, 2017

Dear City of Long Beach Washington Council Members and Staff,

I would like to share my reasoning for asking you to support a zoning change on our street.

We have been owners of our house for 18 years and love Long Beach and, in particular, 5th Street. We raised our kids here and want nothing but the best for the town and our neighborhood. The ability to add to the welfare of the community by allowing rental on both sides of our street is significant.

In economic terms it is a major opportunity. Most of the homes on 5th Street NW are weekend-only homes, and owners are unable to make it out to Long Beach for more than a few magic weekends a year. That leaves the houses vacant, vulnerable to theft, and adds very little to the town's economy.

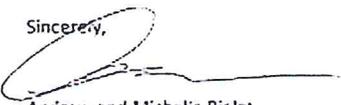
However, when friends and, if approved, renters visit they nearly all spend their time in the restaurants, souvenir stores, go-karts, museum, bakery, kite shop, candy store, arcade and attending the events. They are tourists visiting with the intention of spending money. Rather than getting a marginal spend on a few weekends, the town would without a doubt be receiving 10, 20 or even 30 more weeks of heavy spending. That's thousands of dollars in revenue for businesses in town and clam licenses for the community. The visitors use more gas, water and electricity generating more revenues.

From our perspective as property owners, the value of our homes will increase and the rental income will help us maintain and improve our properties year-round. That leads to a better neighborhood and more people interested in Long Beach as their favorite beach destination. Taxes will increase as assessed values increase and we can offset our additional costs with income from the property.

I have heard that some object to letting the north side rent because it would be more traffic. We don't believe there is any factual basis for that. No one has specifically identified who is speeding, and in our experience, vacation rental guests are incredibly respectful of neighbors.

We strongly support and request your support of zoning our side of the street to match the South side—to allow for conditional use permitted vacation rentals.

Sincerely,


Andrew and Michelle Bielat

306 5th St NW

Long Beach, WA 98631



Becky and Richard Silcox
302 5th Street NW
Long Beach, WA 98631
503-244-7719

December 7, 2017

City of Long Beach
Attn: Ariel Smith
Department of Community Development
P. O. Box 310
Long Beach, WA 98631

Re: Notice of Application – Case No. RZ 2017-01: Rezone from S1 – Shoreline Single-Family to S2 – Shoreline Multi-Family and Enactment of Ordinance No. 948 for 5th Street NW

Dear Long Beach Department of Community Development,

This letter is to express our thoughts and feelings on the above action. Robbie Wright from Bloomer Estates property management, who does not own a home nor is a property owner on 5th Street NW, is requesting this variance for his own personal gain. He has solicited all the home owners on the north side of 5th Street NW. He contacted us by phone, attempting to entice us to sign off on the rezoning in order to be able to rent out properties on the north side of the street.

When we purchased our home back in 2011, we knew our side, the north side of 5th Street NW, was zoned as single – family and that we would not be able to rent out our property. We knew this when we purchased our home, along with EVERYONE else who has purchased a home or property on the north side of the street on 5th Street NW. This was set up by the City of Long Beach a long time ago for a reason and we all knew this was the case when we all purchased our homes or properties. With all of the current rentals, on the south side of 5th Street NW, as well as the rentals on 6th Street NW, there is enough rental availability already in our area.

Mr. Wright was attempting to give us his sells pitch about doing the rezoning, stating there would be no issues with having renters and that we would be able to profit by doing this. He feels by having rentals on our side of the street it would dramatically increase our resale

expense of all of us not being able to enjoy the home we have purchased in the community in which we have started to immerse ourselves. We want to retire here and even be a bigger part of the community than we currently are. We would like to be able to live on our street knowing our actual neighbors, not people without names and the problems that will move in and out each weekend.

Thank you for considering our feeling on this issue and we are in hopes you will NOT rezone the north side of 5th Street NW, our home.

Thank you,

Becky and Richard Silcox

Becky and Richard Silcox
10005 SW 71st Place
Portland, OR 97223
503-244-7719

To: The City of Long Beach Department of Community Development

This letter is in regard to Case # RZ 2017-01 where Robbie Wright has applied to rezone part of 5th Street on the North side to S-2. This would allow residents to apply for conditional use permits, which in turn allows them to rent their homes as vacation rentals.

I Richard Magnett strongly suggest that the city to allow **all** properties along 5th Street, both North and South sides of the street, West of Ocean Beach Blvd to be rezoned to S-2. If the entire street cannot be rezoned to include all properties, I would suggest to not make any changes at all. I feel excluding only 4 or 5 houses but allowing everyone else on the street would be unfair to some of the neighborhood property owners.

Please notify me of any action taken.

A handwritten signature in black ink, appearing to read "Richard Magnett Jr.", written in a cursive style.

Richard Magnett Jr.

Po box 946

Scappoose, Oregon 97056

ARTICLE A. S1 SHORELINE SINGLE-FAMILY RESIDENTIAL DISTRICT

12-8A-1: INTENT:

The intent of the S1 shoreline single-family residential district is to provide for a low density, residential neighborhood in keeping with the historical beach village character and to provide for such community services and facilities to serve the area's population while subject to restrictions to protect, preserve and enhance the values of shoreline property. The S1 shoreline single-family residential district partially implements the single-family residential land use designation in the Long Beach comprehensive plan, and the rural residential environment of the shoreline master program. (Ord. 849, 8-17-2009)

12-8A-2: PERMITTED USES:

A. Principal uses:

Adult family home, six (6) or fewer beds.

Single-family dwellings. (Ord. 849, 8-17-2009)

B. Accessory uses and structures:

Family daycare home, six (6) or fewer children.

Home occupations.

Private accessory living quarters attached to a principal structure or in a detached accessory building for the sole use of the occupant or temporary guests.

Private garages and private recreational vehicle storage buildings.

Private (noncommercial) greenhouses, woodsheds, and toolsheds.

Private swimming pools, hot tubs, saunas, and tennis courts.

Small wind generation facilities, subject to the provisions of section [12-11-22](#) of this title.

Solar energy facilities, subject to the provisions of section [12-11-21](#) of this title. (Ord. 849, 8-17-2009; amd. Ord. 891, 4-13-2013)

12-8A-3: CONDITIONAL USES:

Bed and breakfast, not more than fifteen (15) guestrooms.

Churches.

Cooperative (state registered).

Daycare center, seven (7) or more children.

Governmental or municipal structures, uses or facilities.

Parks, recreational areas and facilities.

Schools. (Ord. 849, 8-17-2009; amd. Ord. 891, 4-13-2013; Ord. 900, 6-16-2014; Ord. 931, 10-3-2016)

12-8A-4: STANDARDS:

A. Lots:

1. Lot Size: The minimum lot size is ten thousand (10,000) square feet. Construction on lots platted prior to the effective date hereof, with less than ten thousand (10,000) square feet, will be permitted where total lot coverage does not exceed sixty percent (60%) and where all setback requirements can be met.
2. Lot Coverage: No more than sixty percent (60%) of any lot shall be covered by structures and/or impermeable surfaces.
3. Setback Requirements:
 - a. Front yard: Ten feet (10') minimum.
 - b. Side yard: Five feet (5') minimum.
 - c. Rear yard: Ten feet (10') minimum.
 - d. Corner lots: Shall have a ten foot (10') minimum setback on each street side and a five foot (5') minimum setback at other property lines.

B. Building Height: The maximum height of a structure shall be thirty five feet (35'), except the maximum height of an accessory building with a gross floor area of less than two hundred (200) square feet shall be fifteen feet (15').

C. Signs: As provided in [chapter 14](#), including article A, of this title.

D. Parking: As provided in [chapter 12](#) of this title.

E. Design Review: All new construction, additions and exterior alterations in this district are subject to design review, as provided in [chapter 10](#) of this title.

F. Landscaping: As provided in [chapter 13](#) of this title.

G. Accessory Building Size: The total square footage of all accessory buildings shall not exceed eight hundred (800) square feet or ten percent (10%) of the total lot area, whichever is greater but in no case more than one thousand two hundred (1,200) square feet. (Ord. 849, 8-17-2009)

ARTICLE B. S2 SHORELINE MULTI-FAMILY RESIDENTIAL DISTRICT

12-8B-1: INTENT:

The intent of S2 shoreline multi-family residential district is to provide for a medium density, residential neighborhood character and to provide for community services and facilities that will serve the area's population. Development is subject to restrictions to protect, preserve, enhance, and contribute to both the values of significant environmental features and the historical beach village character. The S2 shoreline multi-family residential district partially implements the MDR medium density residential land use designation of the Long Beach comprehensive plan and the rural residential environment of the shoreline master program. (Ord. 849, 8-17-2009)

12-8B-2: PERMITTED USES:

A. Principal uses:

Adult family home, six (6) or fewer beds.

Multi-family dwellings, four (4) or fewer units.

Single-family dwellings.

Two-family dwellings. (Ord. 849, 8-17-2009)

B. Accessory uses and structures:

Family daycare home, six (6) or fewer children.

Home occupations.

Private accessory living quarters attached to a principal or in a detached accessory building for the sole use of the occupant or temporary guests.

Private garages and private recreational vehicle storage buildings.

Private (noncommercial) greenhouses, woodsheds, and toolsheds.

Private swimming pools, hot tubs, saunas, and tennis courts.

Small wind generation facilities, subject to the provisions of section [12-11-22](#) of this title.

Solar energy facilities, subject to the provisions of section [12-11-21](#) of this title. (Ord. 849, 8-17-2009; amd. Ord. 891, 4-13-2013)

12-8B-3: CONDITIONAL USES:

Bed and breakfast, not more than fifteen (15) guestrooms.

Churches.

Daycare center, seven (7) or more children.

Governmental or municipal structures, uses or facilities.

Group dwellings.

Multi-family dwellings, five (5) or more units total on a single lot.

Nursing homes and convalescent centers, seven (7) or more beds.

Parks, recreational areas or facilities.

Schools.

Vacation rentals. (Ord. 849, 8-17-2009; amd. Ord. 891, 4-13-2013)

12-8B-4: STANDARDS:

A. Lots:

1. Lot Size:

- a. The minimum lot size for a single-family dwelling unit shall be ten thousand (10,000) square feet.
- b. The minimum lot size for multi-family dwelling units shall be ten thousand (10,000) square feet for the first dwelling unit, plus two thousand (2,000) square feet for each additional dwelling unit. Where multiple principal buildings are constructed on a property, there shall be ten thousand (10,000) square feet of lot area for the first of each subsequent four (4) units, or fraction thereof. (Ord. 891, 4-13-2013)
- c. Construction of detached, single-family homes on lots platted prior to the effective date hereof, with less than ten thousand (10,000) square feet, will be permitted where total lot coverage does not exceed sixty percent (60%) and where all setback requirements can be met.

2. Lot Coverage: No more than seventy five percent (75%) of any lot shall be covered by structures and/or impermeable surfaces.

3. Setback Requirements:

- a. Front yard: Ten feet (10') minimum.
- b. Side yard: Five feet (5') minimum.
- c. Rear yard: Ten feet (10') minimum.
- d. Corner lots: Shall have a ten foot (10') minimum setback on each street side, and a five foot (5') minimum setback at other property lines.

B. Building Height: The maximum height of a structure shall be thirty five feet (35'), except the maximum height of an accessory building with a gross floor area of less than two hundred (200) square feet shall be fifteen feet (15').

C. Signs: As provided in [chapter 14](#), including article A, of this title.

D. Parking: As provided in [chapter 12](#) of this title.

E. Design Review: All new construction, additions and exterior alterations shall be subject to design review as provided in [chapter 10](#) of this title.

F. Landscaping: As provided in [chapter 13](#) of this title.

G. Living Space: The minimum living space per multi-family residence is seven hundred twenty (720) square feet. (Ord. 849, 8-17-2009)

H. Density: The maximum number of dwelling units allowed per building is four (4). More than one two-family and/or multi-family structure may be placed on a lot. Multiple single-family residences are only permitted as group dwellings. (Ord. 891, 4-13-2013)

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 17-73**

Meeting Date: December 18, 2017

AGENDA ITEM INFORMATION		
SUBJECT: Department of Health Grant for the Watershed Control Program	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: \$30,000 grant money	Water/Wastewater Supervisor	
<p>SUMMARY STATEMENT: The City has been awarded \$30,000 in grant funds to complete a Watershed Control Plan that can be incorporated into the City's Water Comprehensive Plan. This plan identifies water quality impacts, completes a Forest Management Plan, and evaluates current conditions.</p>		
<p>RECOMMENDED ACTION: Authorize the Mayor to execute the grant agreement with the Department of Health for \$30,000.</p>		

Federal Funding Accountability and Transparency Act Data Collection Form

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Department of Health (DOH) also encourages registration with the System for Award Management (SAM) to reduce data entry by both DOH and your organization. You may register with SAM free of charge at federalcontractorregistry.com. Information about your organization and this contract will be reported by DOH to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

SUBRECIPIENT

1. Legal Name City of Long Beach	2. DUNS Number 024684466												
3. Principle Place of Performance													
3a. City Long Beach	3b. State WA												
3c. Zip+4	3d. Country												
4. Are you registered in SAM? <input type="checkbox"/> YES (skip to signature block. Sign, date and return) <input type="checkbox"/> NO													
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. <input type="checkbox"/> NO (skip to signature block. Sign, date and return) <input type="checkbox"/> YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name Of Official</th> <th style="width: 30%;">Total Compensation</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </tbody> </table>		Name Of Official	Total Compensation	1.		2.		3.		4.		5.	
Name Of Official	Total Compensation												
1.													
2.													
3.													
4.													
5.													
<p>Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.</p>													

By signing this document, the Authorized Representative attests to the information.

Signature of Authorized Representative	Print Name	Date

The Department of Health will not endorse your sub-award until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number

21379

Project Description:

The City of Long Beach will prepare a Watershed Control Program according to tasks outlined in the SOW listed in the Source Water Protection Grant.

Funding for this Grant will support City of Long Beach to develop a Watershed Control plan, with detailed evaluation of all items outlined in WAC 246-290-135(4). Some tasks include; evaluating existing watershed conditions such as, bug infestation, forest management, properties in the watershed, risk of fires & bug infestations, disturbances contributing to water quality challenges ect . . .

Instructions for Sub-award Project Description:

In the first line of the description provide a title for the sub-award that captures the main purpose of the subrecipients work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.



GVL23179

Grant Agreement

between

Department of Health

and

City of Long Beach

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GRANT FACE SHEET
Grant Number: GVL23179

Washington State Department of Health (DOH)

1. Grantee City of Long Beach 115 Bolstad Ave W, Long Beach, WA 98631		2. Grantee Doing Business As (optional)	
3. Grantee Representative Ariel Smith Community Development Director 360-642-4421 asmith@longbeachwa.gov		4. Department of Health Representative Corina Hayes PO Box 47822 Olympia, WA 98504-7822 360-236-3114 Corina.Hayes@doh.wa.gov	
5. Grant Amount \$30,000	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> FFATA Form Required: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		7. Start Date DOE
		8. End Date 6/30/18	
9. Federal Funds (as applicable)		Federal Agency Environmental Protection Agency	CFDA Number 66.468
10. Tax ID # 91-6001455	11. SWV # 0018431-00	12. UBI # 252-000-463	13. DUNS # 024684466
14. Grant Purpose The outcome of this performance-based agreement is to prepare a Watershed Control Program, as referenced in <i>Attachment III - Project Scope of Work</i> .			
DOH, defined as the Department of Health or its successor agency, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: <i>Grant Terms and Conditions, Attachment I - Federal Compliance and Standard Federal Certifications and Assurances, Attachment II - EPA Administrative and Programmatic Conditions, and Attachment III - Project Scope of Work</i>			
FOR THE GRANTEE		FOR THE DEPARTMENT OF HEALTH	
_____ Authorized Signature		_____ Department of Health Contracting Officer Signature	
_____ Print Name		_____ Print Name	
_____ Title		_____ Date	
_____ Date NOTE: THE GRANTEE'S SIGNATURE IS ALSO REQUIRED ON ATTACHMENT III, FEDERAL COMPLIANCE & STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES (see pages 25 & 28)			

"Approved as to Form: Sandra Adix, Assistant Attorney General, March 25, 2014"

GRANT TERMS AND CONDITIONS

THIS GRANT entered into by and between Washington State Department of Health (hereinafter referred to as DOH), and **City of Long Beach** (hereinafter referred to as the Grantee), WITNESSES THAT:

WHEREAS, under chapter 70.119A RCW, DOH and its Secretary are authorized to administer drinking water programs and, under RCW, 70.119A.070 to enter into contracts to carry out the chapter's purposes; and

WHEREAS, DOH has awarded the Grantee a Source Water Protection Assistance grant; and

WHEREAS the Grantee will be a subrecipient of funds provided by the United States Environmental Protection Agency, CFDA Number 66.468, Title: Safe Drinking Water State Revolving Fund Federal Grant Award.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for DOH and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

DOH shall pay an amount not to exceed **\$30,000** for the costs necessary for or incidental to the performance of work as set forth in the *Attachment III: Project Scope of Work*.

3. PURPOSE

DOH and the Grantee have entered into this Grant to undertake a local project that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Grantee and will include the activities described in *Attachment III - Project Scope of Work*. The project must be undertaken in accordance with all applicable federal, state and local laws and ordinances.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. DOH is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT INPUTS

The Grantee may be reimbursed, at the rate set forth elsewhere in this Grant, for the Project expenditures in the following cost categories:

A. Source Water Protection costs identified in *Attachment III: Project Scope of Work*.

6. BILLING PROCEDURES AND PAYMENT INPUT

DOH shall reimburse the Grantee for eligible project expenditures up to the maximum payable under this Grant. When requesting reimbursement for costs incurred or expenditures made, the Grantee shall submit a signed and completed Invoice Voucher, referencing the *Attachment III: Project Scope of Work* activity performed, and any appropriate documentation. The Invoice Voucher must be certified by a representative of the Grantee with authority to bind the Grantee.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. DOH will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, DOH shall promptly remit a warrant to the Grantee.

The final Invoice Voucher payment shall not occur prior to the completion of all project activities as identified in *Attachment III: Project Scope of Work*. DOH will retain a sum not to exceed ten percent (10%) of the grant amount until all project activities are complete and a Report is submitted by the Grantee, per Section 7.

The Grantee shall submit all Invoice Vouchers and any required documentation to:

Office of Drinking Water
Department of Health
PO Box 47822
Olympia, WA 98504-7822

DOH will pay the Grantee upon acceptance of reports documenting work on the project and receipt of properly completed invoices, which shall be submitted to DOH not more often than monthly.

Payment shall be considered timely if made by DOH within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by DOH.

Duplication of Billed Costs: The Grantee shall not bill DOH for work performed under this Grant, and DOH shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including other grants, for such work.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

7. COMPLETION REPORT AND FINAL PAYMENT

The Grantee will submit the Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the grant amount including the ten percent (10%) retainage, as described in Section 6. DOH shall not make the final Invoice Voucher payment prior to the Grantee's completion of all project activities identified in *Attachment III: Project Scope of Work* and DOH's receipt and acceptance of the Completion Report.

8. REPORTS

The Grantee shall furnish DOH with Project Status Reports when submitting Invoice Vouchers (as described in Section 6), Quarterly Progress Reports at the end of each quarter, a Report at project completion (as described in Section 7), and other reports as DOH may reasonably require. Grantee's failure to file required reports may result in termination of this Grant.

9. **INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give DOH thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to DOH within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.

The Grantee shall provide, at DOH's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that DOH will be provided thirty (30) days advance written notice of cancellation.

Grantees and Local Governments that Participate in a Self-Insurance Program. Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from DOH, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from DOH, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to DOH a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk

management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations, including but not limited to federal law as set forth in the *Federal Compliance and Standard Federal Certifications and Assurances, Attachment I*.
- *General Terms and Conditions*
- *Attachment III – Project Scope of Work*
- *Disadvantaged Business Enterprise Requirements*

11. SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE

In the event Grant funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, DOH may give notice to Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to Grantee to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to Grantee's representative. Grantee shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Grantee gives notice to DOH that it cannot resume performance, the parties agree that the Grant will be terminated retroactive to the original date of termination. If the date Grantee gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Grant will be terminated retroactive to the original date of termination.

12. TERMINATION FOR FRAUD OR MISREPRESENTATION DISINCENTIVE

In the event the Grantee commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant, DOH reserves the right to terminate or amend this Grant accordingly, including the right to recapture all funds disbursed to the Grantee under the Grant.

13. DEFINITIONS

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "DOH" shall mean the Department of Health or its successor agency.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- D. "Start Date" and "Date of Execution" shall mean the later date of signature by the authorized representative of both parties.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of the work under this Grant under a separate contract or grant with the Grantee. The terms "subgrantee" includes any contractor or subcontractor retained by the Grantee to perform work on the project in any tier. Unless an express agreement is entered into between DOH and a subgrantee, no contractual relationship is established between DOH and a subgrantee of the Grantee. The Grantee is required to ensure compliance by any subgrantee with those applicable terms and conditions stated herein.

14. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by DOH.

15. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

16. ALLOWABLE COST

Allowable Cost shall mean an expenditure which meets the test of the Uniform Guidance (2 CFR 200) (see "I. Federal Compliance"). The most significant factors affecting allowability of cost are; 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under state or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420.

17. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

18. APPROVAL

This Grant shall be subject to the written approval of DOH's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

19. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of DOH.

20. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

21. AUDIT

A. General Requirements

The Grantee will procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

DOH reserves the right to recover from the Grantee all disallowed costs resulting from an audit. As applicable, Grantees required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to DOH requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

22. COMPETITIVE BID REQUIREMENTS

Pursuant to 40 CFR, Section 33.501(b) and (c), the Grantee also agrees to create and maintain a bidders list for both Disadvantaged Business Enterprises (DBE) and Non-Disadvantaged Business Enterprises (non-DBE). The purpose of a bidders list is to provide the recipient and entities receiving identified grants who conduct competitive bidding with as accurate a database as possible about the universe of DBE and non-DBE prime and subcontractors. The list must include all firms that bid or

quote on prime contracts, or bid or quote subcontracts on Environmental Protection Agency assisted projects, including both DBE and non-DBE. The bidders list must be kept at least until the grant project period has expired and the recipient is no longer receiving Environmental Protection Agency funding under the grant. For grantees receiving identified grants, the bidders list must only be kept until the project period for the identified grant has ended. The following information must be obtained from all prime and subgrantees: entity's name with point of contact; entity's mailing address, telephone number, and e-mail address; the procurement on which the entity bid or quoted, and when; and entity's status as a DBE or non-DBE.

The Grantee agrees to provide Environmental Protection Agency Form 6100-2 DBE Subcontractor Participation and Environmental Protection Agency Form 6100-3 DBE Subcontractor Performance to all its Disadvantaged Business Enterprise subcontractors.

The Grantee shall require Disadvantaged Business Enterprise provisions are contained in all contracts with any subcontractors for work or services related to the declared **SCOPE OF WORK**.

23. CONTRACTS

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

- (a) Provides the goods and services within normal business operations;
- (b) Provides similar goods or services to many different purchasers;
- (c) Normally operates in a competitive environment;
- (d) Provides goods or services that are ancillary to the operation of the Federal program; and
- (e) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

24. NON-COMPLIANCE

Non-compliance. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

25. RISK ASSESSMENT

"Risk Assessment" shall mean (2 CFR 200.331(b)) DOH is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- (a) The subrecipient's prior experience with the same or similar subawards;
- (b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
- (c) Whether the subrecipient has new personnel or new or substantially changed systems; and

- (d) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

26. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

By signing this Contract, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the Central Contractor Registration (CCR) database at the System for Awards Management (SAM) website. To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to the Board.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, the DOH reserves the right to suspend payment until the Contractor cures this noncompliance.

27. SPECIAL CONDITIONS

"Specific Conditions"

- (a) The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with paragraphs (b) and (c) of this section, under the following circumstances:
- (1) Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
 - (2) When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
 - (3) When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
 - (4) When an applicant or recipient is not otherwise responsible.
- (b) These additional Federal award conditions may include items such as the following:
- (1) Requiring payments as reimbursements rather than advance payments;
 - (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - (3) Requiring additional, more detailed financial reports;
 - (4) Requiring additional project monitoring;
 - (5) Requiring the non-Federal entity to obtain technical or management assistance; or
 - (6) Establishing additional prior approvals.
- (c) The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:
- (1) The nature of the additional requirements;
 - (2) The reason why the additional requirements are being imposed;
 - (3) The nature of the action needed to remove the additional requirement, if applicable;
 - (4) The time allowed for completing the actions if applicable, and
 - (5) The method for requesting reconsideration of the additional requirements imposed.
- (d) Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

28. SUBRECIPIENT

"Subrecipient" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

29. FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires DOH to report subawards of \$25,000 or more. If marked on the Face Sheet, this grant is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

If this applies, information about Grantee's organization and this grant will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form is considered part of this grant and must be completed and returned along with the grant document.

30. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

31. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with DOH's Office of Drinking Water Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

32. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

33. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

34. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, DOH, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, DOH, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees. The Grantee shall require this same waiver of its immunity from any Subgrantee.

36. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or DOH. The Grantee will not hold itself out as or claim to be an officer or employee of DOH or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

37. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

38. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

39. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

40. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

41. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

42. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

43. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or DOH's name is mentioned, or language used from which the connection with the state of Washington's or DOH's name may reasonably be inferred or implied, without the prior written consent of DOH.

44. RECAPTURE DISINCENTIVE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, DOH reserves the right to recapture funds in an amount to compensate DOH for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by DOH. In the alternative, DOH may recapture such funds from payments due under this Grant.

45. RECORDS MAINTENANCE OUTPUT

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

46. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

47. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by DOH, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

48. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, DOH may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

49. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

50. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant, if it obtains the prior written approval of DOH.

If DOH approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, DOH in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to DOH if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to DOH for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that DOH and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

51. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

52. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

53. TERMINATION FOR CAUSE / SUSPENSION DISINCENTIVE

In event DOH determines that the Grantee failed to comply with any term or condition of this Grant, DOH may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, DOH upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, DOH may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow DOH to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when DOH determines that the Grantee did not fail to comply with the terms of the Grant or when DOH determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

54. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant DOH may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, DOH shall be liable only for payment required under the terms of this Grant for work satisfactorily performed and invoiced s prior to the effective date of termination.

55. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by DOH, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, work, or facilities related to the Grant;
- C. Assign to DOH all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of DOH; and
- D. Preserve and transfer any materials, Grant deliverables and/or DOH property in the Grantee's possession as directed by DOH.

Upon termination of the Grant, DOH shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH shall pay any withheld amount to the Grantee if DOH later determines that loss or liability will not occur.

The rights and remedies of DOH under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

56. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of DOH.

FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

1. **UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive

the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
 Office of Grants Management
 WA State Department of Health
 PO Box 47905
 Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

ATTACHMENT I

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

ATTACHMENT I

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
- PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of

1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

Administrative Conditions

1. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

2. Recycled Paper

INSTITUTIONS OF HIGHER EDUCATION HOSPITALS AND NON-PROFIT ORGANIZATIONS:

In accordance with 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

STATE AGENCIES AND POLITICAL SUBDIVISIONS:

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION AND NON-PROFIT ORGANIZATIONS:

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

STATE TRIBAL AND LOCAL GOVERNMENT RECIPIENTS:

In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

3. Lobbying

ALL RECIPIENTS:

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

PART 30 RECIPIENTS:

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

4. Lobbying and Litigation

ALL RECIPIENTS:

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

5. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

6. Drug-Free Workplace Certification for all EPA Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov>.

7. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

8. Reimbursement Limitation

If the recipient expends more than the amount of federal funding in its EPA approved budget in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse the recipient for costs incurred in excess of the EPA approved budget.

9. Trafficking in Persons

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient.*

 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

10. Trafficking Victim Protection Act of 2000 (TVPA) as Amended.

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

11. DUNS and CCR Requirements (Updated 8/1/12)

A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

12. Subawards

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

13. Civil Rights Obligations

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Pre award Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

14. Disadvantaged Business Enterprise Requirements

General Compliance, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

15. Payment to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j), as applicable, for additional information.

As of January 1, 2017, the limit is \$622.72 per day \$77.84 per hour.

NOTE: For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions

1. Electronic and Information Technology Accessibility

Recipients and subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

2. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

Federal Assistance Agreement Funds Up To \$200,000

Recipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement.

Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Don Matheny, Quality Assurance Manager, at (206) 553-2599 or email: Matheny.Don@epa.gov.

3. Sufficient Progress

DOH may terminate the assistance agreement for failure of the subrecipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. DOH will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

4. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement **99083916** to Washington Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. Copyrighted Material

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 5, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

6. Program Income

If program income is generated, the recipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the recipient and shall be added to funds committed to the project by EPA and the recipient, and shall be used to further eligible project objectives.

7. Minority and Women-Owned Business Enterprise (MBE/WBE) Fair Share Objectives and Reporting

Subrecipients are held to the same requirements as the recipient of the EPA Grant and must accept the

ATTACHMENT II - EPA ADMINISTRATIVE & PROGRAMMATIC CONDITIONS

MBE/WBE fair share objectives/goals negotiated with EPA by the Washington Office of Minority and Women's Business Enterprises as follows:

MBE: PURCHASED GOODS 8%, PURCHASED SERVICES 10%, PROFESSIONAL SERVICES 10%
 WBE: PURCHASED GOODS 4%, PURCHASED SERVICES 4%, PROFESSIONAL SERVICES 4%

By accepting this financial assistance the subrecipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as, Washington Office of Minority and Women's Business Enterprises.

Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting period is from October 1 to September 30, and upon contract completion. Reports are due to DOH 15 calendar days after the end of each reporting period.

1. Procurement Made By (check box)			2. Business Enterprise (check box)		3. \$ Value of Procurement	4. Date of Purchase MM/DD/YY	5. Type of Product or Services * (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Subrecipient	Prime	Minority	Women				

*Type of product or service codes: **1 = Construction 2 = Supplies 3 = Services 4 = Equipment**

ATTACHMENT III PROJECT SCOPE OF WORK & BUDGET

	Item Description	Federal Funding Source #1	Federal Funding Source #2
1	<p>Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov Click on the web address above and then click on "search records" tab and enter the subrecipient's name in the "Quick Search" box, then press enter</p>	City of Long Beach	Click here to enter text.
2	<p>Subrecipient DUNS Number: www.SAM.gov A 9 digit number that can be found on the web address above.</p>	024684466	Click here to enter text.
3	<p>Federal Award Identification Number (FAIN): If a FAIN number is not specifically listed, use "Grant Number" listed on the notice of award.</p>	99083916	Click here to enter text.
4	<p>Federal Award Date: Date the federal grant award was issued or the date in the "Date of Award" section on the Federal Notice of Award. (this is not the project or budget period).</p>	8/10/16	Click here to enter text.
5	<p>Start and End Date of the DOH contract: Found in the "Period of Performance" section of the contract. (If the start date in the period of performance section is listed as the date of execution (DOE) then refer to the signature page for the date of the last party to sign).</p>		
6	<p>Amount of Federal Funds Obligated by this action: Increase or decrease in federal funds for this subaward agreement only.</p>	\$30,000	Click here to enter text.
7	<p>Total Amount of Federal Funds Obligated to the subrecipient by DOH for this subaward (per funding source): Total amount of all federal funds given to the subrecipient for each federal funding source identified.</p>	\$30,000	Click here to enter text.
8	<p>Total Amount of the Federal Award to DOH: ADDs.net Total of the federal funds awarded to DOH for each federal funding source identified. For total funds awarded to DOH go to the Grants Status Report available by clicking on the ADDS.net link above</p>	\$22,807,250 (Federal \$18,233,000 Match \$4,574,250)	Click here to enter text.
9	<p>Project description as listed on the FFATA form: This can be found on the FFATA form</p>		
10	<p>Name of Federal awarding agency: List both the federal agency and the awarding division (i.e. HHS/Centers for Disease Control and Prevention) Found in the Notice of Award</p>	US EPA/ DOH-Env Public Health	Click here to enter text.
11	<p>Name of the pass-through entity: For grants awarded directly from the federal government to DOH, list "Washington State Department of Health". For grants subawarded to DOH by other state agencies, list the agency's name.</p>	WA State Dept of Health	Click here to enter text.
12	<p>Contact information for awarding official – Statement of Work: Name of DOH Program's Contract Manager(s) or project coordinator (this is not the DOH Contract Specialist).</p>	Corina Hayes	Click here to enter text.
13	<p>Contact information for awarding official – General Contact: dohcon.mgmt@doh.wa.gov Use the email address listed above.</p>		
14	<p>CFDA Number: Catalog of Federal Domestic Assistance (CFDA) – a five digit number (i.e. 55.555) found on the notice of award.</p>	66.468	Click here to enter text.

ATTACHMENT III PROJECT SCOPE OF WORK & BUDGET

15	<p>CFDA Name: www.cfd.gov</p> <p>Click on the web address above, then enter the 5-digit CFDA number on the right hand side in the "keyword or program number" box and hit enter or "search".</p>	Safe Drinking Water State Revolving Fund	Click here to enter text.
16	<p>Is the award Research & Development?</p> <p>Usually "no". Check the grant application or notice of award to see if the award is for research and development.</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
17	<p>The limiting indirect cost rate for the Federal award, if any:</p> <p>Usually "N.A.", however DOH does have a handful of grants which do have this limitation. If there is a limitation, it will be specified in the award document. Check the grant application or notice of award for an approved indirect rate.</p>	N/A	Click here to enter text.
18	<p>Certifications and Assurances – all requirements imposed on the subrecipient by the federal awarding agency:</p> <p>The contract boilerplate covers all standard certifications and assurances.</p>		
19	<p>Are there any additional requirements imposed by the pass through entity (DOH) to meet its own responsibilities to the awarding agency:</p> <p>If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the "Statement of Work" section of the contract.</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
20	<p>Indirect Rate: DOH Grant Website</p> <p>Check with entity. If your contract allows indirects, you must use the subrecipient approved indirect rate received by DOH and posted on the DOH Grant website link above. If the entity is using the 10% De Minimis indirect rate, this will be listed in the attached document when you click on the entity's information.</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
21	<p>Access to Subgrantee's accounting records:</p> <p>All subrecipients are required to make their accounting records available and accessible to the awarding agency. You can find this requirement in the "Records Maintenance" section of the contract.</p>		
22	<p>Closeout Requirement:</p> <p>(1) submit all final billings within 60 days of the end of the contract (This is required per standard contract language)</p> <p>(2) submit all required program reports and deliverables within 60 days (This is required per standard contract language)</p> <p>(3) dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements)</p> <p>(4) additional DOH program specific contract closeout requirements: (If applicable, see SOW for additional closeout requirements)</p>		

ATTACHMENT III PROJECT SCOPE OF WORK & BUDGET

Project Description:

The City will prepare a Watershed Control Program. The primary water source for the City's impoundments are springs. However, surface runoff from the surrounding watershed impacts the water quality of the City's water source. The City owns approximately 145 acres of the 800-acre watershed to the Yeaton-Baker impoundment, Dohman Creek impoundment, and the Matticks Creek. Commercial timber companies and the State of Washington own the remainder of the watershed.

The Watershed Control Plan will include all items identified in the scope of work activities and the following:

- A review of the entire watershed.
- Identify the most sensitive areas within the watershed; propose specific management strategies, for the city to implement to protect water quality and watershed health.
- Identify ways the City can work with watershed landowners.
- Describe existing and future activities that have or may degrade water quality.
- Identify management actions needed on the City property to maintain or improve water quality.
- The plan will include a forest management for the City's property that includes an evaluation of timber.
- Evaluation of necessary and appropriate road network development, and management to allow for selective thinning as needed to support forest health and water quality.

Scope of work activities:

Develop a Watershed Control plan that includes a detailed evaluation of all items outlined in WAC 246-290-135(4) and specifically addressed the following items:

Task 1: Evaluate existing conditions: current ownership, all existing agreements between city and watershed landowners. Determine and evaluate any forest practice activities existing or planned within the watershed; and obtain copies of existing forestry management plans for properties within the watershed.

Task 2: Complete a comprehensive forest management plan to include: evaluation of the health and timber age of the city's property and proposed management activities that will support forest health and water quality by reducing risk of fires and bug infestation and consider the activities and plans of other landowners. If thinning or selective harvest are determined to be beneficial an analysis of appropriate access locations and road construction and decommissioning recommendations shall be included.

Task 3: Complete a comprehensive review of the watershed, identify areas most sensitive to disturbances or likely to contribute to water quality challenges. Identify existing or future activities that can influence water quality. Describe current forest practice requirements and outline a forest practice application review process for the City to follow. Identify ways the City can further engage with watershed landowners prior to forest practice applications. Identify any activities that will mitigate existing water quality concerns. Provide recommendation about communication and development of agreements between the city and watershed landowners. Include a schedule for regular

ATTACHMENT III PROJECT SCOPE OF WORK & BUDGET

monitoring and evaluation of the watershed health. Identify and recommend management strategies the City can implement; these can include; purchase of land, easements, purchase of timber rights or other strategies. Incorporate all recommendations from forest management plan into Watershed control plan.

Project performance measures will include:

A comprehensive Watershed Control Plan approved by DOH that includes the information outlined in Tasks 1 through 3, and presents a roadmap for management of the city-owned portions of the watershed, schedule for regular monitoring and evaluation of the condition of the watershed, and land-owner agreements and identify potential funding sources to implement activities identified in the plan.

Tasks, Deliverables, and Approximate Budget:

Tasks	Deliverable	Date Due	Task Amount
Task 1: Existing Condition	Quarterly Report	February 28, 2018	\$3,900
Task 2: Forest Management plan	Forest management plan	April 30, 2018	\$13,200
Task 3: Watershed evaluation and development of watershed control plan	Watershed Control Plan submitted to DOH	May 31, 2018	\$10,400
	Obtain DOH approval by	June 30, 2018	
Administration	Quarterly reports & A19a	Quarterly	\$2,500
	Submit quarterly reimbursement requests for dollar amounts that reflect the work completed during the quarter.		
Payment	<p>Submit reimbursement requests with the quarterly reports.</p> <p>The contractor is responsible for tracking all project expenditures as they relate to this contract, and for maintaining these records and providing them upon request.</p> <ol style="list-style-type: none"> 1. DOH will provide reimbursement based on approval of project reports, supporting documents, and required deliverables. 2. Total administrative costs not to exceed ten percent of the total reimbursement. 3. DOH will withhold ten percent of the total funding amount (\$3,000) until the project is successfully completed and all deliverables are received and approved by DOH. <p>Total reimbursement for allowable costs not to exceed \$30,000.</p>		

ATTACHMENT III PROJECT SCOPE OF WORK & BUDGET

Total Consideration for this contract not to exceed:	\$30,000
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TAB - D



**CITY COUNCIL
AGENDA BILL
AB 17-74**

Meeting Date: December 18, 2017

AGENDA ITEM INFORMATION		
SUBJECT: Vision Municipal Solutions Agreement	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
COST: \$9,500	Other:	
<p>SUMMARY STATEMENT: This is an upgrade to the existing payroll software. This upgrade includes a payroll portal which allows staff to login and out to keep track of their working hours which then integrates into the timesheets for the payroll system. The upgrade also includes improved reporting systems.</p>		
<p>RECOMMENDED ACTION: <i>Authorize Staff to sign the contract.</i></p>		



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: www.visionms.net Email: info@visionms.net

Vision Software and Professional Services for:

The City of Long Beach

Software:

Vision Payroll Portal

Vision Reporting Services

Total Software

Cost

\$8,000.00

Included

\$8,000.00

Software Assurance

\$1,200.00

Included

\$1,200.00

Professional Services:

Installation and Configuration of SQL & Portal

\$500.00

On-site training (Not subject to sales tax)

\$1,000.00

Total Professional Services

\$1,500.00

GRAND TOTAL \$9,500.00

Contract Notes:

- 1. Sales and use tax applies to all quoted Software and professional services. Sales and use tax does not apply to on-site training.
2. Microsoft SQL Server 2012 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2016, the approximate cost is \$800 for the initial license and \$180 for each additional user.
3. Sale of Software is subject to the below described Software License Agreement.
4. Customer provided IT will coordinate IIS and Intranet settings with Vision Implementation team.

Pricing Valid for 90 days

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

City of Long Beach

Craig Lodgard (Signature)

Accepted By (Signature)

Craig Lodgard

Accepted By (Signature)

Printed Name

Printed Name

Managing Member

Printed Name

Title:

Title

11/01/2017

Title

Date

Date



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email: info@visionms.net

Software License Agreement between The City of Long Beach and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and The City of Long Beach ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Payroll Portal," and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at The City of Long Beach, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$8,000.00 plus any and all applicable sales or use tax.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be will be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

In the year of Software installation, the Software Assurance amount listed on page 1, will be pro-rated for the remainder of that year. After the year of Software installation, Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts.

8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 17-75**

Meeting Date: December 18, 2017

AGENDA ITEM INFORMATION		
SUBJECT: Amending Trolley rental fees	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
COST: N/A	Other:	
<p>SUMMARY STATEMENT: The rates for the rental of the trolley haven't been adjusted since 2014. A quick survey of private transport companies show the city is losing money on most rentals. This ordinance will bring the rates up to the private market rate.</p>		
<p>RECOMMENDED ACTION: Adopt Ordinance 947.</p>		

ORDINANCE No. 947

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON ESTABLISHING A FEE STRUCTURE FOR THE PERIODIC RENTAL OF THE TROLLEY FOR PUBLIC USE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, there is a need within the community for transportation during special events, and

WHEREAS, the City of Long Beach has a Trolley available, and

WHEREAS, the City of Long Beach desires to make the Trolley available on the Long Beach Peninsula,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, as follows:

SECTION 1. RENTAL RATES

Rental by groups and organizations:

Base Fee of Two Hundred Sixty Five dollars (\$265.00) for the first two hours.
Twenty Five dollars (\$25.00) per hour after the first two hours.
\$2.00 per mile.

SECTION 2. USES

Use of the Trolley:

The general use of the trolley shall be for functions and events for the City of Long Beach, or functions and events sponsored by groups or organizations that provide a public benefit.

Use by private individuals, groups or other users will be approved by the City Administrator on a case by case basis and will require a hold harmless agreement and additional insured listing the city. The agreement will also include no alcohol use on the trolley.

SECTION 3. EFFECTIVE DATE

This Ordinance shall be in full force and effect five days from and after its passage approval and publication in the manner required by law.

PASSED this 18th day of December, 2017.

AYES

NAYS

ABSENT

ABSTENTIONS

MAYOR

Attest:

City Clerk

TAB — F

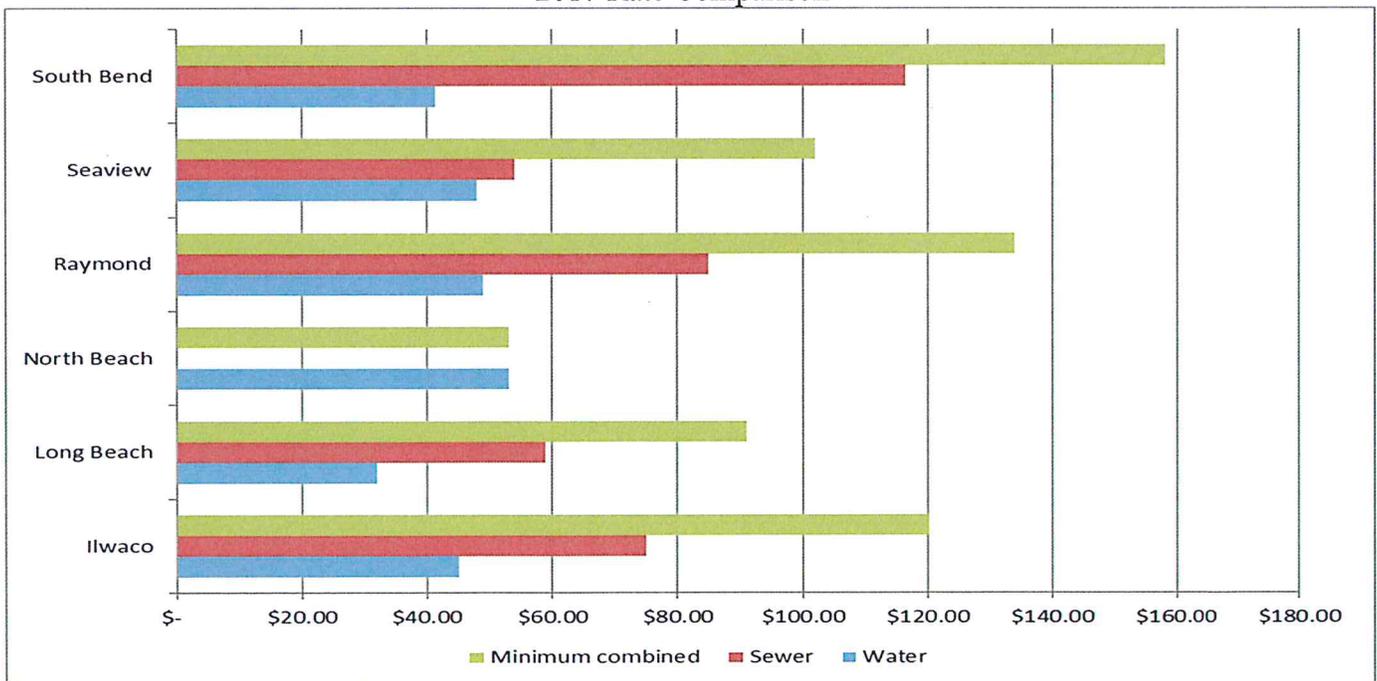


**CITY COUNCIL
AGENDA BILL
AB 17-76**

Meeting Date: December 18, 2017

AGENDA ITEM INFORMATION		
SUBJECT: Setting Water, Sewer and Storm Water Rates for 2018	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A	Other:	
<p>SUMMARY STATEMENT: This adopts the rate increases discussed during the budget workshops. Monthly residential rates for Water increase \$3.20, Sewer increases \$5.91 and Storm Water increases \$1.10 for a total monthly increase of \$10.21 per month.</p>		
<p>RECOMMENDED ACTION: Adopt Ordinance 945.</p>		

2017 Rate Comparison



ORDINANCE No. 945

AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON RELATING TO UTILITIES; AMENDING RATES AND CHARGES OF THE WATERWORKS UTILITY, INCLUDING THE WATER SYSTEM AND THE SEWER SYSTEM; ESTABLISHING SCHEDULE AND PROGRAM FOR RATE STABILIZATION; ESTABLISHING EFFECTIVE DATE.

THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON DOES HEREBY ORDAIN, AS FOLLOWS:

Section 1. RECITALS AND FINDINGS.

1.1 The City of Long Beach ("City") owns and operates a Waterworks Utility, including a water system, sewer system, and storm and surface water system ("Utility"), including both local and regional facilities.

1.2 The City has financed the acquisition and improvement of local and regional Utility facilities with the proceeds of its revenue bonds.

1.3 The facilities and services provided by the Utility are critical to the health, welfare and safety of the citizens of the City and the neighboring community served by the Utility.

1.4 Rate adjustments are necessary from time to time to ensure that sufficient revenues exist to properly maintain and efficiently operate the Utility, and make additions and planned improvements as appropriate.

Section 2. WATER RATES AND CHARGES.

2.1 Water rates for lots connected to the water system.

The rates and charges for water service to lots connected to the water system within the corporate limits of the city are fixed and established as follows:

A. The minimum monthly rate charge is based on meter size per the following schedules:

Inside City Limits:

METER SIZE	2016	2017	2018
Residential 3/4 - 1"	\$ 29.09	\$ 32.00	\$ 35.20
Commercial 3/4 1"	\$ 34.61	\$ 38.07	\$ 41.88
Commercial 1.5"	\$ 41.17	\$ 45.29	\$ 49.82
Commercial 2"	\$ 59.45	\$ 65.40	\$ 71.94
Commercial 3"	\$ 80.78	\$ 88.86	\$ 97.75

Outside City Limits:

METER SIZE	2016	2017	2018
Residential 3/4 - 1"	\$ 43.66	\$ 48.03	\$ 52.83
Commercial 3/4 1"	\$ 51.91	\$ 57.10	\$ 62.81
Commercial 1.5"	\$ 61.71	\$ 67.88	\$ 74.67
Commercial 2"	\$ 89.18	\$ 98.10	\$107.91
Commercial 3"	\$ 121.18	\$ 133.30	\$146.63

- B. Commodity Charge. The monthly commodity charge (or excess rate) is charged per the following schedule regardless of water meter size:

Beginning on the 20th day of December 2017 and effective on the first day of January for each and every succeeding year on and after 2018, shall be subject to a commodity charge for each 100 cubic feet of water in excess of the 400 cubic foot minimum allowed per month thereof, as follows:

Inside City Limits:

	2017	2018
Subservice Charge	\$ 3.36	\$ 3.70
Nursing Home / Bed	\$ 1.28	\$ 1.41
Commodity / 100 cu ft.	\$ 5.72	\$ 6.29

Outside City Limits:

	2017	2018
Subservice Charge	\$ 4.57	\$ 5.03
Nursing Home / Bed	\$ 1.74	\$ 1.91
Commodity / 100 cu ft.	\$ 5.20	\$ 5.72

- C. Contracts Authorized. The city council may enter into contracts with water users deviating from such rates where special circumstances dictate; provided, that such rates shall not be discriminatory.

Section 3. STORM AND SURFACE WATER RATES AND CHARGES.

Rates and charges.

- A. The rates and charges set forth in this chapter shall be considered uniform rates and charges for the following uniform rates per class of customers or service furnished by the system:
1. On and after December 20, 2017, and thereafter effective on the first day of January for each and every succeeding year the rates shall be as follows:

	2016	2017	2018
Residential	\$9.97	\$10.97	\$12.07
Commercial (per/ERU)	\$9.97	\$10.97	\$12.07

The ERU is a Residential Equivalent Unit equal to 3,600 square feet. The city administrator or his designee shall determine the quantity of the storm and surface water drainage from lots that are dedicated to a substantially undeveloped state by virtue of being public parks, recreational area, other undeveloped publicly owned land, or open space designated under RCW Chapter 84.34.

- B. For purposes of computing storm and surface water rates under this section, the land use designation as residential or commercial shall be the principal activity on the premises as determined by the city administrator or his designee. For rate purposes, developed and undeveloped residential lots shall be deemed a single class. Developed lots are those for which any city or county permit or application for real estate improvement activity (including, but not limited to driveway, septic, building and electrical improvements and water meter installation) has been issued, should have been issued or would now be required if the development occurred under present city regulations.

Section 4. SEWER RATES AND CHARGES.

4.1 Sewer rates for connected lots.

The rates and charges for sewer service to lots are fixed and established as follows:

A. Rates.

The monthly charges effective December 20, 2017 and January for each and every succeeding year the rates shall be as follows:

SEWER - In City Rate		
Sewer type	2017	2018
Single Family Residence	\$ 59.05	\$ 62.00
Apartments, Per Unit	\$ 59.05	\$ 62.00
Motels, Base Charge	\$ 78.76	\$ 82.70
Motels, each additional rental	\$ 13.34	\$ 14.01
Condominiums, each rental	\$ 59.05	\$ 62.00
Mobile Home Parks, each rental space	\$ 58.80	\$ 61.74
Trailer Parks, Base Charge	\$ 78.87	\$ 82.81
Trailer Parks, each hookup	\$ 9.84	\$ 10.33
Laundromats, self-service & Dry Cleaning	\$ 270.23	\$ 283.74
Industrial Laundry	\$ 491.93	\$ 516.53
Car Washing Facilities	\$ 270.23	\$ 283.74
Canner Operations	\$ 270.23	\$ 283.74

Restaurants, Taverns (first 20 person capacity)	\$ 112.74	\$ 118.38
Restaurants, Taverns (each additional 5 person capacity)	\$ 8.62	\$ 9.05
Schools - Summer Rate	\$ 147.53	\$ 154.91
Schools - Sept. - May (each occupant)	\$ 4.18	\$ 4.39
Nursing Homes, Convalescent Center base charge	\$ 68.95	\$ 72.40
Nursing Homes, Convalescent Center each patient bed available	\$ 13.34	\$ 14.01
Service Station	\$ 78.76	\$ 82.70
Churches, municipal parks & buildings	\$ 88.61	\$ 93.04
Theaters, large stores, banks, medical & Dental clinics, mortuaries & beauty shops	\$ 90.37	\$ 94.89
Fraternal Halls, per floor	\$ 127.97	\$ 134.37
Business offices, small stores & optometrist	\$ 64.20	\$ 67.41
State Parks Restroom Facilities	\$ 190.97	\$ 200.52

B. Sewer Rates Standards and Policies.

The City Council may enter into contracts with sewer users deviating from the rates in this Section where special circumstances dictate; provided, that such rates shall not be discriminatory.

C. Disputes.

All questions or disputes regarding the appropriate rate to be applied to the structure shall be resolved by the city administrator. Any appeal from the decision of the city administrator shall be to the city hearing examiner.

Section 5. AGGREGATE OF RATES.

The City declares that the rates and charges fixed and placed in effect by this Ordinance are founded on assumptions that there will be growth in the number of services (connections) and in demand in the City and neighboring community. The City adopts and establishes whatever aggregate monetary charges the rates and charges, placed in effect by this Ordinance, generate when applied to the units of service provided, now and in the future.

Section 6. LOW INCOME SENIOR CITIZEN DISCOUNT RATE

6.1 The following will be low income senior citizen discount rate guidelines:

- A. The low income senior citizen discount will apply only to the base rate for the billing.
- B. Current full-time residential or owner occupied commercial customers of the City of Long Beach, Washington Utility System may apply for a discount under the Utility Discount Program by filing an application attesting and affirming to the following:
 - 1. Utility service in under the occupant's (applicant's) name.
 - 2. The applicant has been a full-time resident in the Long Beach Utility Service area using utilities for not less than one (1) year.
 - 3. Senior Citizen is Age 65 or older as of January 1, 2018.

4. Rates for applicants approved for the Senior Citizen Low Income Utility Discount Program shall receive the following credit against the applicant's utility bill for each calendar year.

Total Household Income	Percentage of Credit	Discount for 2 Months	Annual Total
\$25,475 - \$29,631	5%	\$11.58	\$ 69.50
\$15,796 - \$25,474	10%	\$23.17	\$139.00
\$ 9,519 - \$15,795	25%	\$57.92	\$347.49
\$ 9,518 and under	40%	\$92.66	\$555.98

Maximum allowable credit per year is \$555.98

5. Eligible residential customers are required to reapply for this program on an annual basis.
6. The total income from all sources of everyone living in the home shall be reported. If this is a new application, please provide a copy of your 2017 IRS Tax Return with schedules, along with supporting documentation.

Section 7. SEVERABILITY.

If any portion of this ordinance as now or hereafter amended, or its application to any person or circumstances, is held invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged to be invalid or unconstitutional, and its application to other persons or circumstances shall not be affected.

Section 7. REPEAL OF CONFLICTING ORDINANCES

All previous Ordinances are hereby repealed insofar as they may be in conflict with this Ordinance.

Section 8. EFFECTIVE DATE

This Ordinance shall take effect five days after publication.

ADOPTED this 18th day of December, 2017.

AYES

NAYS

ABSENT

ABSTENTIONS

Mayor

ATTEST:

City Clerk/Treasurer

TAB — G



**CITY COUNCIL
AGENDA BILL
AB 17-77**

Meeting Date: December 18, 2017

AGENDA ITEM INFORMATION		
SUBJECT: Mayor Pro Tempore appointment	<i>Originator:</i>	
	Mayor	JP
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT:		
<p>RCW 35A.12.065 Pro tempore appointments. Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.</p>		
RECOMMENDED ACTION: Select a Mayor Pro Tem		

TAB — H

Parks - Streets - Storm Water Nov Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Mondays

Street Sweeping

Backpack Blowing of sidewalks and brick parks

Boardwalk and dune trail Maintenance

Thursdays

Mowing mini parks and ball fields

Daily

Restroom maintenance

Garbage maintenance

Festivals / Events /set up and tear down

Clam Digging

Holidays at the beach

- 1 .Removed the flags and banners from the downtown light poles
2. Putting up all the Christmas decorations and maintaining
3. winterized the drinking fountains
4. Mowing the right of ways with the tractor with the 12ft boom
5. Scraped and Swept the discovery trail from bolstad approach to the breakers
6. Boardwalk lights

7. Helped fix water leak at 6th noth
8. Cold patch
9. Storm damage downed tree 12th north cut and removed
10. Cut the pampas grass back from behind the 5th st restroom
11. Dug ditch for ford electric to install conduit and wire to power up Christmas Lights at are banner poles at the north end

City of Long Beach Activities Report

November 2017

Wastewater Dept.

Call Outs - 1 (15th st. South station Failed)

Meetings - 7

Safety Meetings - 1 (Bucket Truck Operations & Safety)

Plant Management - Monthly DMR's / Paperwork Review / Emails / Ordering Supplies / 2018 Budget.

Customer Service - 1

Locates - 4

Hauling Sludge - 16 loads.

Lift Station Checking - Daily Action. (inspection / cleaning transducers)

Lift Station Wash down - 1 Plant Wash Down - 2

Samples - Daily Action / Weekly Action. (BOD's / TSS's / Fecal's)

Samples to Lab - 1 (regular)

Pump / Blower Maint. - 4 (Grit Pump pulled WWTP , Jammed Pump 15th s. / butt hair)

Sink Hole Investigation - 1

Main Repairs - 0

Equipment Cleanup - 2

Headworks Debris Removal - 2 Decanting Digester - 4

Training - Matt W still in WWTP training on weekends.

Other Activities -

Set Up New Computer, Recovered Data from old hard drive.

Meeting W/ DOE for Bio-solids handling.

New Bio-solids site investigation.

New Drive Installed on W.A.S at WWTP.

New Bio-solids site signs.

Leak Repairs Main Lift Station Washdown.

City of Long Beach Activities Report

November 2017

Water Dept.

Call Outs - 0

Meetings - 6 Staff / Home owners (New Construction) / Contractors (28th st Drainage Construction) / HD Fowler (Remote Meter Project) / 2018 Budget Review (Multiple meetings) / DOH Watershed Inspection.

Safety Meetings - 1 (Bucket Truck Operations & Safety)

Plant Management - Paperwork / ordered parts / time cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Billing New Services / Called Locates / 2018 Budget / Backflow Reports / 120th Hydrant Billing / Mapping Water System / Sid Snyder Townhouse Review.

Customer Service - 5

Locates - 7

Emergency Locates – 1 (PUD Washington Project)

Re-reads - 12

Install New Meters - 2 (4th st. n & 67th pl) Meter Reinstall - 0

New Service Investigations – 2 Valve Investigation - 1

New Service Prep – 2 Valve Can Raising - 6

Meter Removal – 4

Meter Repairs - 4

Hydrant Maint. - 1 (2nd st. north hydrant)

Shut Off's - 8

Turn On's - 5

Res. Checking - 3

Res. Maint. – 0

Leak Repairs - 1 (7th st. south)

Leak Investigations - 1

Equipment Cleanup - 4

System Samples - Weekly entire system.

Samples to Lab - 1

Training -

Tye – CDL physical & Paperwork.

Jake – Took his Distribution Manager 1 Exam.

Other Activities –

Flushing Water System. (Long Beach & Seaview)

Reading Meters. (Long Beach)

10th st North Line Investigation & Cleanup.

Raising Valve Cans.

Booster Station Cleanup.

Sweeping Town.

Cleaning Catch Basins.

Installing New Services (4th st north & 67th pl.)

Installing New Hydrant Ballards.

X – Mas Decks.

Water System Repairs Mapping.

2018 Budget Meetings.

Digging conduit Pioneer Market.

End of Event Report for Holidays at the Beach

The Neptune Theater managers Katie and DJ allowed us to use the main theater room free of charge for our Polar Express Pajama Party. We had a very full theater, every seat was filled and lots of Pajama contestants. The librarian, Susan, from the Timberland Library was the emcee and judge for our contest. Brandon Stowe donated his time to be the Conductor this year and we are happy to note he will be doing it again next year. Kathy Kyle, as Trouble the Elf, and Orchid Cavett, the Elf, handed out treats and welcomed folks to the movie. Kim and Amy of All Things Fun Sports volunteered time to take photos for our Polar Express Event for promotional purposes. This event was very well attended to the point of turning up to 40 people away at the door for lack of seating. Our count for this event was at least 259 not counting entertainment and volunteers.

On Saturday we welcomed Jason Ropp's, Dragon Puppet Theater and Princesses, who did two shows of The Frozen Fun Magic Show. The Snow Queen and Princess Annabelle wowed the families with two wonderful magic shows and had photo ops afterward. Our craft tables were very busy and Trouble the Elf made sure the tables were supplied and monitored. She also did the head count for each day. Santa arrived by fire truck and was greeted by a big crowd waiting for him even though we had rain. Thank you to Carrie Ruben for being our Santa photographer and to Mallory Cox for their challenging work taking pictures and getting them printed out to our families. We had over 307+ visitors during our Saturday event!

A big Thank you to the Long Beach Volunteer Fire Department members, Lieutenant John Philips and Isa Cline who helped make Santa's fantastic arrival by fire truck happen. Santa himself, Rob Waltemate, wowed the families with his magic and holiday cheer both during the photos and the tree lighting. We had carols around the city Holiday Tree and Santa used his magic wand to light it in all it's beautiful glory. I hear that Mrs. Clause will be coming next year with Mr. Clause, (the Waltemates)!

On Sunday, the Christmas Mermaid, Grandmer Orchid, had many visitors to her holiday cove. Our craft tables provided two ornaments to make and take home and each family took home a photo with the mermaid. This is a slower day and the families tend to enjoy time to visit and talk with us. I heard many wonderful things of how much the community loved the whole event.

The committee would not have been able to pull this off without all the help from our pre-event decorating team: Orchid Cavett, Carrie Ruben, Bambi Ooley, Jeff Archer (and team) and one other volunteer whose name escapes me.

The whole event had 626 + attendees during the weekend.

Polar Express: of the tickets turned in for the drawing we had the following zip codes

98631 23 kids

98614, 98640 2 kids each Zip

98624 3 kids

98644, 98638 1 kid each zip

We were hoping the ticket/coloring sheet would give us a better idea where the families were coming from, but we did not get the turn in of tickets we hoped to get, to provide more complete information. From talking with visitors to the events there were many local families and families from Vancouver, Portland, Minneapolis and Texas.

Volunteer Count: 8 throughout the weekend including set up and tear down.

Expenditures

Advertising:	1544.62 (known at this time, do not see radio advertising)
Entertainers:	1250.00
Miscellaneous Supplies:	155.74 (This has not been reimbursed at this time)
Gas Reimbursement	55.00 (15.00 has been reimbursed at this time, 40 has not)
Insurance:	168.48
Total:	3009.36

I am including last current statement. It does not reflect radio advertising nor any supplies, some gas reimbursed as of this report. Nor does it provide any idea of monies that are for running the event.

Donations/tips: 129.82 turned into City Hall (Not included in Statement at this time)

This is my first city event and I am very happy with the turnout. I am thankful for guidance from Ragan Myers and Holli Kemper. I and volunteers both set up and tore down the space. I have labeled all the bins for next year. Jeff Archer and crew will need to take down the lights in the rafters and has said it will be done after the New Year. Then someone will need to take all boxes to storage as I am going to Yuma next week. Thank you, article and photos, sent to Chinook Observer and will be in next weeks paper. I am willing to work on this again next year as chair.

Pros

Brings community together

At this time, we do not have to rent a space (However I think we will outgrow Veteran's Stage)

Neptune Theater owners donate the Theater (May need to schedule two showings next year)

Support from Merchants of Long Beach for event

Cons

Not knowing what kind of budget, I am working with

Starting out in the Red

Having to buy supplies on own dime

Having to wait for reimbursement (HATB set up account for purchasing is needed)

Some decorating objects in disrepair/broken (safety issue for us and public)

Goals/Plans for next year

Figure out and implement fundraiser(s) to help finance this event

(Two ideas, Santa Breakfast or/and Decorated Tree silent auction)

Clear out storage of broken items (summer)

Replace broken trees and lights so that they are safe to be used during the event

Submitted by: Orchid Cavett, HATB Chair

David Glasson

From: Trautmann, Cara <Cara.Trautmann@charter.com>
Sent: Tuesday, December 12, 2017 3:44 PM
Subject: Charter - Upcoming Price Adjustments

At Charter (locally known as Spectrum), we continue to enhance our services, offer more entertainment choices and deliver the best value to our customers. Like most businesses, Charter faces rising costs that require occasional price adjustments. As a result, customers will be notified on or after December 12, 2017 of the following price adjustments reflected in the table below. Price adjustments will become effective on or after January 12, 2018.

Table of Upcoming Price Adjustments

Product/Service	Price From	Price To
TV Select	\$62.99	\$64.99
Basic TV Service	\$23.89	\$23.89
Expanded TV Service	\$39.10	\$41.10
Broadcast TV Surcharge	\$7.50	\$8.85
Single DVR Service	\$11.99	\$12.99

We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (360) 258-5108 or via email at marian.jackson@charter.com.

Sincerely,



Charter
COMMUNICATIONS

Marian Jackson | Director, Government Affairs | Wk: 360-258-5108 | Cell: 360-600-4131
222 NE Park Plaza Drive, #231 | Vancouver, WA 98684

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